

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
May 15, 2007 - 6:00 p.m. – Board Room, AD122, Riverside City College

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

I. Approval of Minutes - Regular Meeting of April 17, 2007

II. Chancellor’s Reports

A. Communications

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

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel  
- Appointments and assignments of academic and classified employees.

- a. Academic Personnel
  - 1. Appointments
    - (a) Management
    - (b) Contract Faculty (none)
    - (c) Long-Term, Temporary Faculty (none)
    - (d) Special Assignments
    - (e) Overload Assignments (none)
    - (f) Part-Time Faculty, Hourly Assignments
    - (g) Child Development Center Hourly Employees (none)
  - 2. Reorganization
  - 3. Notices of Employment – Academic Managers
  - 4. Notices of Employment – Faculty, Academic Year 2007-08
  - 5. Notices of Employment – Faculty, Academic Years 2007-08 and 2008-09
  - 6. Notices of Employment – Categorically-Funded Faculty, Academic Year 2007-08
  - 7. Request for Reduced Teaching Load
  - 8. Separations
- b. Classified Personnel
  - 1. Appointments
    - (a) Management/Supervisory (None)
    - (b) Management/Supervisory – Categorically Funded (None)
    - (c) Classified/Confidential

- (d) Classified/Confidential – Categorically Funded
  - (e) Professional Experts (None)
  - (f) Short Term
  - (g) Temporary as Needed Student Workers
  - (h) Community Education Program
  - (i) Special Assignment
2. Professional Growth Achievement Steps
  3. Requests for Temporary Reduced Workload During the 4/10 Work Schedule
  4. Separations
2. Purchase Order and Warrant Report -- All District Funds  
- Purchase orders and warrant reports issued by the Business Office.
  3. Annuities  
- Tax shelter annuities for employees, amendments and terminations.
  4. Approval - Budget Adjustments
    - a. Approval - Budget Adjustments  
- Request approval of various budget transfers between major object codes as requested by administrative personnel and authorize making necessary balancing transfers among various accounts and funds of the District.
    - b. Resolution(s) to Amend Budget
      1. Resolution to Amend Budget – Resolution No. 42-06/07 – 2006-2007 VTEA Tech Prep Regional Coordination Program  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.

2. Resolution to Amend Budget – Resolution No. 43-06/07 – 2006-2007 Career Exploration and Development for 7<sup>th</sup> and 8<sup>th</sup> Graders Program  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
  3. Resolution to Amend Budget – Resolution No. 44-06/07 – 2006-2007 Centers for International Trade Development (CITD) Statewide Strategic HUB  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
  4. Resolution to Amend Budget – Resolution No. 45-06/07 2006-2007 Center for Applied Competitive Technologies (CACT) Statewide Strategic HUB  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
  5. Resolution to Amend Budget – Resolution No. 46-06/07 2006-2007 Child Development Training Consortium Program  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
  6. Resolution to Amend Budget – Resolution No. 47-06/07 2006-2007 Associate Degree registered Nursing Program – Capacity Building for Program Expansion  
- Recommend adopting a resolution to add income and expenditures to the adopted budget.
- c. Contingency Budget Adjustments (None)
5. Bid Awards
    - a. Award of Bid – Hot Water Loop System Project, Moreno Valley Campus  
- Recommend awarding a bid for the Hot Water Loop System Project at the Moreno Valley Campus.
  6. Donations (None)
  7. Out-of-State Travel  
- Recommend approving out-of-state travel requests.
  8. Grants, Contracts and Agreements

- a. Agreement with Gary Krinke
  - Recommend ratifying the agreement to provide directing services for the Performance Riverside production of “Man of La Mancha.”
- b. Agreement with John Vaughan
  - Recommend approving the agreement to work with the RCC dance faculty to develop a program for a vocational certificate in Commercial Dance.
- c. Revised Agreement with Margarita Chkeidze
  - Recommend ratifying the revised agreement to provide a piano concert as a guest artist sponsored by the Riverside School for the Arts.
- d. Agreement with ADCAMP, INC.
  - Recommend approving the agreement to provide four advertising kiosks on the Riverside City College campus.
- e. Agreement with Wetzel Productions
  - Recommend ratifying the agreement to provide three performances at each campus of “Side by Side: A Journey With Depression.”
- f. Agreement with Fernando Melendez
  - Recommend approving the agreement to provide musical entertainment at the Foster Youth’s Emancipation Celebration.
- g. Amendment to the Agreement with Yosemite Community College District, Child Development Training Consortium
  - Recommend ratifying the agreement to provide additional funding for tuition reimbursement to eligible community college students and training resources for staff.
- h. Agreement with Complete Coachworks
  - Recommend approving the agreement to provide mechanics training course for up to 20 employees of Complete Coachworks.

- i. Agreement with Ryan Peeters
  - Recommend approving the agreement to provide modeling services for an Art class on the Riverside City College campus.
- j. Agreements for the 2007 Wind Ensemble
  - Recommend approving the agreements to provide sound recording services in connection with the production of a CD for the Wind Ensemble of the RCC Music Department.
- k. Agreements for the Nursing Program
  - Recommend approving the agreements to provide venues for clinical experience for nursing students.
- l. Memorandum of Understanding with The Counseling Team International
  - Recommend approving the memorandum to provide law enforcement technical and professional services for students in the Criminal Justice program.
- m. Agreement with Jean Maki, Ph.D.
  - Recommend approving the agreement to provide services to facilitate development of curriculum for a Speech Pathology Assistant program.
- n. Affiliation Agreements for the Dental Assistant Program
  - Recommend approving the agreement to provide clinical opportunities for Dental Assistant students.
- o. Agreement with American Heart Association
  - Recommend approving the agreement to authorize the Emergency Medical Services program as an American Heart Association Training Center.
- p. Agreement with Advanced Electrical Contracting, Inc.
  - Recommend approving the agreement to provide set, sound and lighting services in connection with the Norco theatre production of "Taming the Shrew."
- q. (Pulled)
- r. (Pulled)
- s. (Pulled)

Consultants, Inc., NEPA Study

- Recommend approving an agreement to provide a Cultural and Paleontological Resources Study relative to the Nursing/Sciences Building Project and authorizing extending the termination date without formal amendment to the agreement.

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

9. Other Items

a. Authorization to Encumber Funds – Resolution No. 48-06/07

- Recommend adopting a resolution allowing staff to submit requisitions and the Purchasing Manager to submit purchase orders beginning in mid-June for the fiscal year 2007-2008.

b. Notice of Completion – Hazardous Materials Buildings, Moreno Valley and Norco Campuses

- Recommend accepting the Hazardous Materials Buildings, Moreno Valley and Norco campuses as complete, approving execution of the Notice of Completion and authorizing signing of the notice.

c. Piggy-back Purchase Using Val Verde Unified School District Contract Award

- Recommend approving the use of a Val Verde Unified School District contract in accordance with Public Contract Code 20652 to purchase fitness equipment for the Norco District Modular Building – Fitness Center, part of the District Modular Project.

**Recommended Action: Request for Approval**

B. Information

1. Monthly Financial Report

- Informational report relative to financial activity for the period from July 1, 2006 through April 30, 2007.

**Information Only**

## VI. Board Committee Reports

### A. Teaching and Learning

1. (Pulled)
2. Agreement with Loma Linda University Health Care  
- Recommend approving the agreement to provide physician services to the District's Health Services Department.
3. Agreement with Inland Empire Economic Partnership  
- Recommend approving the agreement to present workshops on "Career Pathways to Production" for at-risk high school and basic skills college students.
4. Agreement with Network International Exports, Inc.  
- Recommend approving the agreement to provide management assistance and export services.

### **Recommended Action: Request for Approval**

### B. Resources Committee

1. District Modular Projects – Labor Compliance Service Agreements  
- Recommend approving labor compliance service agreements relative to the District Modular Projects.
2. District Modular Projects and Norco Phase III/Industrial Technology Project – DSA Inspector of Records Agreement  
- Recommend entering into agreement to provide a Division of State Architect (DSA) inspector of records for the District Modular Projects and the Norco Phase III/Industrial Technology Project.
3. Moreno Valley Hot Water Loop System, Phase II – Amendment to Agreement, M-E Engineers, Inc.  
- Recommend amending an agreement to provide project management support services for the Moreno Valley Hot Water Loop System Phase II Project.
4. Quadrangle Modernization Project – Change Order No. 4  
- Recommend approving a change order relative to the Quadrangle Modernization Project.
5. Norco Phase III Industrial Technology Project – Amend Architect Agreement



- Recommend approving an amendment to an agreement relative to the Norco Phase III Industrial Technology Project.

6. A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, Resolution No. 41-06/07  
- Recommend adopting a resolution relative to the authorization of a General Obligations Bonds, Series 2007C issuance, establishing a not-to-exceed amount and authorizing the use of the “three-year expenditure rule” option.

**Recommended Action: Request for Approval**

- C. Planning Committee

1. (None)

- D. Governance Committee

1. New and Updated Board Policies and Procedures for Accreditation  
- Recommend approving the twenty-six policies and five procedures necessary for Accreditation.

**Recommended Action: Request for Approval**

- E. Board of Trustees Committee Meeting Minutes  
- Recommend receipt of minutes from the April 16, 2007 Board of Trustees Teaching and Learning, Planning, Resources, and Governance Committee meetings.

**Information Only**

VII. Administrative Reports

- A. Vice Chancellors

- B. Presidents

VIII. Academic Senate Report

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

IX. Business from Board Members

- A. Naming of the Digital Library and Learning Resources Center  
- Recommend approving the naming of the Digital Library and Learning Resources Center in honor of retiring Chancellor Salvatore G. Rotella, to have the building be named “The Salvatore G. Rotella Digital Library and Learning Resource Center.”

**Recommended Action: Request for Approval**

X. Closed Session

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

**Recommended Action: To be Determined**

XI. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES  
MEETING OF APRIL 17, 2007

President Figueroa called the regular meeting of the Board of Trustees to order at 6:06 p.m., in the Student Services Lobby of the Norco Campus.

CALL TO ORDER

Trustees Present

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

Staff Present

Dr. Salvatore G. Rotella, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Brenda Davis, President, Norco Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Ms. Sylvia Thomas, Associate Vice Chancellor, Instruction  
Mr. Doug Beckstrom, President, Academic Senate, Moreno Valley Campus  
Mr. Tom Wagner, President, Academic Senate, District and Norco Campus  
Ms. Kathy Brooks, Vice President, Academic Senate, Riverside City College

Ms. Waudieur (Woody) Rucker-Hughes, Chairman of the Riverside branch of the National Association for the Advancement of Colored People (NAACP), led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Figueroa asked that all those present remain standing for a moment of silence in order to commemorate the tragic events that occurred on April 16, 2007 at Virginia Tech University.

MOMENT OF SILENCE

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the special meeting of March 19, 2007. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL  
MEETING OF MARCH 19, 2007

Ms. Blumenthal, seconded by Mr. Medina, moved

MINUTES OF THE REGULAR

that the Board of Trustees approve the minutes of the regular meeting of March 20, 2007. Motion carried. (5 ayes)

MEETING OF MARCH 20, 2007

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the adjourned meeting of March 23, 2007. Motion carried. (5 ayes)

MINUTES OF THE ADJOURNED MEETING OF MARCH 23, 2007

Ms. Blumenthal, seconded by Mrs. Green, moved that the Board of Trustees approve the minutes of the special meeting of March 29, 2007. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF MARCH 29, 2007

CHANCELLOR'S REPORTS

Ms. Figueroa announced that the deliberation by the Board for the Chancellor search will remain a confidential issue, since it is action that occurred during closed session, welcomed Dr. Buysse as the selected interim Chancellor, and thanked the campus faculty and staff for their participation and feedback on the search process.

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

Dr. Rotella recognized Don Ajene Wilcoxson for being a recipient of the Regina Stanback Stroud Diversity Award, sponsored by the statewide academic senate, which recognizes faculty in California community colleges who promote the success of a diverse student population.

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

STUDENT REPORT

Dr. Dina Stallings distributed a flyer and announced the annual Dos Lagos and Friends of RCC Forensics’ “Save the Earth!” Oratorical Tournament on April 22, 2007.

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees:

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 62)

Academic and Classified  
Personnel

Approve/ratify the Purchase Orders and Purchase

Purchase Order and Warrant

Order Additions totaling \$22,001,530.00 and District Warrant Claims totaling \$6,524,766.00; (Appendix No. 63)

Approve amendment to employment contracts and terminations as listed; (Appendix No. 64)

Approve the budget transfers as presented; (Appendix No. 65)

Approve adding the revenue and expenditures of \$6,250.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$55,018.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Contingent upon the approval of Board Report No. V-A-8-a presented later in this agenda, approve adding the revenue and expenditures of \$13,711.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$23,171.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$386,000.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Award a bid for the District Modular Projects at the Moreno Valley and Norco Campuses in the amount of \$1,950,000.00 to Hinkley and Associates, Inc. and authorize the Vice Chancellor, Administration and Finance to sign the agreement;

Grant the out-of-state travel as listed; (Appendix No. 66)

Report — All District Funds

Annuities

Budget Adjustments

Resolution to Amend Budget – Resolution No. 35-06/07 – 2006-2007 Faculty and Staff Diversity Program

Resolution to Amend Budget – Resolution No. 36-06/07 2006-2007 Disabled Students Programs and Services

Resolution to Amend Budget – Resolution No. 37-06/07 2006-2007 UCR TQE Subcontract/ Copernicus Project

Resolution to Amend Budget – Resolution No. 39-06/07 2006-2007 Career Technical Education Program

Resolution to Amend Budget – Resolution No. 40-06/07 2006-2007 Norco Phase III Industrial Technology Facility Project – Preliminary Plans and Working Drawings

Award of Bid – District Modular Projects – Moreno Valley and Norco Campuses

Out-of-State Travel

Ratify the amendment, for October 1, 2006 through September 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment;	Amendment to the Agreement with the Regents of the University of California
Approve the agreement, for June 1, 2007 through June 30, 2007, for an amount not to exceed \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Caron James
Approve the agreements, for May 12, 2007 through May 13, 2007, for amounts not to exceed \$600.00 and \$500.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreements for the 2007 Jazz Festival
Approve the agreement, for May 14, 2007 through May 18, 2007, for an amount not to exceed \$450.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Jeff Tower
Approve the agreement, for May 10, 2007 through May 12, 2007, for an amount not to exceed a total of \$9,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Dr. Barbara Dossey
Approve the agreement, for May 9, 2007, for an amount not to exceed \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Joyce Patti
Ratify the agreement, for March 15, 2007 through June 30, 2007, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Jose Marquez, La Vista Solutions, L.L.C.
Approve the agreement, for May 11, 2007, for an amount not to exceed \$3,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Muriel Harris
Approve the agreement, from April 18, 2007 through June 8, 2007, for \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to	Agreement with Orlando Alexander

sign the agreement;

Approve the agreement, from April 18, 2007 through April 21, 2007, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Margarita Chkeidze

Approve the agreement, from April 18, 2007 through June 30, 2007, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Chris Beach

Approve the agreement, from April 18, 2007 through June 30, 2007, for an amount not to exceed \$6,118.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Regina Pulley

Approve the affiliation agreement, for the period of one year beginning April 18, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Affiliation Agreement with Community Care and Rehabilitation Center

Approve the agreement, for April 18, 2007 through April 17, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Southwest Healthcare System

Approve the agreement, for May 2, 2007, for an amount not to exceed \$6,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Jimmy Santiago Baca

Approve the agreement, from August 5, 2007 through August 8, 2007, for an amount not to exceed \$9,087.47, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with University of Southern California

Approve the agreement, for May 17, 2007, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Eagle Glen Golf Club

Approve the agreement, from April 18, 2007 through May 1, 2007, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Advanced Electrical Contracting, Inc.

Approve the agreement, for May 31, 2007, for an amount not to exceed \$8,400.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Riverside Marriott

Approve the agreement, for April 18, 2007 through June 30, 2007, for an amount not to exceed \$10,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Group 1 Productions

Approve the agreement, for May 31, 2007, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Eddie Joe Chagolla

Approve the partnership proposal, at no cost to the District;

Partnership with Jobbing.com

Approve the agreement, from April 18, 2007 through June 30, 2007, for an amount not to exceed \$15,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Full Capacity Marketing, Inc.

Ratify the agreement, for January 1, 2007 through December 31, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign both the agreement and the application;

Agreement with Council Connections and Quest Diagnostics

Ratify the agreement, for April 2, 2007 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Pacific Coachworks

Approve the agreement, for April 21, 2007 through

Agreement with Western States



May 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Distribution

Approve the agreement, from April 18, 2007 through July 5, 2007, for \$10,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Duy Dan Nguyen and Mailan Pham

Declare the listed property to be surplus, finding that the property does not exceed the total value of \$5,000.00, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District; (Appendix No. 67)

Surplus Property

Approve using the Nuview Union School District bid as needed for the District Modular Projects;

Purchase Using Nuview Union School District Award

Accept the Moreno Valley Science Tech Building Roofing project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and authorize the Board President to sign the notice;

Notice of Completion – Moreno Valley Science Tech Building Roofing Project

Accept the Bradshaw Center and Dispatch Building Roofing projects as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and authorize the Board President to sign the notice;

Notice of Completion – Bradshaw Center and Dispatch Building Roofing Projects

Accept the Administration and Assessment Center Building Roofing projects as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and authorize the Board President to sign the notice.

Notice of Completion – Administration and Assessment Center Building Roofing Projects

Motion carried. (5 ayes)

In accordance with Board Policy 1042, the Chancellor has accepted the resignation of Mr. Chad Bemis, Assistant Professor, Mathematics, effective June 7, 2007, for personal reasons, Ms. Terri Bunch, Cellular Account Clerk, effective March 30, 2007, for personal reasons, and Ms. Sharisse Smith-Owens, Educational Advisor, effective March 16, 2007, for personal reasons.

The Board received an informational summary of financial activity for the period from July 1, 2006 through March 31, 2007.

The Board received an informational report relative to the District's financial status for the period ending March 31, 2007.

Mr. Medina, seconded by Mrs. Green, moved that the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement, from April 18, 2007 through June 30, 2007, for a total amount of \$65,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

## Information

### Separations

### Monthly Financial Report

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2007.

## BOARD COMMITTEE REPORTS

### Teaching and Learning

#### Proposed Curricular Changes

Agreement with ThermoAir, Inc.

## Resources

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees postpone considering the resolution until the May 15, 2007 regular Board meeting, after more information is presented to the Board during the May 8, 2007 Board Resources Committee meeting. Motion carried. (5 ayes)

A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, Resolution No. 41-06/07

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve entering into agreement with Vavrinek, Trine, Day & Co., LLP to perform the annual audit services for the District and the Foundation for FY 2006/2007 through FY 2009/2010. Motion carried. (5 ayes)

Selection of an External Auditor to Perform District and Foundation Annual Audit Services

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve the issuance of a Request for Proposal (RFP) from qualified hardware vendors for the provision and configuration of the required hardware for release 18 of the Datatel Colleague software. Motion carried. (5 ayes)

Permission to Issue a Request for Proposal (RFP) for Computer System Hardware

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the amended agreement in the amount of \$37,320.00 and the use of Measure C funds as the funding source, and authorize the Vice Chancellor, Administration and Finance to sign the agreement. Motion carried. (5 ayes)

Proposed Amendment to Agreement with Security By Design, Inc.

## Planning

Mrs. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the amendment to the January 16, 2006 agreement between the District and HMC Architects relative to the Learning Center, and approve the use of Measure C funds for the amendment in the amount of \$196,000.00 for IT/AV design and assistance with selection of FF&E, and authorize the Vice Chancellor, Administration and Finance to sign the amendment. Motion carried. (5 ayes)

Amend Architect Agreement  
and Request Additional Funds

Mrs. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with Higginson + Cartozian Architects, Inc. in the amount of \$125,550.00 to provide design and engineering services for the Network Operations Centers at the Moreno Valley Campus and Norco Campus using Measure C funds, approve the PBX expansion project at the Riverside City Campus with a budget not to exceed \$500,000.00 using Measure C funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Design Services Agreement  
Network Operations Centers  
and Project and Budget  
Approval PBX Expansion  
Project

## Governance

The Board received two informational reports relative to the International Education Program and RCCD's Center for International Students and Programs.

Reports to the Board on RCCD  
International Education  
Programs

Ms. Blumenthal, seconded by Mrs. Green, moved that the Board of Trustees accept for first reading the twenty-six (26) policies and five (5) procedures to the Board Policy manual. Motion carried. (5 ayes)

New and Updated Board  
Policies and Procedures for  
Accreditation

The Board received for information the minutes from the March 13, 2007 Board of Trustees Teaching and Learning, Planning, and Resources Committee meetings, and the minutes from the March 26, 2007 Special Joint Committee Meeting with Riverside Community College District Board of Trustees and Alvord Unified School District. Board of Education.

Board of Trustees Committee  
Meeting Minutes

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

ACADEMIC SENATE REPORTS

Mr. Beckstrom presented the report on behalf of the Moreno Valley campus.

Ms. Brooks presented the report on behalf of the Riverside City College Academic Senate.

BUSINESS FROM BOARD MEMBERS

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees pull item IX-A from the agenda regarding the naming of the Digital Library and Learning Resource Center. Motion carried. (5 ayes)

Naming of the Digital Library and Learning Resource Center

Mrs. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the information provided for the nomination of Chancellor Rotella for the 2007 ACCT CEO Award with the understanding that changes can be included before the application deadline of May 7, 2007. Motion carried. (5 ayes)

Nomination of Chancellor Rotella for the 2007 ACCT CEO Award

The Board adjourned to closed session at 7:47 p.m., pursuant to Government Code Section 54957, public employee, discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session at 8:23 p.m., announcing that no action was taken, and adjourned the meeting.

RECONVENEMENT TO OPEN SESSION AND ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: May 15, 2007

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

a. Management

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
*	DISTRICT Monica Green	Interim Associate Vice Chancellor, Student Services and Operations	06/01/07	19.5

b. Contract Faculty  
(none)

c. Long-Term, Temporary Faculty  
(none)

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

e. Overload Assignments  
(none)

f. Part-Time Faculty, Hourly Assignments

Spring Semester 2007

The individuals specified on the attached list.

g. Child Development Center Hourly Employees  
(none)

Report No.: V-A-1-a

Date: May 15, 2007

Subject: Academic Personnel

2. Reorganization

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

It is recommended the Board of Trustees approve the change in title and salary placement for the following academic management position, effective May 16, 2007:

<u>Incumbent</u>	<u>From</u>
Jill Marks	Project Director, Gateway to College (Salary Range: 17.4)
	<u>To</u>
	Dean/Principal, Gateway to College Early College High School and Riverside School for the Arts Charter School (Salary Range: 19.0)

3. Notices of Employment – Academic Managers

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

4. Notices of Employment – Faculty, Academic Year 2007-08

It is recommended the Board of Trustees approve the notices of employment for the academic year 2007-08 for the faculty specified on the attached list.

5. Notices of Employment – Faculty, Academic Years 2007-08 & 2008-09

It is recommended the Board of Trustees ratify the notices of employment for the academic years 2007-08 and 2008-09 for the faculty specified on the attached list.

6. Notices of Employment – Categorically-Funded Faculty, Academic Year 2007-08

It is recommended the Board of Trustees approve the notices of employment for the academic year 2007-08 for the faculty specified on the attached list.

Report No.: V-A-1-a

Date: May 15, 2007

Subject: Academic Personnel

7. Request for Reduced Teaching Load

The Riverside City College Interim President and Dean of Instruction have requested a reduced teaching load for Anne Marie Lyons, Associate Professor Mathematics, for the 2006-2007 academic year.

It is recommended the Board of Trustees approve the request for a reduced teaching load from 1.9668 FTE to 1.9123 FTE for Anne Marie Lyons, Associate Professor Mathematics, for the 2006-2007 academic year.

8. Separations

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
* Sally Armstrong	Associate Professor, Art	06/07/07	Retirement
Janice Kollitz	Associate Professor, English	06/07/07	Retirement
* Carolyn Sue Kross	Associate Professor, Nursing	06/07/07	Retirement
Michael Montano	Associate Professor, Mathematics	06/07/07	Retirement
Patricia Scileppi	Associate Prof., Speech Communication	06/07/07	Retirement



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: May 15, 2007

Subject: Classified Personnel

1. Appointments

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
a. Management/Supervisory				
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				
b. Management/Supervisory – Categorically Funded (None)				
c. Classified/Confidential				
DISTRICT				
*Sandy Powell	Payroll Technician	05/29/07	10-1	Appointment
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS				
Vidal Vargas	Student Services Specialist (Part-time, Permanent @ 47.5%)	05/18/07	17-3	Promotion

Report No.: V-A-1-b

Date: May 15, 2007

Subject: Classified Personnel

1. Appointments – Continued

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
c. Classified/Confidential (Cont'd)				
RIVERSIDE CITY COLLEGE				
*Carmen Campos	Student Employment Personnel Specialist	06/04/07	17-1	Appointment
*Leo Pan	Library Network/Multimedia Integration Specialist	06/11/07	28-1	Appointment
Carnell Sims	Gymnasium Attendant	05/16/07	15-7	Promotion
Ronald Zona	Chemistry Laboratory Coordinator (11-month)	06/18/07	20-1	Appointment
d. Classified/Confidential – Categorically Funded				
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE				
*Linda Ammeraal	Student Financial Services Support Specialist (Part-time @ 95%)	06/04/07	16-1	Appointment
Kericia Sarpy	Clerk Typist (School of Nursing)	05/21/07	13-1	Appointment
e. Professional Experts (None)				
f. Short Term Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.				

Report No.: V-A-1-b

Date: May 15, 2007

Subject: Classified Personnel

1. Appointments – Continued

- g. Temporary as Needed Student Workers  
Short-term appointments of student workers to serve on a temporary as needed basis, as indicated on the attached list.
- h. Community Education Program – 2007 Summer Semester  
The following Professional Expert Presenters, indicated on the attached list, will present a Community Education Program(s).
- i. Special Assignment  
Payment to be approved for the following individual in the amount indicated for her participation in a special assignment:
  - Matriculation Coordination and Training (05/08/07 – 06/30/07)  
Claudia Castro – Total amount not to exceed \$1,500
  - Assisting in scoring VTEA Plans for 2007-2008 (05/16/07 – 05/31/07)  
Natalie Hannum – Total amount not to exceed \$250

2. Professional Growth Achievement Steps

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

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

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

<u>Name</u>	<u>Title</u>	<u>Achievement Step(s) Earned</u>
Sandra Henes	Instructional Department Specialist	Step 1 @ \$35
Veronica Sharaf Eldeen	Administrative Secretary II	Step 2 @ \$35

Report No.: V-A-1-b

Date: May 15, 2007Subject: Classified Personnel

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

The following classified employees have requested temporary reduced workload during the 4/10 work schedule of June 11, 2007 through August 17, 2007. There will be no impact to employee medical benefits during this period;

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

<u>Name:</u>	<u>Title:</u>	<u>From:</u>	<u>To:</u>
Cynthia Acosta	Counseling Clerk III	100%	90%
Howaida Al-Ali	Laboratory Technician	100%	90%
Cindy Andrade	Food Service Worker IV	100%	90%
Nancy Brosious	Production Graphic Designer	100%	80%
Nelya Castro	Student Financial Services Support Specialist	100%	80%
Ann Chambers	Secretary III	100%	80%
Patricia Fulk	Production Printer	100%	80%
Tabitha Fuller	Academic Evaluations Specialist	100%	90%
Sandra Hakenson	Nursing Skills Laboratory Technician	100%	80%
Elizabeth Hilton	Student Financial Services Analyst	100%	80%
Ilse Langeveld	Instructional Department Specialist	100%	90%
Helena Largent	Veterans Services Technician	100%	90%
Maria Maness	Matriculation Specialist	100%	80%
Flor Mazzacua	Food Service Worker IV	100%	90%
Mary Parker	Secretary IV	100%	80%
Carmen Payne	Secretary IV	100%	80%
Carmen Perches	Educational Advisor	100%	80%
Rita Perez	Counseling Clerk II	100%	90%
Richard Sanders	Senior Tool Room Attendant	100%	80%
Kathleen Schuman	Instructional Department Specialist	100%	80%
Kheesa Slaughter	Educational Advisor	100%	90%
Antoinette Van Buhler	Instructional Department Specialist	100%	90%
Lucy Valenzuela	Applications Support Technician	100%	80%
Alta Vasquez	Instructional Support Specialist	100%	90%
Annie Ybarra	Educational Advisor	100%	80%

**AMENDED**

Report No.: V-A-1-b

Date: May 15, 2007

Subject: Classified Personnel

4. Separations

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Gina Gonzales	Foundation Specialist	April 18, 2007	Personal
Rosalind King	Culinary Assistant/Clerk	May 4, 2007	Personal
Steven Orona	Project Manager	April 20, 2007	Personal
James Thomas	Student Financial Services Support Specialist	May 9, 2007	Separation

**AMENDED**

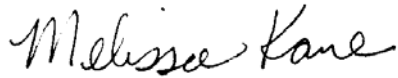
Report No.: V-A-1-b

Date: May 15, 2007

Subject: Classified Personnel

Submitted by:

Transmitted to the Board by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

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Salvatore G. Rotella  
Chancellor

Concurred by:

Concurred by:

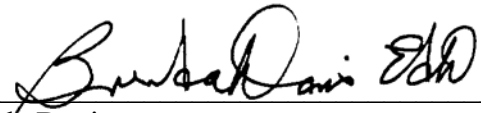


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Chris Carlson  
Chief of Staff/Executive Assistant to the  
Chancellor

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Linda Lacy  
Interim President, Riverside City College



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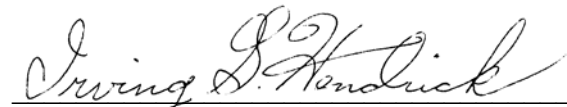
Ray Maghroori  
Vice Chancellor, Academic Affairs

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Brenda Davis  
President, Norco Campus


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James L. Buysse  
Vice Chancellor, Administration and Finance



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Irv Hendrick  
Interim President, Moreno Valley Campus



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Debbie DiThomas  
Interim Vice Chancellor, Student Services/  
Operations

Specialized Tutorial Support (Spring 2007)

Specialized tutoring of dental hygiene students.

Debra Gerger – Paid as lump sum upon completion in the amount of \$901.60

Michelle Hurlbutt - Paid as lump sum upon completion in the amount of \$1036.84

High School Liaison for the Norco Campus Title V Grant (Spring 2007)

Continue to serve as a liaison between Norco Campus Faculty and High School Teachers regarding articulation discussions. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kristen Stutz – Total amount to be paid not to exceed \$11,657.52

Language through Arts (Spring 2007)

To develop innovative ways of teaching language and writing through the arts. Deliverable: Course Outline of Record.

Olga Dumer - Paid as lump sum upon completion in the amount of \$550.00

Percussionist for Vocal Jazz Ensemble (Spring 2007)

Play percussion for Vocal jazz Ensemble

Angela Tabor - Paid as lump sum upon completion in the amount of \$500.00

Program Review (Spring 2007)

George Gage - Paid as lump sum upon completion in the amount of \$1500.00

Dayna Mason - Paid as lump sum upon completion in the amount of \$750.00

Stephen Horn - Paid as lump sum upon completion in the amount of \$750.00

Paul O'Connell - Paid as lump sum upon completion in the amount of \$1500.00

Ron Pardee - Paid as lump sum upon completion in the amount of \$500.00

August Tedesco - Paid as lump sum upon completion in the amount of \$500.00

Sharon Gillins - Paid as lump sum upon completion in the amount of \$1000.00

Nancy Gall - Paid as lump sum upon completion in the amount of \$1500.00

Janis Binam - Paid as lump sum upon completion in the amount of \$750.00

Barbara Hall - Paid as lump sum upon completion in the amount of \$750.00

Siobhan Freitas - Paid as lump sum upon completion in the amount of \$1500.00

Jim Thomas - Paid as lump sum upon completion in the amount of \$1100.00

Evangeline Fawson - Paid as lump sum upon completion in the amount of \$1200.00

Phyllis Rowe - Paid as lump sum upon completion in the amount of \$300.00

Patricia Worsham - Paid as lump sum upon completion in the amount of \$500.00

Diana Webster - Paid as lump sum upon completion in the amount of \$500.00

Off-Broadway production of “Heidi Chronicles” (Summer 2007)

Lighting Designer

Mark Haines - Paid as lump sum upon completion in the amount of \$1400.00

Enrollment Management (Summer 2007)

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

Glenn Hunt – Total amount to be paid not to exceed \$4317.60

ESL Articulation Agreement with SNUSD and ESL Tutor Training Program for Title V Norco Campus (Summer 2007)

Margarita Sirinian - Paid as lump sum upon completion in the amount of \$1942.92

Translation Project (Summer 2007)

Spanish translation for the RCCD Website. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonavita Quinto MacCallum - Total amount to be paid not to exceed \$1000.00

Jurupa Early College Academic Program (RECHS) (Summer 2007)

Participate in program-related activities. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonavita Quinto MacCallum – Total amount to be paid not to exceed \$1349.25

Curriculum Development for Developmental Education (Spring 2007)

Create and hold work workshops for current students throughout spring semester aimed at developing and enhancing students' communication skills. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.

Jennifer Page - Total amount to be paid not to exceed \$135.24

Assistant to the Riverside City Campus President. (Summer 2007)

Enrollment Management

Thomas Allen – Total amount to be paid not to exceed \$1079.40

NSF-Advanced Technological Education Program (Summer 2007)

As part of the NSF-ATE grant, work on ABET accreditation and develop mathematics courses associated with the grant. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Andy Robles - Total amount to be paid not to exceed \$2590.56

Title VIB – Global Logistics (Summer 2007)

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

Rex Beck - Total amount to be paid not to exceed \$2158.80



NSF- Advanced Technological Education Program (Summer 2007)

Develop manufacturing curriculum, perform high school outreach and teach summer outreach robotics camp for high school students. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Paul VanHulle - Total amount to be paid not to exceed \$4101.72

My Fair Lady – Musical Theatre Choreography (Spring 2007)

Choreograph, instruct and coach dance numbers in theatrical production.

Ellen Prince - Paid as lump sum upon completion in the amount of \$1600.00

Learning Community Summer Institute (Summer 2007)

To work in collaboration with faculty within the same learning community and develop curriculum, class projects, align syllabi and develop meeting calendar for the fall 2007 semester.

Oliver Thompson - Paid as lump sum upon completion in the amount of \$250.00

Sandra Torre - Paid as lump sum upon completion in the amount of \$250.00

Micherri Wiggs - Paid as lump sum upon completion in the amount of \$250.00

Kristi Woods - Paid as lump sum upon completion in the amount of \$250.00

Doug Bowen - Paid as lump sum upon completion in the amount of \$250.00

Steve Brewster - Paid as lump sum upon completion in the amount of \$250.00

Thatcher Carter - Paid as lump sum upon completion in the amount of \$250.00

Stacey Cerwin-Bates - Paid as lump sum upon completion in the amount of \$250.00

Ken Cramm - Paid as lump sum upon completion in the amount of \$250.00

Maureen Fry - Paid as lump sum upon completion in the amount of \$250.00

Jenelle Herman - Paid as lump sum upon completion in the amount of \$250.00

Kathy Nabours - Paid as lump sum upon completion in the amount of \$250.00

Miguel Reid - Paid as lump sum upon completion in the amount of \$250.00

Daniel Ortega - Paid as lump sum upon completion in the amount of \$250.00

Victor Sandoval - Paid as lump sum upon completion in the amount of \$250.00

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

Jason Spangler - Paid as lump sum upon completion in the amount of \$250.00

Sivajah Somasundaram - Paid as lump sum upon completion in the amount of \$250.00

Christine Sandoval - Paid as lump sum upon completion in the amount of \$250.00

Summer Chair Hours (Summer 2007)

Prepare Winter & Spring schedules, recruit, hire and mentor new adjunct faculty, adjust fall schedules and other duties.

Carol Farrar - Paid as lump sum upon completion in the amount of \$700.00

Todd Wales - Paid as lump sum upon completion in the amount of \$700.00

Matthew Barboza - Paid as lump sum upon completion in the amount of \$350.00

James Namekata - Paid as lump sum upon completion in the amount of \$700.00

Gregory Elder - Paid as lump sum upon completion in the amount of \$700.00

**The Copernicus Project High School Summer Science Camp (Summer 2007)**

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

Terry Shaw - Paid as lump sum upon completion in the amount of \$550.00

Barbara Moore - Paid as lump sum upon completion in the amount of \$850.00

Joseph Eckstein - Paid as lump sum upon completion in the amount of \$450.00

Gregory Burchett - Paid as lump sum upon completion in the amount of \$400.00

Scott Blair - Paid as lump sum upon completion in the amount of \$500.00

**Curriculum Development for Developmental Education (Spring 2007)**

To develop and create student study notes, worksheets and organize faculty training binders for the math modules 90 A-C and 90 D-F. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Sivajah Somasundaram - Total amount to be paid not to exceed \$1079.40

**ESL/English Workgroup Title V (Spring 2007)**

Involvement with the project includes but is not limited to serving on the Title V Cooperative ESL/English Workgroup committee, assisting with the development of the ESL/English projects under the Title V Cooperative grant, assisting with the development of ESL basic skill projects, and participating in the Title V Cooperative Advisory Committee as agreed by the ESL/English Workgroup committee.

Olga Dumer - Paid as lump sum upon completion in the amount of \$500.00

Margarita Shirinian - Paid as lump sum upon completion in the amount of \$500.00

**Math Summer Bridge Project Title V (Spring 2007)**

Development of 2007 Math Summer Bridge Project. Project includes research and development of Math supplemental instruction (SI) curriculum that encompasses support services, writing across the curriculum, learning centers, and learning resources. Project includes developing project applicable assessment and tools.

Terry Redfern - Paid as lump sum upon completion in the amount of \$1000.00

**Articulation Committee Title V (Spring 2007)**

Involvement with the project includes but is not limited to serving on the Moreno Valley P-16 council, assisting with the development of basic skills and college level course development, working with local high school faculty, increasing academic resources, and focusing on Math articulation with local school district and universities.

Terry Redfern - Paid as lump sum upon completion in the amount of \$500.00

Kathleen Saxon - Paid as lump sum upon completion in the amount of \$500.00

Jeff Rhyne - Paid as lump sum upon completion in the amount of \$500.00

Internship Workgroup Title V (Spring 2007)

Involvement with the project includes but is not limited to serving on the Title V Cooperative Internship Workgroup committee, assisting with the development of the internship project under the Moreno Valley Center for Faculty Development (CFD), assisting with the development of basic skills projects, and participating in the Title V Cooperative Advisory Committee as agreed by the internship Workgroup committee.

Jeff Rhyne - Paid as lump sum upon completion in the amount of \$500.00

Donna Lesser - Paid as lump sum upon completion in the amount of \$500.00

Faculty Development Workgroup Title V (Spring 2007)

Involvement with the project includes but is not limited to serving on the Title V Cooperative Faculty Development Workgroup committee, assisting with the development of the faculty development projects under the Moreno Valley Center for Faculty Development (CFD), implementing faculty development surveys, and participating in the Title V Cooperative Advisory Committee as agreed by the faculty development workgroup committee.

Lorraine Ogata - Paid as lump sum upon completion in the amount of \$500.00

Curriculum Innovation: Introduction to Robotics (Spring 2007)

Develop an introductory robotic course and the associated supply list.

Paul Van Hulle - Paid as lump sum upon completion in the amount of \$2428.65

Website design (Summer 2007)

Crte a website for the Moreno Valley Writing and Reading Center to be used by students and faculty.

Anna Marie Amezcuita - Paid as lump sum upon completion in the amount of \$5397.00

VTEA Reader (Spring 2007)

Assist in scoring VTEA Plans for 2007-08

Donna Lesser - Paid as lump sum upon completion in the amount of \$250.00

NAME	SUBJECT
Baxter, Judith	Nursing Education
Bennett, Joe	Automotive Technology
Brophy, Gene	Reading
Boulanger, Susan	Theater
Calbert, Kisha	Health Science
Carr, Thomas	Administration of Justice
Casner, Daniel	Fire Technology
Cook, Douglas	Automotive Technology
Dees, Delilah	Nursing Education
Griffing, Joyce	Anthropology
Harold, Gina	Emergency Medical Services
Head, Daniel	Physical Education
Jackson, James	Health Science
Lively, Christine	American Sign Language
Mauldin, Marcus	English
Morgan, Joseph	Automotive Technology
Nguyen, Tracy	Mathematics
Orme, Neil	Air Conditioning
Rini, Connie	Senior Citizen Education
Sage, Joy	Library Services
Santiago, Kevin	Welding
Soriano, Marc	Computer Information Systems
Sumpter, James	Welding
Swaffor, William	Library Services
Webber, Diana	Senior Citizen Education

<b>Name</b>	<b>Title</b>	<b>Term of Appointment</b>
Anderson, Lorraine B.	District Dean, Admissions and Records	07/01/07 - 06/30/08
Bajaj, Pankaj	District Dean/Dir, Institutional Reporting & Academic Services	07/01/07 - 06/30/08
Baker, Sandra L.	District Dean, School of Nursing	07/01/07 - 06/30/08
Barron, Richard D.	Associate Dean, Academic Innovative Programs/Occupational Ed	07/01/07 - 06/30/08
Brady, Glen L.	Director, Distance Education	07/01/07 - 06/30/08
Bramucci, Robert S.	District Dean, Open Campus	07/01/07 - 06/30/08
Burnett, Daria	Dean, Student Services (Moreno Valley)	07/01/07 - 06/30/08
Bush, Edward C.	Dean, Student Services (Norco)	07/01/07 - 06/30/08
Camak, Shelagh	Associate Vice Chancellor, Workforce Development	07/01/07 - 06/30/08
Carrillo, Michael S.	EOPS Director	07/01/07 - 06/30/08
Chavez, Maureen C.	Project Director, Dev Hisp-Serving/Dir, Cooperative (Title V Grants)	07/01/07 - 06/30/08
Conyers, Lisa A.	Vice President, Educational Services (Moreno Valley)	07/01/07 - 06/30/08
Delgadillo-Flores, Monica	Dean, Student Services (RCC)	07/01/07 - 06/30/08
Dieckmeyer, Diane	Dean of Instruction (Norco)	07/01/07 - 06/30/08
Gamiz, Gabriela	Project Director, Dev Hisp-Serving Inst Grant (Title V)	07/01/07 - 06/30/08
Greene, Ravelle Lyn	Associate Dean, Grants and Contracts	07/01/07 - 06/30/08
Hanson, Virginia	Dean of Instruction (RCC)	07/01/07 - 06/30/08
Isaac, Wolde-Ab	Instructor/Dean, Health Sciences Programs	07/01/07 - 06/30/08
Jackson, Ola M.	Associate Dean, Teacher Prep and Education Programs	07/01/07 - 06/30/08
Kauffman, Kristina M.	Associate Vice Chancellor, Institutional Effectiveness	07/01/07 - 06/30/08
Keeler, Richard L.	Director, Grant & Contract Services	07/01/07 - 06/30/08
Kimberling, Renee C.	District Director, Health Services	07/01/07 - 06/30/08
Loewenstein, Gaither D.	Vice President, Educational Services (Norco)	07/01/07 - 06/30/08
Marks, Jill M.	Dean/Principal, Gateway to College/RSA Charter School	07/01/07 - 06/30/08
Martinez, Daniel	Associate Director, Institutional Research	07/01/07 - 06/30/08
Martinez-Flores, Marilyn	Dean of Academic Support	07/01/07 - 06/30/08
McCroskey, Paula T.	District Dean, Disabled Student Programs & Services	07/01/07 - 06/30/08

Notices of Employment  
Academic Managers

Board Report V-A-1-a-3  
May 15, 2007  
Page 2 of 2

Meier, Barry N.	District Dean, Physical Education and Athletics	07/01/07 - 06/30/08
Moghaddam, Mohammad	Director, Hospitality and Culinary Arts Programs	07/01/07 - 06/30/08
Nance, Damon E.	Assistant Dean, Library/Learning Resources	07/01/07 - 06/30/08
Perez, Ricardo E.	Vice President, Student Services	07/01/07 - 06/30/08
Quin, Carol L.	Dean, Riverside School for the Arts	07/01/07 - 06/30/08
Schwerdtfeger, Patrick M.	Vice President, Academic Affairs	07/01/07 - 06/30/08
Tenpas, Cynthia L.	Assistant Dean, Library/Learning Resources	07/01/07 - 06/30/08
Thomas, Sylvia A.	Associate Vice Chancellor, Instruction	07/01/07 - 06/30/08
Tillquist, John J.	Dean, Technology and Economic Development	07/01/07 - 06/30/08
Torres, David P.	District Dean, Institutional Research	07/01/07 - 06/30/08
Vincent, Eugenia E.	District Dean, Student Financial Services	07/01/07 - 06/30/08
Vincent, William K.	Dean, Public Safety Education and Training	07/01/07 - 06/30/08
Vito, Ronald A.	Associate Vice Chancellor, Occupational Education	07/01/07 - 06/30/08
Vizuet, Maria Elena	Activity Director, Hispanic-Serving Institutions Title V (Teacher Prep)	07/01/07 - 06/30/08
Whitaker, Debbie K.	Associate Dean, Early Childhood Education	07/01/07 - 06/30/08
Wong, Cecilia	Executive Dean, Technology and Learning Resources	07/01/07 - 06/30/08

Surekha Acharya  
Douglas Alexander  
Thomas Allen  
David Almquist  
Anna Marie Amezquita  
Michael Amrich  
Khalil Andacheh  
Kimberly Anderson  
Kristine Anderson  
Joe Anguiano  
Sally Armstrong  
David Avalos  
Patricia Avila  
David Baker  
Amy Balent  
James Banks  
Robert Baradaran  
Matthew Barboza  
Micheal Barnes  
Rex Beck  
Douglas Beckstrom  
Chad Bemis  
Shailesh Bhatia  
Fabian Biancardi  
Janis Binam  
Scott Blair  
Peter Boelman  
Nikki Bonzoumet  
Douglas Bowen  
Steven Brewster  
Cordell Briggs  
Celia Brockenbrough  
Kathryn Brooks  
Friedrich Brose  
Catherine Brotherton  
Ellen Brown  
Scott Brown  
Timothy Brown  
William Brown  
Gregory Burchett  
Robert Burris  
Dorothy Campbell  
Sofia Carreras  
Deborah Cazares  
Stacey Cerwin-Bates  
Michael Chaks

Achinta Chatterjee  
James Cheney  
Rita Chenoweth  
Jill Christiansen  
Elisa Chung  
Daniel Clark  
Ross Clark  
Michael Cluff  
Eileen Colapinto  
Marie Colucci  
Diane Conrad  
Gerald Cordier  
John Coverdale  
Kenneth Cramm  
Sharon Crasnow  
James Cregg  
Michael Cryder  
Peter Curtis  
Michelle Daddona-Moya  
Arthur Dassow  
Richard Davin  
Leslie Dean  
Joseph DeGuzman  
Joseph DeSantis  
Tamra DiBenedetto  
Joanne Dierdorff  
Kelly Douglass  
Sean Drake  
Olga Dumer  
Jose Duran  
Damianita Dyogi  
Joseph Eckstein  
Gregory Elder  
Carol Farrar  
Katheryn Farris  
Matthew Fast  
Evangeline Fawson  
Richard Finner  
Arend Flick  
Sandra Fontana  
Gerard Forlenza  
Siobhan Freitas  
Janet Frewing  
Teresa Friedrich Finnern  
Maureen Fry  
George Gage



Carlos Garcia  
Hayley Garcia  
Steven Garcia  
John Georgakakos  
Joan Gibbons-Anderson  
Travis Gibbs  
Sharon Gillins  
Cynthia Gobatie  
Douglas Graham  
Alexis Gray  
Priscilla Greco  
Bobbie Grey  
Dariush Haghghat  
Mark Haines  
Barbara Hall  
Deborah Hall  
Lewis Hall  
Judy Haugh  
Kathy Havener  
Paul Herzig  
Jimmie Hill  
Dominique Hitchcock  
Cheryl Honore  
John Hopkins  
Stephen Horn  
Lin Howard  
Shufen Huang  
Lidia Hulshof  
Dina Humble  
Glenn Hunt  
Denise Indermuehle  
Susan Ingham  
Ali Issa  
Henry Jackson  
Charlene Jeter  
Robert Jew  
George Jiang  
Gary Jimenez  
Brian Johnson  
LaNeshia Judon  
Jodi Julian  
Terry Keiser  
Kathryn Kelly  
Stephen Kennedy  
Ellen Kime-Hunt  
Anita Kinser

Theodore Knipe  
Elena Kobzeva-Herzog  
Janice Kollitz  
Lani Kreitner  
Carolyn Kross  
Stephany Kyriakos  
Wilma LaCava  
Mary Legner  
Janet Lehr  
Mark Lehr  
Gloria Leifer Hartston  
Donna Lesser  
Juliana Leung  
Mark Lewis  
Ellen Lipkin  
Gary Locke  
Dwight Lomayesva  
Mark Longway  
Rebecca Loomis  
Allan Lovelace  
Kelly Loveridge  
Clara Lowden  
Stephanie Lowry  
Ann Marie Lyons  
Diana MacDougall  
Richard Mahon  
Deborah Makin  
Barbara Mariscal  
Diane Marsh  
Dayna Mason  
Romulus Masterson  
Peter Matsos  
Kevin Mayse  
James McCarron  
Scott McLeod  
Michael McQuead  
Rosario Mercado  
Kim Metcalfe  
Michael Meyer  
Delores Middleton  
David Mills  
Susan Mills  
Carol Miter  
Melvin Moncrieff  
Michael Montano  
David Moody

Barbara Moore  
Gerber Morales  
Cynthia Morrill  
James Morrison  
Jodi Mowrey  
James Namekata  
David Nelson  
Lee Nelson  
Rebecca Ng  
Christopher Nollette  
Sonya Nyrop  
Paul O'Connell  
Lorraine Ogata  
Cindy Okamura  
Ana Marie Olaerts  
Terrence O'Neill  
Brit Osgood-Treston  
Maria Pacheco  
Ronald Pardee  
Alfred Parker  
Bonnie Pavlis  
David Payan  
Larry Pena  
Judith Perhamus  
Ann Pfeifle  
Michele Pfenninger  
John Pietro  
Sheila Pisa  
Joan Pleasants  
Robert Prior  
Rosa Ramos  
Ernesto Reyes  
Joseph Reynolds  
Jeffrey Rhyne  
Charles Richard  
Andy Robles  
Christopher Rocco  
Richard Rodman  
Nicholas Rodriguez  
Dennis Rogers  
Clarence Romero  
John Rosario  
Phyllis Rowe  
Rogelio Ruiz  
Ronald Ruiz  
Fernando Salcedo

Christine Sandoval  
Victor Sandoval  
Rosemarie Sarkis  
Kathleen Saxon  
Janice Schall  
Ward Schinke  
Donna Schutte  
Patricia Scileppi  
Kathleen Sell  
Mark Sellick  
Joan Semonella  
John Seniguar  
Terrance Shaw  
Steven Sigloch  
Nicholas Sinigaglia  
Karin Skiba  
David Slocum  
Mitzi Sloniger  
Deborah Smith  
Heather Smith  
John Smith  
Katie Smith  
Diane Solorzano  
Sivajah Somasundaram  
Susan St. Peters  
Paula Stafford  
Frank Stearns  
Charles Sternburg  
Walter Stevens  
Carla Stoabs  
Rachel Stone  
Linda Stonebreaker  
Takashi Suzuki  
August Tedesco  
Teresa Thetford  
James Thomas  
Oliver Thompson  
Patrick Titus  
Margaret Tjandra  
Adviye Tolunay Ryan  
Sheryl Tschetter  
Patricia Tutor  
Yuri Ulloa  
Linda Urquizu  
Tammy VantHul  
Daniel Vega

Thomas Wagner  
Edward Wales  
Timothy Wallstrom  
Roger Warren  
David Waxman  
Diana Webster  
Joanna Werner-Fraczek  
Peter Westbrook  
Pamela Wheelchel  
Auston White  
Ingrid Wicken  
Don Wilcoxson  
Edward Williams  
Beverly Wimer  
Kristi Woods  
Patricia Worsham  
Sharon Yates  
Elizabeth Yglecias  
Ron Yoshino  
John Young  
Gwendolyn Yount  
Gail Zwart

Huda Aljord  
Tucker Amidon  
Rudolph Arguelles  
Amanda Brown  
Jami Brown  
Larisa Broyles  
Sarah Burnett  
John Byun  
Amber Casolari  
Leslie Chaks  
Andres Elizalde  
William Elton  
Donald Foster  
Felipe Galicia  
Heather Gonzalez  
Edgar Ivan Gutierrez  
Lisa Hausladen  
Scott Herrick  
Marilynn Heyde  
Chie Ishihara  
Jacqueline Lesch  
Frankie Moore  
Lisa Nelson  
Samuel Pessah  
William Phelps  
Bonavita Quinto-MacCallum  
Richard Ries  
Marc Sanchez  
Margarita Shirinian  
Salvador Soto  
Jason Spangler  
Dimitrios Synodinos  
Rhonda Taube  
Eric Thompson  
Sandra Torre  
Charles Tovares  
Phu Tran  
Leo Truttman  
Paul Van Hulle  
Stephen Wagner  
Virginia White  
Micherri Wiggs  
Cheryl Willie  
Charles Wyckoff  
Valarie Zapata

Margaret Amodeo  
Gregory Aycock (50%)  
Dee Chapman  
Janet Leigh Cordery  
Monica Green-Cochrane  
Mary Lange  
Karyn Magno  
Kimberly Reimer  
Mary Ryder  
Jeffie Townsell  
Annemaire Valadez  
Amy Vermillion

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Heather Steele	Clerical, Substitute	04/13/07-06/30/07	10-1 (Conf)
Paula Howard-Williams	Custodial, Substitute	04/12/07-06/30/07	13-1
Maxim Jeffeth	Custodial, Substitute	04/10/07-06/30/07	13-1
Edmund Martinez	Custodial, Substitute	04/10/07-06/30/07	13-1
Roberto Curiel	Grounds, Substitute	04/05/07-06/30/07	14-1
Jorge Esquivel	Grounds, Substitute	04/12/07-06/30/07	14-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Jonathan Duran	Communication Assistant	04/23/07-06/30/07	\$7.75/hour
Eleanor-Mae Johnson	Community Service Officer	05/01/07-06/30/07	\$14.00/hour
Owen Ou	Computer Technician	04/23/07-06/30/07	\$10.00/hour
Paula Howard-Williams	Custodial Assistant	04/12/07-06/30/07	\$12.50/hour
Maxim Jeffeth	Custodial Assistant	04/10/07-06/30/07	\$12.50/hour
Edmund Martinez	Custodial Assistant	04/10/07-06/30/07	\$12.50/hour
Deborah Moon	Educational Assistant	11/29/06-06/15/07	\$7.50/hour
Monica Rudd	Food Service Assistant	03/13/07-06/30/07	\$9.00/hour
Betty Schopen	Food Service Assistant	03/13/07-06/30/07	\$9.00/hour
Robert Espinosa	Grant Facilitator	03/01/07-06/30/07	\$40.00/hour
Roberto Curiel	Groundsperson Assistant	04/05/07-06/30/07	\$13.00/hour
Jorge Esquivel	Groundsperson Assistant	04/16/07-06/30/07	\$13.00/hour
Erika Kimble	Instructional Aide I	10/01/06-06/30/07	\$7.50/hour
Brandon Barrow	Instructional Aide II	03/20/07-06/30/07	\$8.05/hour
Sara Bauer-Atherton	Interpreter Apprentice	04/16/07-06/30/07	\$11.00/hour
Patricia Mather	Interpreter Apprentice	04/23/07-06/30/07	\$11.00/hour
Madison Romero	Matriculation Assistant I	04/01/07-06/30/07	\$9.00/hour



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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Crystal Alvarado	Office Assistant I	04/01/07-06/30/07	\$9.00/hour
Clifton Simon	Office Assistant I	04/01/07-06/30/07	\$9.00/hour
Amber Baker	Office Assistant II	05/01/07-06/30/07	\$10.50/hour
Fabiola Sianturi	Registered Nurse II	04/28/07-06/30/07	\$32.00/hour
Chinye Ugbuchiekwe	RN IV/Nurse Practitioner	04/10/07-06/30/07	\$45.00/hour
Alma Lopez	Research Intern	03/30/07-06/07/07	\$14.22/hour
Mark Scatena	Stage Hand	03/01/07-06/30/07	\$7.50/hour
Lisa Baker	Tutor III	04/15/07-06/30/07	\$9.00/hour
Joshua Hatfield	Tutor III	04/16/07-06/30/07	\$9.00/hour
Michael Gonzales	Tutor IV	04/09/07-06/30/07	\$10.00/hour
Onyekachim Okpo	Tutor IV	04/09/07-06/30/07	\$10.00/hour

VOLUNTEERS  
BOARD RESOLUTION 10-96/97

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Christina Baker	Health, Human and Public Services	02/12/07-08/12/07
Darwin Chacon	Health, Human and Public Services	02/12/07-08/12/07
Shanta Everett	Health, Human and Public Services	02/12/07-08/12/07
Debra Lujan	Health, Human and Public Services	02/12/07-08/12/07
Kayla Maule	Health, Human and Public Services	02/12/07-08/12/07
Jennifer Pritts	Health, Human and Public Services	02/12/07-08/12/07
Nakesha Tolbert	Health, Human and Public Services	02/12/07-08/12/07
Angela Ward	Health, Human and Public Services	02/12/07-08/12/07
Kenneth Kelley	Public Safety Education Training	04/16/07-10/16/07
Andrew Showalter	Public Safety Education Training	04/04/07-10/04/07
Tanya Minniefield	TRIO Programs	04/05/07-04/05/07
Pamela Seager	Tutorial Services	04/23/07-06/30/07

## DISTRICT FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	RANGE
Akins, Nicholas	Student Worker	Student Activities/Athletics (Baseball) - RIV	04/10/07	19-4
Beckker, Guadalupe	Student Worker	Early Childhood Studies - RIV	04/20/07	19-4
Benson, Reid	Student Worker	Tutorial Services - RIV	01/09/07	19-4
Contreras, Andy	Student Worker	Instructional Media Center - RIV	04/12/07	19-4
Contreras, Antonio	Student Worker	Tutorial Services - RIV	04/20/07	19-4
Duvall, Mathew	Student Worker	Tutorial Services - NOR	04/12/07	19-4
Hudec, Kevin	Student Worker	Information Systems & Technology - RIV	04/20/07	19-4
Hustead, Chantelle	Student Worker	Outreach - RIV	04/20/07	19-4
Jung, Ju Hwang	Student Worker	Tutorial Services - RIV	04/10/07	19-4
Klovuthianun, Nattarin	Student Worker	Tutorial Services - RIV	04/09/07	19-4
Lin, Chungchen	Student Worker	Tutorial Services - RIV	04/20/07	19-4
Marquez Dalgado, Maria	Student Worker	Tutorial Services - MV	04/20/07	19-4
McLaughlin, Devin	Student Worker	Instructional Media Center - MV	04/23/07	19-4
Parker, Yolanda	Student Worker	Student Services - MOV	04/10/07	19-4
Patel, Charmi	Student Worker	Tutorial Services - RIV	04/10/07	19-4
Tamayo, Gregory	Student Worker	Counseling - MOV	04/20/07	19-4
Topp, Tyler	Student Worker	Student Activities/Athletics (Baseball) - RIV	04/23/07	19-4

## CATEGORICAL FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	RANGE
Aldape, Evelyn	Student Worker	Dental Hygiene - MV	04/10/07	19-4
Cartwright, Breonica	Student Worker	Athletics (Track) - RIV	04/20/07	19-4
Edwards, Kerry	Student Worker	Student Services - MV	04/12/07	19-4
Magana, Raymond	Student Worker	College Safety & Police - RIV	04/20/07	19-4
Orchanian, Raquel	Student Worker	Early Childhood Studies - NOR	04/23/07	19-4
Robinson, Clifford	Student Worker	College Safety & Police - RIV	04/12/07	19-4
Romero, Gabriel	Student Worker	College Safety & Police - MV	04/20/07	19-4
Sanchez, Hector	Student Worker	College Safety & Police - NOR	04/10/07	19-4
Soper, Misti	Student Worker	Student Services - MV	04/10/07	19-4

RIVERSIDE COMMUNITY COLLEGE  
COMMUNITY EDUCATION PRESENTERS

2007 SUMMER SEMESTER

The following Professional Expert Presenters, indicated below, will present a Community Education program(s) from June 1, 2007 through August 31, 2007:

<u>Professional Expert Presenter</u>	<u>Program(s)</u>
Abdul, Quayum	Candle & Soap Making
Adams, Greg	National Registry; EMT; CPR
Adams, Joe	Tai Chi Ch'uan
Almquist, David	Summer Swim
Anderson, John	Traffic School; Drivers Ed
Aviles, Alfredo	Drivers Education
Barger, Brooke	Summer Swim
Barley, Maureen	Planetarium Shows
Blair, Scott	Planetarium Presentations
Bolowich, Hans	National Registry; EMT; CPR
Booth, Thomas	National Registry; EMT; CPR
Bushman, Linda	Dental Hygienist Program
Butler, Nora	Cake Decorating; Desserts
Casarez, Steve	National Registry; EMT; CPR
Case, Adam	National Registry; EMT; CPR
Cleveland, Darryl	National Registry; EMT; CPR
Copeland, Jeffrey	National Registry; EMT; CPR
Coryell, Jon	National Registry; EMT; CPR
Croft, Michael	Karate
Davis, Heather	National Registry; EMT; CPR
Davis, Scott	National Registry; EMT; CPR
Debowski, Patty	Digital Scrapbook
Deyo, Bryan	National Registry; EMT; CPR
Duncan, Terry	National Registry; EMT; CPR
Erdle, Harvey	Badminton; Tennis; Ceramics
Evans, Janet	Baby Sign
Fedick, Linda	Belly Dancing
Finfrock, Douglas	Summer Swim
Finner, Richard	Desktop Publishing for Kids
Fontaine, Robert	National Registry; EMT; CPR
Fuentes, Mike	Pole Vaulting
Gilbert, James	Cartoon Factory; Art; Writing; Book Illustration
Hagar, Gary	Spanish for Travel
Hall, David	Smog Certification
Harold, Gina	National Registry; EMT; CPR

2007 SUMMER SEMESTER (Continued)

Professional Expert Presenter

Harold, Ryan  
Hartnett, Teryn  
Heard, India  
Heyde, Marilyn  
Hudson, Karen Christine  
Hulshof, Lidia  
Irving, Mathew  
Jeremiah, Steven  
Jones, Andrea La Nise  
Keiser, Terry  
Klauss, Sally  
Knight, Carla  
Konstant, Eugene

Kowallis, Laurence  
Kramer, Gigi  
Leibel, Robert  
Leon, Chris  
Lesser, Donna  
Lewis, Mildred  
McKindley, Judeth  
Mendoza, Anthony  
Mercado, Rosario  
Mickens, Margaret  
Miller, Christopher  
Morris, Rex  
Mulhall, Michael  
Murphy, Dennis  
Nace, Julie  
Niell, Shirley  
Niemeyer, Daniel  
Nollette, Christopher  
Nugent, Randall  
Nugent, Yvonne  
Parker, Mary  
Pritchard, Randy  
Rawlings, Phillip  
Richard, Robert  
Sanders, Kristy  
Shiffermiller, Barbara

Program(s)

National Registry; EMT; CPR  
Dog Trainer  
Knitting  
Dental Hygienist Program  
Costumes  
Dental Hygienist Program  
Poker  
National Registry; EMT; CPR  
Grant Writing, Fico, Money  
Digital Magic  
Supervision and Leadership  
National Registry; EMT; CPR  
Manage Your Business Profitably; Finance Your  
Business without Credit; Rebuild Your Personal  
Credit; Smart about Business; Homebase Business;  
Mail, Catalog  
Internet Stock Investing Series  
National Registry; EMT; CPR  
Stock Options  
National Registry; EMT; CPR  
Dental Hygienist Program  
Crochet Classes  
National Registry; EMT; CPR  
Landscape Design for the Homeowner  
Spanish for Medical Personnel  
Floral Design; Decorating Gardens  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
Food Class  
Artistry of Words  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
Scrapbooking  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
National Registry; EMT; CPR  
Planetarium  
Drivers Education

2007 SUMMER SEMESTER (Continued)

<u>Professional Expert Presenter</u>	<u>Program(s)</u>
Schreck, Crystal	Planetarium
Schulz Jr., Michael	National Registry; EMT; CPR
Smith, Damien	Kids Track and Field
Smith, John	Kids Basketball
Stockcamp, Cassandra	Kids Chess
Stover, Mark	Guitar Lessons
Studer, Jessica	Kids Scrap Booking
Studer, Susan Renee	Substitute Teaching
Suzuki, Kevin	Karate
Tate, Curtiss W	National Registry; EMT; CPR
Tyler, Mark	Planetarium Presentations
Vaezazizi, Reza	National Registry; EMT; CPR
Vega Sanchez, Mario	Command Spanish
Wells, Kellie	National Registry; EMT; CPR
White, Michael	National Registry; EMT; CPR
Whittaker, Heather	Mommy & Me Cooking
Wilde, Sean	National Registry; EMT; CPR
Wilkins, Debra	ABC's of English/Western Riding
Wright, Eric	Anime, Flash
Wu, Stephen R	National Registry; EMT; CPR
Wu, Elva Jean	National Registry; EMT; CPR
Yount, Michael	National Registry; EMT; CPR
Zhivetin, Marina	Sewing Classes
Zlaket, Marcie Marie	Art, Illustration & Cartoon

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. V-A-2

Date: May 15, 2007

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

Background: The attached Purchase Order and Warrant Report --All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$3,823,838 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 97119-98671) totaling \$6,310,341 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 \$3,823,838 and District Warrant Claims totaling \$6,310,341.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 4/01/07 thru 4/30/07

PO#	Fund	Location	Department	Vendor	Description	Amount
B0001521	12	ACW	Workforce Preparation	OfficeMax	Other Supplies	2,000
B0001524	12	AAF	Diversity, Equity & Compliance	Barnes & Noble	Reference Books	2,630
B0001525	11	FDD	Facilities - Moreno Valley	Apple Valley Communications	Other Services-Annual Fire Alarm Testing	1,530
B0001528	12	EJA	V P Educational Services - Norco	Amazon.Com Credit	Reference Books	1,570
B0001531	11	DDD	Facilities - Riverside	Ernest Paper Products, Inc.	Custodial Supplies	10,292
B0001534	12	AJV	VTEA	Full Capacity Marketing, Inc.	Other Services-Bus & Industry Video	15,000
B0001535	12	ACW	Workforce Preparation	Elmer's of Indio	Food	1,200
B0001536	12	ACW	Workforce Preparation	Safeguard Business Systems	Other Services-Work Study Reimbursement	1,500
B0001537	11	ACC	Institutional Research	Office Depot	Other Supplies	3,637
B0001539	12	DDD	Facilities - Riverside	Traffic Control Service, Inc.	Repair Parts	2,485
B0001542	11	DZH	Athletics	Coach USA - Los Angeles	Transportation Contracts	5,000
B0001544	11	ACD	Assessment and Accountability	CDW-G	Other Supplies	3,700
B0001545	11	DDD	Facilities - Riverside	Home Depot	Repair Parts	3,311
B0001550	12	ACW	Workforce Preparation	Hargrave & Associates, LLC	Other Services-Work Study Reimbursement	1,500
B0001551	12	ACW	Workforce Preparation	AIM - All Insurance Marketing	Other Services-Work Study Reimbursement	1,500
B0001556	33	EDD	Facilities - Norco	Sunshine Growers Nursery, Inc.	Grounds/Garden Supplies	1,200
B0001560	11	DJA	Academic Affairs	Corporate Express	Other Supplies	1,000
B0001561	11	EZE	Student Financial Services	OfficeMax	Other Supplies	1,052
B0001562	11	EQE	Physical and Life Sciences	Getinge/Castle, Inc.	Repairs - Parts	3,000
B0001565	12	FQE	Mathematics, Science & Physics	Ward's Natural Science Estab	Instructional Supplies	1,257
B0001569	12	FHE	Health, Human & Public Service	Reliable Office Solutions	Copying and Printing	1,914
B0001570	12	FHE	Health, Human & Public Service	Henry Schein Inc.	Instructional Supplies	6,800
C0001356	12	EJA	V P Educational Services - Norco	Baca, Jimmy Santiago	Lecturers	6,500
C0001357	11	AJO	Open Campus	Hatch Jr, George	Professional Services	1,000
C0001358	12	AJV	VTEA	Marquez, Gilbert	Trainer, Norco CIS Faculty	5,000
C0001359	12	EDD	Facilities - Norco	ASR Constructors, Inc.	Construction Contract-HazMat Building	39,000
C0001360	12	FDD	Facilities - Moreno Valley	ASR Constructors, Inc.	Construction Contract-HazMat Building	39,000
C0001361	11	DEB	Performing Arts	Junkin, Jerry F	Clinician	1,500
C0001362	11	APR	Performance Riverside	Rodgers & Hammerstein	Rents and Leases	8,860
C0001363	11	APR	Performance Riverside	Music Theatre International	Rents and Leases	22,571
C0001364	11	APR	Performance Riverside	California Theatre Center	Rents and Leases	15,500
C0001365	11	EQE	Physical and Life Sciences	City of Norco	Rents and Leases	1,605
C0001366	12	ACW	Workforce Preparation	Manriquez, Robert	Math Curriculum Development	1,000
C0001367	41	FDD	Facilities - Moreno Valley	Higginson+Cartozian Architects, Inc	Modular Redistribution	63,000
C0001368	11	DEB	Performing Arts	Sedatofe, Kevin	Clinician	1,500



Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/07 thru 4/30/07

PO#	Fund	Location	Department	Vendor	Description	Amount
C0001369	12	AJV	VTEA	Fujifilm Graphic Systems USA, Inc.	Bid Award-Workflow Computer Plate	65,000
C0001370	12	AJV	VTEA	Dossey, Inc	Speaker Fee	7,500
C0001371	41	DYA	Library	K & Z Cabinet Co, Inc	Equip Additional \$5000 >	51,271
C0001372	11	ACE	School of the Arts	Chkeidze, Margarita	Concert Pianist	2,000
C0001374	41	DDD	Facilities - Riverside	Higginson+Cartozian Architects, Inc	Architect's Fees	92,525
C0001375	41	ADD	Facilities Planning	Steinberg Architects	Consultants	807,532
C0001376	11	AAE	Communications & Web Development	Geographics	Other Services-Website Content Manager	18,500
C0001377	12	DSA	Applied Technology	ThermoAir	Spray Booth- Purchase & Install	65,000
C0001378	11	DSA	Applied Technology	Banc of America Leasing	Lease	4,800
C0001378	11	AJC	Occupational Education	Banc of America Leasing	Lease	2,400
C0001379	12	AJV	VTEA	Group 1 Productions	Video Production for CalWorks	10,000
C0001381	11	DEB	Performing Arts	Palmer, Kye G.	Guest Artist	1,500
C0001382	11	AAJ	Human Resources	PeopleAdmin, Inc	Consultants	18,500
C0001382	12	AAF	Diversity, Equity & Compliance	PeopleAdmin, Inc	Other Services-Online Applications Software	11,000
C0001383	41	EDD	Facilities - Norco	John R. Byerly, Inc.	Geotechnical Update Service	7,500
C0001384	41	EDD	Facilities - Norco	Higginson+Cartozian Architects, Inc	District Modular Project	73,000
C0001385	11	EOC	Arts, Humanities & World Languages	Advanced Electrical Contracting Inc	Other Services-Lighting, Sound, My Fair Lad	5,000
C0001386	41	FDD	Facilities - Moreno Valley	Higginson+Cartozian Architects, Inc	District Modular Project	86,525
P0007874	11	DSA	Applied Technology	Burke Brothers Construction	Repairs - Parts	4,880
P0007882	11	DJA	Academic Affairs	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,012
P0007885	11	DSA	Applied Technology	Allied Storage Containers, Inc	Equip Additional \$200-\$4999	3,732
P0007898	11	AAB	Board of Trustees	Green, Janet	Travel Expenses	1,471
P0007907	12	DEA	Art	Aardvark Clay & Supplies	Equip Replacement \$200-\$4999	1,180
P0007910	11	ADD	Facilities Planning	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,902
P0007912	12	AJV	VTEA	Computerland of Silicon Valley	Computer Software Maint/License	10,441
P0007915	11	DQB	Life Sciences	K-Log, Inc.	Instructional Supplies	1,193
P0007919	12	AXD	Center for Applied Competitive Tech	Spirit Cruises	Travel Expenses	1,000
P0007920	12	AJV	VTEA	Helm, Inc.	Comp Equip Additional \$200-\$4999	21,214
P0007921	12	DZC	Counseling	Konica Minolta Business Solutions	Equip Replacement \$5000 >	6,380
P0007923	12	DQD	Physical Science	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	21,230
P0007924	12	DVA	Cosmetology	Corporate Express	Equip Additional \$200-\$4999	12,320
P0007925	11	DSA	Applied Technology	STI Machine Services, Inc.	Repairs - Parts	1,391
P0007927	11	DQB	Life Sciences	Carolina Biological Supply Co	Equip Additional \$200-\$4999	1,145
P0007928	12	DQA	Chemistry	Troxell Communications, Inc.	Equip Additional \$200-\$4999	2,552
P0007931	12	DZK	Student Activities - Intramural	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,400
P0007932	12	DZK	Student Activities - Intramural	G/M Business Interiors	Equip Additional \$200-\$4999	4,582
P0007939	12	FOA	Humanities & Social Sciences	Dick Blick Company, Inc.	Equip Additional \$200-\$4999	4,525
P0007940	11	EQE	Physical and Life Sciences	Ward's Natural Science Estab	Instructional Supplies	1,039

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 4/01/07 thru 4/30/07

P#	Fund	Location	Department	Vendor	Description	Amount
P0007943	12	EOA	Social & Behavioral Sciences	The Bone Room	Equip Additional \$200-\$4999	2,424
P0007944	12	EOA	Social & Behavioral Sciences	Skulls Unlimited International, Inc	Equip Additional \$200-\$4999	1,076
P0007947	11	AAJ	Human Resources	Liebert Cassidy Whitmore	Lecturers	1,600
P0007949	11	EQE	Physical and Life Sciences	American Red Cross	Other-CPR Certification Fees	1,096
P0007959	11	DSA	Applied Technology	Burke Engineering, Co.	Instructional Supplies	1,828
P0007962	11	AJO	Open Campus	Bramucci, Robert	Conferences	2,019
P0007964	12	AJV	VTEA	College of Dupage	Computer Software Maint/License	2,050
P0007966	12	EYA	Library	Encyclopedia Britannica, Inc.	Books/New and Expanded Library	1,288
P0007969	11	FDD	Facilities - Moreno Valley	Golf Ventures West, LLC	Equip Additional \$200-\$4999	15,067
P0007970	11	FMB	Dean of Instruction - Moreno	Accrediting Commission CHE126C	Professional Services	2,000
P0007980	12	EZP	Disabled Student Services	Temecula Valley Office Interiors	Equip Additional \$200-\$4999	9,307
P0007982	12	EQE	Physical and Life Sciences	Fisher Scientific	Equip Additional \$200-\$4999	15,713
P0007983	11	DZH	Athletics	Office Depot	Equip Additional \$200-\$4999	1,675
P0007985	12	DZE	Student Financial Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,027
P0007985	12	EZE	Student Financial Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,027
P0007985	12	FZE	Student Financial Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,027
P0007986	12	DZB	Admissions & Records	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,053
P0007986	12	EZB	Admissions & Records	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,027
P0007986	12	FZB	Admissions & Records	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,053
P0007987	12	DZB	Admissions & Records	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	1,922
P0007987	12	FZB	Admissions & Records	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	1,922
P0007991	41	EUA	Early Childhood Studies - Norco	Lakeshore Learning Materials	Other Supplies	1,710
P0007997	41	ADD	Facilities Planning	ATE Environmental, Inc	Other-Market & University	2,500
P0007998	41	ADD	Facilities Planning	Fast Signs	Other-Market & University	2,659
P0007999	11	DSA	Applied Technology	Virco, Inc.	Equip Additional \$200-\$4999	14,766
P0008000	11	DSA	Applied Technology	Murray's Hotel & Restaurant	Equip Additional \$200-\$4999	1,478
P0008009	11	FTA	Academy / Criminal Services	Hannum, Natalie	Conferences	1,106
P0008016	12	DZB	Admissions & Records	Lawrence Metal Products, Inc.	Equip Additional \$200-\$4999	1,243
P0008018	12	DZB	Admissions & Records	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,839
P0008020	12	AAF	Diversity, Equity & Compliance	Beeman, Chani	Conferences	1,585
P0008022	12	DQD	Physical Science	Pasco	Instructional Supplies	37,253
P0008023	12	DQD	Physical Science	Sargent-Welch	Instructional Supplies	2,730
P0008025	11	DSA	Applied Technology	STI Machine Services, Inc.	Repairs - Parts	1,669
P0008026	11	DMA	President - Riverside	Inland Empire Scholarship Fund	Advertising	1,000
P0008031	11	AAP	Public Affairs & Institution	Clear Channel Broadcasting, Inc.	Advertising	3,040
P0008033	12	DUA	Early Childhood Studies - Riv	Worthington Direct	Instructional Supplies	4,610
P0008035	11	DZH	Athletics	Earthwise Organics	Grounds/Garden Supplies	1,266
P0008037	11	EDD	Facilities - Norco	Corona Norco Lawnmower, Inc.	Equip Additional \$200-\$4999	4,724

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 4/01/07 thru 4/30/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0008038	41	DYA	Library	KI	Equip Additional \$200-\$4999	1,960
P0008041	11	DYA	Library	A A Equipment Rental Co., Inc.	Other Services-Replace Rims Gator Vehicle	1,052
P0008043	11	AJO	Open Campus	United States Postal Service	Postage	18,000
P0008049	12	FDD	Facilities - Moreno Valley	Hazmat Chemical Storage, Inc	Equip Additional \$200-\$4999	4,801
P0008053	11	EDD	Facilities - Norco	Unisource Worldwide, Inc.	Equip Additional \$200-\$4999	1,892
P0008058	12	DSA	Applied Technology	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,763
P0008067	11	DSA	Applied Technology	Action Sales	Equip Additional \$200-\$4999	3,931
P0008068	11	DZH	Athletics	Apple Computer, Inc.	Equip Additional \$200-\$4999	1,192
P0008070	12	DZD	Health Services	Kimberling, Renee	Conferences	2,152
P0008077	41	FDD	Facilities - Moreno Valley	Liberty Landscaping, Inc.	Construction Contract	7,425
P0008082	11	DMA	President - Riverside	Commercial Furniture Brokerage LLC	Consultants	1,950
P0008083	11	EDD	Facilities - Norco	Best Temporary Services	Temporary Services	4,000
P0008084	11	DZC	Counseling	Roadways International Inc.	Transportation Contracts	1,080
P0008085	41	FDD	Facilities - Moreno Valley	Advanced Electrical Contracting Inc	Remodel Projects	1,426
P0008087	11	FMC	Information Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,385
P0008088	11	EMC	Information Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,385
P0008089	12	AXD	Community & Economic Development	Slayton, Deborah	Conferences	1,100
P0008090	12	DZP	Disabled Student Services	LifeSigns, Inc.	Professional Services	7,000
P0008097	12	DZC	Counseling	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,027
P0008097	12	EZC	Counseling	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,027
P0008097	12	FZC	Counseling	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,027
P0008098	12	DZB	Admissions & Records	CDW-G	Comp Equip Additional \$200-\$4999	2,310
P0008099	11	FDD	Facilities - Moreno Valley	Automatic Doors, Com	Fixtures & Fixed Equipment	5,550
P0008100	11	FDD	Facilities - Moreno Valley	Ultra Haulers Corporation	Equip Additional \$200-\$4999	3,321
P0008104	12	ACW	Workforce Preparation	Alura Credit Union	Other Services-LifeSkills, FYEP Youth	1,640
P0008105	11	DMD	Learning Resource Center	HW Wilson Company	Instr Media Material	1,347
P0008105	11	FYA	Library	HW Wilson Company	Instr Media Material	1,266
P0008106	12	DEA	Art	Advanced Electrical Contracting Inc	Fixtures & Fixed Equipment	2,492
P0008107	41	DYA	Library	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,152
P0008108	11	FMA	President - Moreno Valley	A M Leonard Inc.	Grounds/Garden Supplies	4,130
P0008110	11	DMC	Information Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	10,154
P0008111	11	DZH	Athletics	Almquist, David	Travel Expenses	1,925
P0008121	11	DZH	Athletics	Almquist, David	Travel Expenses	1,080
P0008128	11	FYA	Library	Salem Press Inc	Reference Books	1,601
P0008138	11	FYA	Library	Ambassador Books And Media	Reference Books	2,000
P0008139	11	FYA	Library	Films for the Humanities & Sciences	Reference Books	3,000
P0008140	12	FYA	Library	Midwest Library Service	Books/New and Expanded Library	3,298
P0008140	11	FYA	Library	Midwest Library Service	Reference Books	3,800

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/07 thru 4/30/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0008141	41	FDD	Facilities - Moreno Valley	LGP Engineering & Construction Inc.	Remodel Projects	3,700
P0008146	11	DZH	Athletics	Courtyard by Marriott	Travel Expenses	1,680
P0008148	11	DMA	President - Riverside	Apple Computer, Inc.	Comp Equip Replacement \$200-\$4999	2,798
P0008149	11	DDD	Facilities - Riverside	Troxell Communications, Inc.	Equip Additional \$200-\$4999	2,802
P0008150	41	FDD	Facilities - Moreno Valley	Fast Signs	Remodel Projects	2,253
P0008154	41	FDD	Facilities - Moreno Valley	CBE Office Solutions	Equip Additional \$200-\$4999	10,970
P0008155	11	FDD	Facilities - Moreno Valley	JSI Industries, Inc.	Repairs - Parts	1,216
P0008159	11	FDD	Facilities - Moreno Valley	Advanced Electrical Contracting Inc	Remodel Projects	3,276
P0008160	11	FDD	Facilities - Moreno Valley	FineLine Interiors Inc.	Remodel Projects	4,825
P0008161	11	FDD	Facilities - Moreno Valley	FineLine Interiors Inc.	Remodel Projects	1,818
P0008171	12	DVA	Cosmetology	Corporate Express	Equip Additional \$200-\$4999	2,461
P0008173	12	AJV	VTEA	Central Visual Information	Computer Software Maint/License	3,886
P0008177	11	FDD	Facilities - Moreno Valley	Advanced Electrical Contracting Inc	Fixtures & Fixed Equipment	7,168
P0008178	11	FDD	Facilities - Moreno Valley	FineLine Interiors Inc.	Remodel Projects	1,130
P0008180	12	ACW	Workforce Preparation	Altura Credit Union	Other Services-LifeSkills, FYEP Youth	2,688
P0008182	11	DVA	Cosmetology	OfficeMax	Instructional Supplies	1,324
P0008183	12	ACE	School of the Arts	Corporate Express	Equip Additional \$200-\$4999	1,640
P0008184	12	AJV	VTEA	Calumet	Comp Equip Additional \$200-\$4999	1,172
P0008186	11	DEB	Performing Arts	Japan Travel Bureau	Travel Expenses	5,760
P0008189	12	DSA	Applied Technology	Apple Computer, Inc.	Equip Additional \$200-\$4999	21,079
P0008194	12	DRA	Physical Education	Advanced Office Services	Equip Replacement \$200-\$4999	7,621
P0008197	12	DQD	Physical Science	Wolftram Research, Inc.	Computer Software Maint/License	3,808
P0008203	11	AZB	Admissions & Records	A & H Rents	Commencement	2,540
P0008204	11	AAP	Public Affairs & Institution	KOLA/KCAL	Advertising	1,500
P0008206	11	DQB	Life Sciences	Ward's Natural Science Estab	Equip Additional \$200-\$4999	1,022
P0008219	12	ACW	Workforce Preparation	Riverside Transit Agency	Transportation/Bus Passes	2,795
P0008221	12	DZE	Student Financial Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	5,038
P0008224	11	DZC	Counseling	Enterprise Rent-A-Car	Travel Expenses	1,000
P0008225	12	AXD	Community & Economic Development	lean Solutions Manufacturing Consultan	Other Services-Safety Course	2,400
P0008226	12	AXD	Community & Economic Development	Paton Group	Equip Additional \$200-\$4999	4,949
P0008231	12	DSA	Applied Technology	CDW-G	Computer Software Maint/License	1,967
P0008232	12	FMB	Dean of Instruction - Moreno	Dallas Midwest	Instructional Supplies	5,978
P0008234	11	DRA	Physical Education	Jim's Music Center, Inc.	Equip Additional \$200-\$4999	5,591
P0008236	12	FSB	Business & Computer Information	Clear Vision Networks, Inc.	Equip Additional \$200-\$4999	1,006
P0008238	12	FMB	Dean of Instruction - Moreno	CDW-G	Instructional Supplies	8,626
P0008240	11	DEB	Performing Arts	Japan Travel Bureau	Travel Expenses	2,855
P0008244	12	FQE	Mathematics, Science & Physics	Reliable Office Solutions	Instructional Supplies	2,442
P0008246	12	AXD	Community & Economic Development	Coast Machinery Movers	Other Services-Move Granite Shop Table	1,200

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 4/01/07 thru 4/30/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0008247	12	DSA	Applied Technology	Action Sales	Equip. Additional \$5000 >	7,318
P0008251	11	AZN	International Students	Saito, Aya	Scouting	1,788
P0008252	11	DSA	Applied Technology	Moghaddam, Mohammad B.	Conferences	1,377
P0008254	11	DRA	Physical Education	Office Depot	Equip. Additional \$200-\$4999	2,324
P0008255	12	FMB	Dean of Instruction - Moreno	CDW-G	Instructional Supplies	13,478
P0008263	11	ADD	Facilities Planning	Facilities Planning & Consulting Sys	Other Services-Fusion Software Training	1,424
P0008265	12	AXD	Community & Economic Development	Slayton, Deborah	Conferences	1,492
P0008269	12	AXD	Community & Economic Development	Gateway Companies, Inc.	Comp Equip. Additional \$200-\$4999	4,051
P0008271	11	DZH	Athletics	Almquist, David	Travel Expenses	1,594
P0008272	12	DSA	Applied Technology	Gateway Companies, Inc.	Comp Equip. Replacement \$200-\$4999	1,655
P0008274	11	DEB	Performing Arts	Academic Superstore	Software <\$200	1,508
P0008275	11	DDB	Campus Business Operations	Gateway Companies, Inc.	Comp Equip. Additional \$200-\$4999	2,012
P0008278	12	DSA	Applied Technology	Apple Computer, Inc.	Comp Equip. Replacement \$200-\$4999	4,083
P0008279	11	DZH	Athletics	Holiday Inn	Travel Expenses	3,597
P0008280	41	EDD	Facilities - Norco	Above All Names Concrete Construction	Construction Contract	20,950
P0008281	12	DZE	Student Financial Services	Sehi Computer Products, Inc.	Comp Equip. Additional \$200-\$4999	2,318
P0008284	11	ESB	Business, Engineering & Info	Paton Group	Computer Software Maint/License	6,998
P0008286	11	FDD	Facilities - Moreno Valley	Victor Concrete	Construction Contract	3,300
P0008289	11	AAE	Communications & Web Develop	Computerland of Silicon Valley	Computer Software Maint/License	2,115
P0008294	12	AJV	VTEA	Shutterstock, Inc.	Periodicals/Magazines	1,020
P0008295	12	AJV	VTEA	Thomson West	Periodicals/Magazines	1,869
P0008296	11	AMC	Information Services	Govplace	Computer Software Maint/License	5,015
P0008303	11	AJK	Associate V.C. Instruction	Gateway Companies, Inc.	Comp Equip. Additional \$200-\$4999	3,169
P0008306	12	DUA	Early Childhood Studies - RIV	Gateway Companies, Inc.	Comp Equip. Additional \$200-\$4999	1,799
P0008310	12	DOD	History, Philosophy, Humn. Ethnic	Advanced Copy Systems	Equip. Additional \$5000 >	6,260
P0008315	12	EDD	Facilities - Norco	Hazmat Chemical Storage, Inc	Equip. Additional \$200-\$4999	1,399
P0008316	11	DZH	Athletics	Gateway Companies, Inc.	Comp Equip. Replacement \$200-\$4999	4,238
P0008318	11	DMD	Learning Resource Center	FirstCom Music	Other Services-Annual Music Score	1,003
P0008324	12	FTA	Academy / Criminal Services	Gateway Companies, Inc.	Comp Equip. Additional \$200-\$4999	24,101
P0008325	11	ESB	Business, Engineering & Info	MSC Industrial Supply Co., Inc.	Instructional Supplies	1,684
P0008326	12	EQE	Physical and Life Sciences	Rainin Instrument LLC	Equip. Additional \$200-\$4999	6,257
P0008330	11	EQE	Physical and Life Sciences	Pasco	Instructional Supplies	1,698
P0008331	11	EQE	Physical and Life Sciences	Ward's Natural Science Estab	Instructional Supplies	6,671
P0008332	12	AZR	Campus Police	Golden Pacific Systems	Other Supplies	17,953
P0008333	12	AZR	Campus Police	Borden Decal Company	Other Supplies	2,849
P0008335	11	FMD	Learning Resource Center	Digital Juice, Inc.	Instr Media Material	1,276
P0008340	12	AJV	VTEA	Apple Computer, Inc.	Comp Equip. Additional \$200-\$4999	2,800
P0008343	11	DZH	Athletics	Comfort Inn	Travel Expenses	1,060

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/07 thru 4/30/07

PO#	Fund I	Department	Vendor	Description	Amount
P0008347	11	Facilities - Riverside	Sierra School Equipment Company	Remodel Projects	1,569
P0008348	12	Dean of Instruction - Moreno	Reliable Office Solutions	Equip Additional \$5000 >	9,525
P0008352	12	Physical and Life Sciences	Bio-Rad Laboratories	Equip Additional \$200-\$4999	50,819
P0008355	12	Facilities - Riverside	S & S Grading and Paving, Inc.	Construction Contract	1,950
P0008360	41	Library	Troxell Communications, Inc.	Other Supplies	20,179
P0008366	11	Admissions & Records	Perfect Form Business Services, Inc	Copying and Printing	1,564
P0008367	12	Student Financial Services	Proaction Networks, LLC	Other Supplies	2,569
P0008369	11	Physical and Life Sciences	Fisher Scientific	Instructional Supplies	1,862
P0008370	11	Admissions & Records	Oasis Growers, Inc	Commencement	1,243
P0008373	11	Physical and Life Sciences	Carolina Biological Supply Co	Instructional Supplies	1,209
P0008375	11	Physical and Life Sciences	Gopher Sport	Instructional Supplies	1,430
P0008378	12	Matriculation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,461
P0008381	11	Life Sciences	J & H Berge, Inc	Instructional Supplies	1,218
P0008384	11	Life Sciences	Sigma-Aldrich, Inc.	Instructional Supplies	1,777
P0008385	11	Life Sciences	Quality Microscope Service	Repairs - Parts	8,930
P0008390	12	Health Services	Positive Promotions, Inc.	Other Supplies	1,069
P0008390	12	Health Services	Positive Promotions, Inc.	Other Supplies	1,069
P0008390	12	Health Services	Positive Promotions, Inc.	Other Supplies	1,069

AMENDED  
Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/07 thru 4/30/07

PO#	Fund	Location	Department	Vendor	Description	Amount
B0000089	11	ADF	Risk Management	Corporate Copy Systems	Repairs - Parts	10,616
B0000284	11	APR	Performance Riverside	Home Depot	Theatre Supplies	2,000
B0000284	11	APR	Performance Riverside	Home Depot	Theatre Supplies	3,450
B0000343	12	EZG	Campus Student Services	Barnes & Noble	Book Grants	8,755
B0000482	11	FDD	Facilities - Moreno Valley	Inland Lighting Supplies, Inc.	Repair Parts	4,382
B0000548	11	AZR	Campus Police	Woodcrest Uniforms	Equip Replacement \$200-\$4999	7,347
B0000548	12	AZR	Campus Police	Woodcrest Uniforms	Other Supplies	6,750
B0000832	11	FZE	Student Financial Services	Office Depot	Equip Additional \$200-\$4999	1,200
B0000832	11	AZE	Student Financial Services	Office Depot	Other Supplies	1,415
B0000861	61	ADF	Risk Management	Carl Warren & Co.	Legal	3,378
B0000861	61	ADF	Risk Management	Carl Warren & Co.	Legal	1,622
B0000863	61	ADF	Risk Management	Lewis, Brisbois, Bisgaard & Smith	Legal	13,210
B0000863	61	ADF	Risk Management	Lewis, Brisbois, Bisgaard & Smith	Legal	36,790
B0000899	61	ADF	Risk Management	Roger Clark Associates, LLC	Legal	2,478
B0001212	11	DSA	Applied Technology	Joseph Webb Foods	Instructional Supplies	40,000
B0001299	12	DZD	Health Services	Psychological Services Clinic	Professional Services	13,487
B0001299	12	EZD	Health Services	Psychological Services Clinic	Professional Services	19,695
B0001299	12	FZD	Health Services	Psychological Services Clinic	Professional Services	10,843
C0001098	41	EDD	Facilities - Norco	TBP Architects	Norco Phase III	371,459
C0001098	41	EDD	Facilities - Norco	TBP Architects	Norco Phase III	270,000
C0001102	11	AJO	Open Campus	Education To Go	Community Education Presenter	14,000
C0001102	11	AJO	Open Campus	Wha Companies	Community Education Presenter	12,000
C0001134	11	APR	Performance Riverside	O D Music, Inc.	Production Services	209,800
C0001180	11	DMB	Dean of Instruction	Lifesigns, Inc.	Sign Language Interpreters	19,850
C0001200	12	ACW	Workforce Preparation	Crain, Dan	Workshop Presenter - Foster Care Ed	1,750
C0001201	12	ACW	Workforce Preparation	Stephan, Victoria	Workshop Presenter - Foster Care Ed	2,050
C0001212	11	AJO	Open Campus	Allen, Lewis J.	Community Education Presenter	7,000
C0001256	11	EOC	Arts, Humanities & World Languages	Fender Center	Facilities Use Fee Music Classes	32,989
C0001283	11	FDD	Facilities - Moreno Valley	March Joint Powers Authority	Electricity for MFC	44,600
P0004395	41	ADD	Facilities Planning	LSA Associates, Inc	Engineering	11,570
P0005580	11	DSA	Applied Technology	U.S. Mechanical Inc	Repairs - Parts	5,706
P0005676	11	DDD	Facilities - Riverside	CDG Materials Inc.	Grounds/Garden Supplies	2,302
P0006025	11	APR	Performance Riverside	Charter Media	Advertising	5,605
P0006168	33	DUA	Early Childhood Studies - Riv	Environments, Inc.	Other Supplies	1,263
P0006212	11	EMA	President - Norco	Norco's 6th St. Famous Deli	Other Supplies	1,231
P0006570	12	AJV	VTEA	Dun & Bradstreet Corporation	Computer Software Maint/License	1,196

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

AMENDED  
 Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 4/01/07 thru 4/30/07

PO#	Fund	Lo	Department	Vendor	Description	Amount
P0006838	12		Workforce Preparation	Howard, Lisa	Conferences	2,357
P0007118	12		Life Sciences	Fisher Scientific	Equip Additional \$200-\$4999	29,452
P0007355	12		Health, Human & Public Service	Reliable Office Solutions	Equip Additional \$200-\$4999	2,048
P0007595	12		Physical Education	Armstrong Medical Industries, Inc	Equip Additional \$200-\$4999	5,150
P0007638	12		Facilities - Riverside	D & N Sealing Co.	Construction Contract	12,765
P0007693	11		Library	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	4,873
					Purchase Orders - Pages 1- 7	2,422,271
					PO Additions - Page 8 -9	<u>1,258,433</u>
					Purchase Orders \$1,000 and Over	3,680,704
					Purchase Orders under \$1,000	<u>143,134</u>
					Grand Total	3,823,838



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3

Date: May 15, 2007

Subject: Annuities

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

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

Salvatore G. Rotella  
Chancellor

Prepared by: Art Alcaez  
Director, Diversity & Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments

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

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase equipment.		
From: Grants and Contract Services	Consultants	\$ 115
To: Grants and Contracts Services	Equipment Replacement	\$ 115
2. Transfer to purchase supplies.		
From: Institutional Research	Waste Disposal	\$ 2,816
	Telephone	484
	Water	89
To: Institutional Research	Supplies	\$ 3,389
3. Transfer to purchase equipment.		
From: Institutional Effectiveness	Supplies	\$ 2,500
	Printing and Copying	1,000
	Reference Books	200
To: Institutional Effectiveness	Equipment	\$ 3,700

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to reallocate the Riverside School of the Arts budget. (Fund 12, Resource 1190)		
From: Riverside School of the Arts	Other	\$ 11,039
To: Riverside School of the Arts	Academic FT Non-Instr	\$ 9,307
	Academic FT Administrator	132
	Employee Benefits	1,600
5. Transfer to purchase supplies for the Foster and Kinship Care Education Grant. (Fund 12, Resource 1190)		
From: Workforce Prep	Conferences	\$ 37
To: Workforce Prep	Supplies	\$ 37
6. Transfer to provide for youth incentives from the Pre-Emancipation Services grant. (Fund 12, Resource 1190)		
From: Workforce Prep	Supplies	\$ 15,000
To: Workforce Prep	Other Services	\$ 15,000
7. Transfer to reallocate the Cal Works budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Academic PT Non-Instr	\$ 12,806
To: Workforce Prep	Classified FT	\$ 9,326
	Employee Benefits	3,480

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
8. Transfer to reallocate the accreditation budget.		
From: Administration and Finance	Accreditation Holding Acct	\$ 50,000
Academic Affairs	Conferences	11,133
To: Academic Affairs	Copying and Printing	\$ 7,929
Dean of Instruction, Riverside	Academic PT Non-Instr	18,131
Dean of Instruction, Riverside	Academic Special Project	3,665
Dean of Instruction, Riverside	Professional Services	5,000
Dean of Instruction, Norco	Professional Services	5,000
Dean of Instruction, Moreno Valley	Academic PT Non-Instr	9,528
Dean of Instruction, Moreno Valley	Professional Services	5,000
Dean of Instruction, Riverside	Employee Benefits	3,244
Dean of Instruction, Moreno Valley	Employee Benefits	3,184
Dean of Instruction, Riverside	Employee Benefits	226
Dean of Instruction, Norco	Employee Benefits	226
9. Transfer to provide for increases in service contracts, utilities, and temporary accounting and budget assistance.		
From: Salary Savings	Classified FT	\$ 32,085
To: Facilities, Riverside	Cellular Telephone	\$ 295
Facilities, Riverside	Repairs	14,290
Dental Hygiene	Electricity	2,500
Finance	Other Services	15,000
10. Transfer to purchase equipment and training aids for Career/Tech Programs. (Fund 12, Resource 1190)		
From: Academic Affairs	Other Services	\$ 45,184
To: Applied Technology	Equipment	\$ 21,083
Academy/Criminal Services	Equipment	24,101

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
11. Transfer to purchase supplies.		
From: Dean of Education	Equipment	\$ 1,000
To: Dean of Education	Supplies	\$ 1,000
12. Transfer to provide for mileage and cellular phone service.		
From: Assoc. Vice Chancellor-Instruction	Copying and Printing	\$ 750
To: Assoc. Vice Chancellor-Instruction	Mileage	\$ 500
	Cellular Telephone	250
13. Transfer to purchase equipment.		
From: Open Campus	Instructional Media Material	\$ 855
Institutional Effectiveness	Equipment	72
To: Open Campus	Equipment	\$ 927
14. Transfer to provide for a Community Education presenter. (Fund 11, Resource 1080)		
From: Community Education	Classified Hourly	\$ 18,000
To: Community Education	Professional Services	\$ 18,000
15. Transfer to provide for conferences.		
From: Admissions and Records, District	Student Help – Non Instr	\$ 1,000
To: Admissions and Records, Riv	Conferences	\$ 1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
16. Transfer to purchase equipment and to provide for demonstration project costs. (Fund 12, Resource 1190)		
From: VTEA – Title I - C	Conferences	\$ 1,900
	Equipment	2,008
To: VTEA – Title I - C	Equipment	\$ 1,900
	Other Services	2,008
17. Transfer to purchase equipment.		
From: Information Services	Comp Software Maint/Lic	\$ 13,109
Information Services – Riv	Repairs	24,666
To: Information Services - MV	Equipment	\$ 3,385
Information Services – Norco	Equipment	3,385
Information Services – Riv	Equipment	6,339
Academic Affairs – Riv	Equipment	24,666
18. Transfer to reallocate the Tri-Tech Small Business Development budget. (Fund 12, Resource 1190)		
From: Tri-Tech	Classified FT	\$ 240
	Employee Benefits	15,360
To: Tri-Tech	Rents and Leases	\$ 15,600

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
19. Transfer to reallocate the Center for Applied Competitive Technology budget. (Fund 12, Resource 1190).		
From: CACT	Classified FT	\$ 6,000
	Employee Benefits	2,130
To: CACT	Supplies	\$ 3,830
	Equipment	4,300
20. Transfer to provide for subscriptions and printing. (Fund 12, Resource 1190).		
From: Center for Int'l Trade	Waste Disposal	\$ 400
	Advertising	2,000
To: Center for Int'l Trade	Periodicals/Magazines	\$ 999
	Copying and Printing	1,401
21. Transfer to reallocate Title VI – Business and International Ed Global Logistics budget. (Fund 12, Resource 1190).		
From: Community and Econ Dev	Conferences	\$ 5,100
To: Community and Econ Dev	Classified FT Admin	\$ 2,000
	Classified Overtime	3,100
22. Transfer to purchase replacement equipment. (Fund 12, Resource 1070).		
From: Health Services, District	Classified FT Supervisor	\$ 1,715
Health Services, Riverside	Classified Perm PT	2,546
	Doctors/Nurses	5,032
	Student Insurance	3,489
To: Health Services - Riverside	Equipment Replacement	\$ 12,782

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
23. Transfer to reallocate the BFAP-SFAA Augmentation budget. (Fund 12, Resource 1190).		
From: Student Financial Svcs	Advertising	\$ 8,828
To: Student Financial Svcs	Supplies	\$ 2,687
	Equipment	6,141
24. Transfer to provide for mileage.		
From: Job Placement	Copying and Printing	\$ 189
To: Job Placement	Mileage	\$ 189
25. Transfer to provide for mileage. (Fund 12, Resource 1190).		
From: Disabled Student Svcs	Instructional Supplies	\$ 400
To: Disabled Student Svcs	Mileage	\$ 400
26. Transfer to purchase supplies. (Fund 12, Resource 1050).		
From: Campus Police	Other Services	\$ 9,000
To: Campus Police	Supplies	\$ 9,000
27. Transfer to provide for Show Choir travel expenses.		
From: Performing Arts - Riverside	Instructional Supplies	\$ 2,355
To: Performing Arts - Riverside	Travel Expenses	\$ 2,355



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
28. Transfer to purchase equipment.		
From: Academic Affairs, Riverside	Copying and Printing	\$ 545
To: Academic Affairs, Riverside	Equipment	\$ 545
29. Transfer to purchase supplies and replacement equipment.		
From: President - Riverside	Admin Contingency Acct	\$ 2,330
	Reference Books	573
	Periodicals/Magazines	701
To: President - Riverside	Equipment Replacement	\$ 2,791
Workforce Prep	Supplies	371
	Equipment Replacement	442
30. Transfer to purchase supplies.		
From: Dean of Instruction, Riverside	Rents and Leases	\$ 1,000
To: Dean of Instruction, Riverside	Supplies	\$ 1,000
31. Transfer to purchase equipment.		
From: Behavioral Science, Riv	Copying and Printing	\$ 45
To: Admin of Justice, Riv	Equipment	\$ 45
32. Transfer to purchase instructional media software.		
From: Foreign Languages, Riv	Instr Media Material	\$ 1,746
To: Foreign Lang General, Riv	Comp Software Maint/Lic	\$ 1,746

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
33. Transfer to purchase equipment.		
From: Mathematics, Riv	Supplies	\$ 500
To: Mathematics, Riv	Equipment	\$ 500
34. Transfer to purchase equipment.		
From: Cosmetology and Barbering	Instructional Supplies	\$ 350
To: Cosmetology and Barbering	Equipment	\$ 350
35. Transfer to purchase replacement equipment.		
From: Allied Health, Riverside	Supplies	\$ 375
To: Allied Health, Riverside	Equipment Replacement	\$ 375
36. Transfer to purchase replacement equipment.		
From: Counseling and Guidance	Conferences	\$ 750
To: Counseling and Guidance	Equipment Replacement	\$ 750
37. Transfer to provide for Puente Program conferences.		
From: Counseling, Riverside	Classified Hourly	\$ 1,000
To: Counseling, District	Conferences	\$ 1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
38. Transfer to reallocate the Disabled Student Programs and Services budget. (Fund 12, Resource 1190).		
From: Disabled Student Svcs, Riv	Instructional Aides, Hourly	\$ 7,000
To: Disabled Student Svcs, Riv	Professional Services	\$ 7,000
39. Transfer to reallocate the Matriculation Program budget. (Fund 12, Resource 1190).		
From: Matriculation, Riverside	Supplies	\$ 1,461
Matriculation, Norco	Classified Hourly	624
	Classified FT	91
	Supplies	2,631
To: Matriculation, Riverside	Equipment	\$ 1,461
Matriculation, Norco	Classified Overtime	470
	Classified Substitutes	2,110
	Classified Hourly	711
	Food	55
40. Transfer to purchase supplies.		
From: Academic Senate, Norco	Mileage	\$ 100
To: Academic Senate, Norco	Supplies	\$ 100
41. Transfer to purchase supplies.		
From: Facilities, Norco	Temporary Services	\$ 7,000
To: Facilities, Norco	Custodial Supplies	\$ 7,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
42. Transfer to purchase supplies and equipment.		
From: President, Norco	Rents and Leases	\$ 802
	Admin Contingency Acct	11,342
To: President, Norco	Supplies	\$ 802
	Equipment	11,342
43. Transfer to purchase equipment and to provide for a theatre program Special Project.		
From: Music, Norco	Instructional Supplies	\$ 970
Dramatic Arts, Norco	Instructional Aides, Hourly	9,500
	Theater Supplies	2,000
	License Fees	1,100
Conservatory Theater, Norco	Theater Supplies	1,000
To: Music, Norco	Equipment	\$ 970
Dramatic Arts, Norco	Academic Special Project	1,600
	Other Services	12,000
44. Transfer to purchase equipment.		
From: Library, Norco	Comp Software Maint/Lic	\$ 255
To: Library, Norco	Equipment	\$ 255
45. Transfer to provide for book grants. (Fund 12, Resource 1190).		
From: Upward Bound TRIO	Equipment Replacement	\$ 466
To: Upward Bound TRIO	Book Grants	\$ 466

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
46. Transfer to reallocate funds in the Norco Student Services' budgets.		
From: Admissions and Records, Norco	Supplies	\$ 277
	Mileage	200
	Equipment	1,026
To: Admissions and Records, Norco	Copying and Printing	\$ 115
	Conferences	80
	Cellular Telephone	417
Student Services, Norco	Supplies	891
47. Transfer to purchase equipment.		
From: Student Financial Svcs, Norco	Rents and Leases	\$ 332
Student Financial Svcs, MV	Rents and Leases	332
To: Student Financial Svcs, Norco	Equipment	\$ 332
Student Financial Svcs, MV	Equipment	332
48. Transfer to reallocate funds in the Norco Student Services budget.		
From: Student Services, Norco	Reference Books	\$ 125
To: Student Services, Norco	Memberships	\$ 125
49. Transfer to provide for book grants. (Fund 12, Resource 1190).		
From: Talent Search TRIO	Other Services	\$ 1,755
To: Talent Search TRIO	Book Grants	\$ 1,755

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
50. Transfer to provide for accreditation costs.		
From: Dental Hygiene	Supplies	\$ 356
To: Dental Hygiene	Memberships	\$ 356
51. Transfer to reallocate the RCHF – Oral Health Sunrise/Sunset budget. (Fund 12, Resource 1190).		
From: Health, Hum, and Public Svcs	Copying and Printing	\$ 1,852
To: Health, Hum, and Public Svcs	Indirect Charges	\$ 1,852
52. Transfer to provide for custodial supplies and salaries.		
From: President, Moreno Valley	Admin Contingency Acct	\$ 11,663
To: Facilities, Moreno Valley	Custodial Supplies	\$ 4,715
President, Moreno Valley	Student Help – Non instr	1,927
	Classified Overtime	5,021
53. Transfer to provide for travel expenses. (Fund 12, Resource 1190).		
From: Talent Search TRIO, MV	Food	\$ 300
To: Talent Search TRIO, MV	Travel Expenses	\$ 300

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 15, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
54. Transfer to purchase replacement equipment and to provide for hourly salaries.		
From: Public Safety Educ and Training	Instructional Supplies	\$ 5,000
	Consultants	5,300
	Rents and Leases	700
	Repairs	876
	Other Services	5,700
To: Public Safety Educ and Training	Classified Hourly	\$ 17,100
	Equipment Replacement	476

55. Transfer to reallocate the Instructional Equipment and Materials budget.  
(Fund 12, Resource 1190).

From: World Languages, Riverside	Equipment	\$ 625
Dean of Instruction, Moreno Valley	Equipment	37,235
To: World Languages, Riverside	Comp Software Maint/Lic	\$ 625
Dean of Instruction, Moreno Valley	Instructional Supplies	16,355
Health, Hum and Public Svcs, MV	Instructional Supplies	900
	Instr Media Material	1,620
	Equipment	5,200
Business and CIS, Moreno Valley	Instructional Supplies	9,400
Mathematics, Moreno Valley	Instructional Supplies	2,450
Anthropology, Moreno Valley	Instructional Supplies	1,310

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

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 15, 2007

Subject: Resolution to Amend Budget – Resolution No. 42-06/07  
2006-2007 VTEA Tech Prep Regional Coordination Program

Background: The Riverside Community College District has received funding for the 2006-2007 VTEA Tech Prep Regional Coordination Program in the amount of \$461,000 from the California Department of Education. The funds will be used to coordinate a regional collaborative work plan designed to provide a forum for the alignment of education and training efforts and the effective utilization of new and existing resources among workforce investment boards, economic development agencies and Tech Prep Local Consortia within the region to provide high-quality, successful Tech Prep pathway programs. The regional collaborative will develop and implement a strategy to continually review and evaluate the partnership and work plan for continuing improvement.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$461,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Ron Vito  
District Dean, Occupational Education



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 42-06/07

2006-2007 Tech Prep Regional Coordination Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$461,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 15, 2007.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 42-06/07  
 2006-2007 Tech Prep Regional Coordination Program

Year	County	District	Date	Fund				
07	33	07	5/15/2007	12				
Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0102	8170	461,000 00	REVENUE
EXPENDITURES								
12	AJV	1190	0	6010	4102	1360	3,000 00	Instructional Sal, Sub
12	AJV	1190	0	6010	4102	1490	10,000 00	Non-Instructional Sal, Other
12	AJV	1190	0	6010	4102	2118	28,366 00	CL Sal FT Admin
12	AJV	1190	0	6010	4102	2119	11,933 00	CL Sal FT
12	AJV	1190	0	6010	4102	2139	30,000 00	CL Sal Hrly
12	AJV	1190	0	6010	4102	2490	8,000 00	Non-Instructional Sal, Other
12	AJV	1190	0	6010	4102	3110	1,072 00	Employee Benefits
12	AJV	1190	0	6010	4102	3220	3,677 00	
12	AJV	1190	0	6010	4102	3315	188 00	
12	AJV	1190	0	6010	4102	3320	2,499 00	
12	AJV	1190	0	6010	4102	3325	1,135 00	
12	AJV	1190	0	6010	4102	3420	13,505 00	
12	AJV	1190	0	6010	4102	3510	7 00	
12	AJV	1190	0	6010	4102	3520	39 00	
12	AJV	1190	0	6010	4102	3510	170 00	
12	AJV	1190	0	6010	4102	3620	1,026 00	
12	AJV	1190	0	6010	4102	4555	10,500 00	Printing/Copying
12	AJV	1190	0	6010	4102	4590	5,233 00	Supplies
12	AJV	1190	0	6010	4102	5045	1,445 00	Postage
12	AJV	1190	0	6010	4102	5210	2,500 00	Mileage
12	AJV	1190	0	6010	4102	5220	8,000 00	Conferences
12	AJV	1190	0	6010	4102	5890	302,642 00	Other Services
12	AJV	1190	0	6010	4102	5910	16,063 00	Indirects
							461,000 00	TOTAL INCOME
							461,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 15, 2007

Subject: Resolution to Amend Budget – Resolution No. 43-06/07  
2006-2007 Career Exploration and Development for 7th and 8th Graders Program

Background: The Riverside Community College District has received funding for the 2006-2007 Career Exploration and Development for 7th and 8th Graders Program in the amount of \$149,853 from the California Community Colleges Chancellor's Office. The funds will be used to create a career exploration and development program in partnership with the Moreno Valley Unified School District, Riverside County Office of Education Regional Occupation Program and ACCESS to the Future.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$149,853 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Wolde-Ab Isaac  
Dean, Health Sciences Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 43-06/07

2006-07 Career Exploration and Development for 7th and 8th Graders Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 149,853 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 15, 2007.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 43-06/07

2006-2007 Career Exploration and Development for 7th and 8th Graders Program

Year	County	District	Date	Fund					
07	33	07	5/15/2007	12					
Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code	Description
12	000	1190	0	0000	0032	8659	149,853 00		REVENUE
EXPENDITURES									
12	FJA	1190	0	6010	2032	1490	10,800 00		Non-Instructional Sal, Other
12	FJA	1190	0	6010	2032	2139	13,800 00		Classified Sal, Hrly
12	FJA	1190	0	6010	2032	3130	891 00		Employee Benefits
12	FJA	1190	0	6010	2032	3325	201 00		
12	FJA	1190	0	6010	2032	3335	157 00		
12	FJA	1190	0	6010	2032	3520	7 00		
12	FJA	1190	0	6010	2032	3530	6 00		
12	FJA	1190	0	6010	2032	3620	191 00		
12	FJA	1190	0	6010	2032	3630	151 00		
12	FJA	1190	0	6010	2032	4555	1,000 00		Copying and Printing
12	FJA	1190	0	6010	2032	4590	5,675 00		Office and Other Supplies
12	FJA	1190	0	6010	2032	4710	4,375 00		Food
12	FJA	1190	0	6010	2032	5210	500 00		Mileage
12	FJA	1190	0	6010	2032	5890	106,335 00		Other Services
12	FJA	1190	0	6010	2032	5910	5,764 00		Indirect
							149,853 00		TOTAL INCOME
							149,853 00		TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 15, 2007

Subject: Resolution to Amend Budget – Resolution No. 44-06/07  
2006-2007 Centers for International Trade Development (CITD) Statewide  
Strategic HUB

Background: The Riverside Community College District has received funding for the 2006-2007 Centers for International Trade Development (CITD) Statewide Strategic HUB in the amount of \$121,000 from the California Community Colleges Chancellor's Office. The funds will be used to promote the export of education services by attracting more international students and executives to study at California institutions of higher education.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$121,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Jeffrey A. Williamson  
Statewide Director,  
Centers for International Trade Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 44-06/07

2006-2007 Centers for International Trade Development (CITD) Statewide Strategic HUB

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$121,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 15, 2007.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 44-06/07

2006-2007 Centers for International Trade Development (CITD) Statewide Strategic HUB

Year	County	District	Date	Fund					
07	33	07	5/15/2007	12					
Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description	
12	000	1190	0	0000	0176	8659	121,000 00	REVENUE	
EXPENDITURES									
12	AXD	1190	0	68190	0176	2118	9,000 00	Classified FT Administrator	
12	AXD	1190	0	68190	0176	2139	9,000 00	Classified Hrly	
12	AXD	1190	0	68190	0176	3220	822 00	Employee Benefits	
12	AXD	1190	0	68190	0176	3320	558 00		
12	AXD	1190	0	68190	0176	3325	262 00		
12	AXD	1190	0	68190	0176	3420	447 00		
12	AXD	1190	0	68190	0176	3520	9 00		
12	AXD	1190	0	68190	0176	3620	236 00		
12	AXD	1190	0	68190	0176	4590	1,000 00	Supplies	
12	AXD	1190	0	68190	0176	4555	1,000 00	Printing/Copying	
12	AXD	1190	0	68190	0176	5045	1,000 00	Postage	
12	AXD	1190	0	68190	0176	5110	29,250 00	Consultants	
12	AXD	1190	0	68190	0176	5220	18,000 00	Conferences	
12	AXD	1190	0	68190	0176	5740	23,280 00	Advertising	
12	AXD	1190	0	68190	0176	5890	22,296 00	Other Services	
12	AXD	1190	0	68190	0176	5910	4,840 00	Indirect	
							121,000 00	TOTAL INCOME	
							121,000 00	TOTAL EXPENDITURES	



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 15, 2007

Subject: Resolution to Amend Budget – Resolution No. 45-06/07  
2006-2007 Center for Applied Competitive Technologies (CACT) Statewide  
Strategic HUB

Background: The Riverside Community College District has received funding for the 2006-2007 Center for Applied Competitive Technologies (CACT) Statewide Strategic HUB in the amount of \$121,000 from California Community Colleges Chancellor's Office. The funds will be used to promote the statewide CACT marketing effort through items such as printing/copying, supplies, postage, consultants, professional services, conferences, and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$121,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Henry Rogers  
Director, Center for Applied  
Competitive Technologies

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 45-06/07

2006-2007 Center for Applied Competitive Technologies (CACT) Statewide Strategic HUB

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$121,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 15, 2007.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 45-06/07

2006-2007 Center for Applied Competitive Technologies (CACT) Statewide Strategic HUB

Year	County	District	Date	Fund				
07	33	07	5/15/2007	12				
Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0175	8659	121,000 00	REVENUE
								EXPENDITURES
12	AXD	1190	0	7010	0175	4555	10,000 00	Printing/Copying
12	AXD	1190	0	7010	0175	4590	10,000 00	Supplies
12	AXD	1190	0	7010	0175	5045	3,000 00	Postage
12	AXD	1190	0	7010	0175	5110	65,000 00	Consultants
12	AXD	1190	0	7010	0175	5198	3,000 00	Professional Services
12	AXD	1190	0	7010	0175	5220	7,000 00	Conferences
12	AXD	1190	0	7010	0175	5790	3,746 00	Other
12	AXD	1190	0	7010	0175	5910	4,654 00	Indirect
12	AXD	1190	0	7010	0175	6481	8,600 00	Equipment
12	AXD	1190	0	7010	0175	6485	6,000 00	Equipment
							121,000 00	TOTAL INCOME
							121,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b-5

Date: May 15, 2007

Subject: Resolution to Amend Budget – Resolution No. 46-06/07  
2006-2007 Child Development Training Consortium Program

Background: The Riverside Community College District has received additional funding for the 2006-2007 Child Development Training Consortium Program in the amount of \$11,875 from Yosemite Community College District, funded by the California Department of Education Child Development Division. The funds will be used to provide tuition reimbursement to eligible community college students and for related training resources for the District.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$11,875 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie Whitaker-Meneses  
Associate Dean, Early Childhood Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 46-06/07

2006-2007 Child Development Training Consortium Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$11,875 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 15, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 46-06/07  
 2006-2007 Child Development Training Consortium Program**

Year	County	District	Date	Fund
07	33	07	5/15/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0230	8190	11,875 00	REVENUE
<b>EXPENDITURES</b>								
12	DUA	1190	0	6920	0230	4590	500 00	Office and Other Supplies
12	DUA	1190	0	6920	0230	5890	11,375 00	Other Services

11,875 00	<b>TOTAL INCOME</b>
11,875 00	<b>TOTAL EXPENDITURES</b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b-6

Date: May 15, 2007

Subject: Resolution to Amend Budget – Resolution No. 47-06/07  
2006-2007 Associate Degree Registered Nursing Program-  
Capacity Building for Program Expansion

Background: The Riverside Community College District has received additional funding for the 2006-2007 Associate Degree Registered Nursing Program-Capacity Building for Program Expansion in the amount of \$111,100 from the California Community College Chancellor's Office. The funds will be used to provide additional support for the program in the form of salaries, benefits, and supplies.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$111,100 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
President

Prepared by: Sandra Baker  
District Dean, School of Nursing

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 47-06/07

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

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$111,100 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 15, 2007.

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Clerk or Authorized Agent



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 47-06/07  
 2006-2007 Associate Degree Registered Nursing Program-  
 Capacity Building for Program Expansion**

Year	County	District	Date	Fund
07	33	07	5/15/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0057	8659	111,100 00	REVENUE
EXPENDITURES								
12	DWA	1190	0	6012	6057	1490	9,000 00	Acad Special Projects
12	DWA	1190	0	6012	6057	2119	43,464 00	Cl Sal Full Time
12	DWA	1190	0	6012	6057	2129	21,732 00	Cl Sal Perm Part Time
12	DWA	1190	0	6012	6057	3130	743 00	Employee Benefits
12	DWA	1190	0	6012	6057	3220	5,948 00	↓
12	DWA	1190	0	6012	6057	3320	4,042 00	
12	DWA	1190	0	6012	6057	3325	945 00	
12	DWA	1190	0	6012	6057	3325	131 00	
12	DWA	1190	0	6012	6057	3420	21,000 00	
12	DWA	1190	0	6012	6057	3520	33 00	
12	DWA	1190	0	6012	6057	3530	5 00	
12	DWA	1190	0	6012	6057	3620	854 00	
12	DWA	1190	0	6012	6057	3630	118 00	
12	DWA	1190	0	6012	6057	4590	3,085 00	
							111,100 00	TOTAL INCOME
							111,100 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. V-A-5-a

Date: May 15, 2007

Subject: Award of Bid – Hot Water Loop System Project  
Moreno Valley Campus

Background: The Riverside Community College District solicited an Invitation for Bid for the removal of the existing system pipe and replacement of the Hot Water Loop System, Moreno Valley Campus. On April 17, 2007, bids were received from one vendor. The results were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate #1 Copper Pipes</u>	<u>Total Bid</u>
Plumbing, Piping & Construction (PPC) Cypress, CA	682,700	17,000	699,700

District staff recommends awarding the base bid, in the amount of \$682,700 and Alternate Bid #1 in the amount of \$17,000 to Plumbing, Piping & Construction from Cypress, California. The total bid amount is \$699,700. References for Plumbing, Piping & Construction were checked and found to be satisfactory. Funding will come from Fund 41, budgeted in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees award the total bid for the Hot Water Loop System Project, Moreno Valley Campus in the amount of \$699,700 to Plumbing, Piping & Construction and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: May 15, 2007

Subject: Out-of-State Travel

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

Retroactive:

- 1) Mr. Jeff Cranfill, interpreter II, disabled students programs and services, to travel to the four corners region in Arizona and Utah (Monument Valley, Arches National Park, and Capitol Reef National Park), April 9-14, 2007, to accompany one student on a geology field trip. Estimated cost: \$150.00. Funding source: Disabled Students Programs and Services grant funds.
- 2) Ms. Sandra Fontana, associate professor, American sign language, world languages, to travel to Orlando, Florida, April 9-15, 2007, to attend the Deaf Seniors of America Conference. Estimated cost: \$1,653.00. Funding sources: \$200.00 from the general fund, and \$1,453.00 to be paid by the employee.
- 3) Mr. William Phelps, instructor, physical science, to travel to the four corners region in Arizona and Utah (Monument Valley, Arches National Park, and Capitol Reef National Park), April 9-15, 2007, to accompany 17 students on a geology field trip. Estimated cost: \$445.00. Funding source: the general fund.
- 4) Mr. Darrell Strait, senior interpreter, disabled students programs and services, (Riverside) to travel to the four corners region in Arizona and Utah (Monument Valley, Arches National Park, and Capitol Reef National Park), April 9-15, 2007, to accompany one student on a geology field trip. Estimated cost: \$150.00. Funding source: Disabled Students Programs and Services grant funds.

Revisions:

- 1) At the meeting of March 20, 2007, the Board approved out-of-state travel for Mr. Robert Corona, director, Center for International Trade and Development, to travel to Vancouver, British Columbia, Canada, April 1-3, 2007, to attend the North American Small Business International Trade Educators International, 20<sup>th</sup> Annual Conference. Estimated cost: \$1,457.80. Funding source: Center for International Trade and Development grant funds. The cost of travel increased to \$1,970.81.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: May 15, 2007

Subject: Out-of-State Travel

Current:

*Moreno Valley Campus:*

- 1) Ms. Natalie Hannum, interim director, fire technology, and Mr. Dan Heiser, fire technology coordinator, fire academy program, to travel to Emitsburg, Maryland, June 1-5, 2007, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$2,729.45. Funding source: Vocational Technical Education grant funds..

*Norco Campus:*

- 1) Ms. Huda Aljord, instructor, Arabic, world languages, to travel to Austin, Texas, August 6-11, 2007, to attend the 2007 National Middle East Language Resource Center Arabic Teacher Development Seminar. Estimated cost: \$1,430.00. Funding sources: \$1,000.00 from the general fund, and \$430.00 from Basic Skills funds.
- 2) Mr. Paul Van Hulle, instructor, manufacturing, to travel to Troy, New York, June 7-9, 2007, to attend the HAAS Technical Education Center 1<sup>st</sup> Annual 2007 Conference. Estimated cost: \$1,032.46. Funding source: the National Science Foundation grant fund.
- 3) Mr. Paul Van Hulle, instructor, manufacturing, to travel to Jeffersonville, Indiana, June 27-29, 2007, to attend the Fluid Power Basics Instructor Training Course. Estimated cost: \$2,007.46. Funding source: the National Science Foundation grant fund.

*Riverside City College:*

- 1) Mr. David Avalos, assistant professor, culinary arts, to travel to Kansas City, Missouri, June 25-30, 2007, to accompany seven students participating in the the National SkillsUSA Leadership Conference. Estimated cost: \$6,675.00. Funding sources: \$1,700.00 from Vocational Technical Education Act grant funds, and \$4,975.00 from ASRCC SkillsUSA Trust.
- 2) Dr. Tim Brown, associate professor, reading, English and speech communications, to travel to London, England, July 8-13, 2007, to attend the Oxford Round Table. Estimated cost: \$2,740.00. Funding sources: \$500.00 from the general fund and \$2,240.00 to be paid by the employee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: May 15, 2007

Subject: Out-of-State Travel (continued)

- 3) Ms. Cynthia Conley, user support coordinator, information services, to travel to Portland, Oregon, July 8-11, 2007, to attend the 2007 Collegenet User Conference. Estimated cost: \$1,581.25. Funding source: the general fund.
- 4) Mr. Kenneth Cramm, assistant professor, mathematics, to travel to San Marcos, Texas, June 24-29, 2007, to attend the Technology Institute for Developmental Educators. Estimated cost: \$1,890.05. Funding source: the Basic Skills fund.
- 5) Ms. Damianita Dyogi, assistant professor, school of nursing, to travel to San Antonio, Texas, June 27-30, 2007, to attend the 7<sup>th</sup> National Conference on Nursing Skills Laboratories. Estimated cost: \$1,489.40. Funding source: the general fund.
- 6) Ms. Evangeline Fawson, associate professor, school of nursing, to travel to San Antonio, Texas, June 27-30, 2007, to attend the 7<sup>th</sup> National conference on Nursing Skills Laboratories. Estimated cost: \$1,489.40. Funding source: the general fund.
- 7) President Mary Figueroa, Board of Trustees, Ms. Virginia Blumenthal, Member, Board of Trustees, Chancellor Salvatore Rotella, and Vice Chancellor James Buysse, to travel to New York City, New York, May 19-23, 2007, to participate in meetings with bond underwriters and to visit the Culinary Institute of America. Estimated cost: \$1,200.00. Funding source: the general fund. (Airfare and hotel costs to be paid from bond issuance costs.)
- 8) President Mary Figueroa, Board of Trustees, to travel to Lake Buena Vista, Florida, June 27-July 2, 2007, to attend the National Association of Latino Elected and Appointed Officials 24<sup>th</sup> Annual Conference. Estimated cost: \$2,131.00. Funding source: the general fund.
- 9) Mr. Richard Finner, associate professor, graphics technology, to travel to Kansas City, Missouri, June 24-30, to attend the National SkillsUSA Leadership Conference. Estimated cost: \$1,840.00. Funding source: Vocational Technical Education Act grant funds.
- 10) Ms. Maureen Fry, associate professor, reading, to travel to San Marcos, Texas, June 24-29, 2007, to attend the Technology Institute for Developmental Educators Conference. Estimated cost: \$1,892.84. Funding source: the Basic Skills fund.
- 11) Ms. Kathryn Kelley, associate professor, Spanish, to travel San Marcos, Texas, May 24-26, 2007, to attend the Computer-Assisted Language Instruction Consortium. Estimated cost: \$836.85. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: May 15, 2007

Subject: Out-of-State Travel

- 12) Ms. Mary Legner, associate professor, mathematics, Ms. Jill Marks, project director, Gateway to College, and Mr. Phillip Medlock, resource specialist, Gateway to College, to travel to Atlanta, Georgia, July 16-19, 2007, to attend the 2007 Annual Gateway to College Peer Learning Conference. There is no cost to the District.
- 13) Ms. Diana MacDougall, associate professor, American sign language, world languages, to travel to Denver, Colorado, May 18-20, 2007, to attend the National Summit on AA to BA Partnership and Overview Conference. Estimated cost: \$297.80. Funding source: the general fund.
- 14) Mr. Jose Medina, Board Member, Board of Trustees, to travel to Lake Buena Vista, Florida, June 27-July 1, 2007, to attend the National Association of Latino Elected and Appointed Officials 24<sup>th</sup> Annual Conference. Estimated cost: \$2,324.70. Funding source: the general fund.
- 15) Mr. Mohammad Moghaddam, director, hospitality and culinary arts, to travel to Chicago, Illinois, May 18-22, 2007, to attend the International Hotel/Motel and Restaurant Show. Estimated cost: \$1,376.58. Funding source: the general fund.
- 16) Mr. Eric Muehlebach, user support coordinator, information services, to travel to Norfolk, Virginia, May 22-24, 2007, to attend the Datatel Creating Computed Columns Conference. Estimated cost: \$3,132.25. Funding source: the general fund.
- 17) Ms. Joan Pleasants, professor, chemistry, to travel to Cuzco, Machu Picchu, and Sacred Valley, Peru, June 16-23, 2007, to attend the National Science Foundation Chautauqua Course: Ancient Inca Mathematics and Culture. There is no cost to the District.

Salvatore G. Rotella  
Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-a

Date: May 15, 2007

Subject: Agreement with Gary Krinke

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Gary Krinke to provide directing services for the Performance Riverside production of "Man of La Mancha." The previously contracted provider of directing services cancelled and therefore, there was an immediate need for a replacement. The term of this agreement is from April 18, 2007 through June 8, 2007. The total fee for this agreement is \$4,000.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from April 18, 2007 through June 8, 2007, for \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
GARY KRINKE

THIS AGREEMENT is made and entered into on this April 18, 2007, by and between Gary Krinke, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide stage directing services for "Man of La Mancha".
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from April 18, 2007 through June 8, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$4,000.00 payable after receipt of invoice on the following dates:

Man of La Mancha

\$4,000.00 payable on 06/08/07

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

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



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

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

Riverside Community College District

Gary Krinke  
167 Saratoga Avenue  
Placentia, CA 92870

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Contractor

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-b

Date: May 15, 2007

Subject: Agreement with John Vaughan

Background: Presented for the Board's review and approval is an agreement between Riverside Community College District and John Vaughan to work with the RCC dance faculty to develop a program, including course outlines of records and student learning outcomes for a vocational certificate in Commercial Dance as part of the ongoing activities in curriculum development for the Riverside School for the Arts. Commercial Dance is a skills-based dance program for occupational programs and careers and includes social, ballroom, tap, jazz, hip hop, and other dances that are typically used in music theater and film. The term of this agreement is from May 16, 2007 through June 30, 2007. The total fee for this agreement is \$2,000.00. Funding source: RSA Grant 223 FIE #2.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from May 16, 2007 through June 30, 2007, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
JOHN VAUGHAN

THIS AGREEMENT is made and entered into on this May 16, 2007, by and between John Vaughan, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to work with the RCC dance faculty to develop a program, including course outlines of record and student learning outcomes, for a vocational certificate in Commercial Dance as part of the ongoing activities in curriculum development for the Riverside School for the Arts.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from May 16, 2007 through June 30, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$2,000.00 payable after receipt of invoice on the following dates:

Program development in Commercial Dance	\$2,000.00 payable on June 15, 2007
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5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and

expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

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

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

Riverside Community College District

John Vaughan  
P O Box 2361  
Running Springs, CA 92382-2361

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James L. Buisse  
Vice Chancellor, Administration and Finance

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Contractor

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-c

Date: May 15, 2007

Subject: Revised Agreement with Margarita Chkeidze

Background: Presented for the Board's review and consideration is a revised agreement between Riverside Community College District and Margarita Chkeidze to perform a piano concert as a guest artist sponsored by the Riverside School for the Arts. The term of this agreement is April 18, 2007 through April 21, 2007. The total fee for this agreement is \$2,000.00. Agreement was previously approved by the Board of Trustees on April 17, 2007. Form of payment is revised from a service fee to an academic honorarium. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the revised agreement, from April 18, 2007 through April 21, 2007, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
MARGARITA CHKEIDZE

THIS AGREEMENT is made and entered into on this April 18, 2007, by and between Margarita Chkeidze, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide a piano concert as a guest artist on April 21, 2007.
2. The performance by the Contractor is subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from April 18, 2007 through April 21, 2007.
4. Payment in consideration of this agreement includes an academic honorarium that shall not exceed \$2,000.00 for a one time piano performance payable on the following date:

Guest Artist Piano Performance	\$2,000.00 payable on 4/21/07
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5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

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

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

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

Riverside Community College District

Margarita Chkeidze  
5051 Alton Parkway, #142  
Irvine, CA 92604

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Contractor

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-d

Date: May 15, 2007

Subject: Agreement with ADCAMP, INC.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and ADCAMP, INC. to place four advertising kiosks on the Riverside City College campus free of charge. In return ADCAMP shall pay a monthly permit use fee to the College of \$75.00 for each kiosk installed. Two sides of the kiosk will be used by ADCAMP for advertising and the college will have use of one side for college-related notices and information. Advertising on the kiosks will be reviewed to ensure it is appropriate and meets district standards. ADCAMP will install and provide maintenance of the kiosks. The approximate size of the kiosk is 35" x 35" by 75". All fees received shall directly benefit ASRCC. The Riverside Strategic Planning Committee has reviewed the use and placement of the kiosks near the Alan A. Pauw Business Education building, Lovekin bus stop, Cesar E. Chavez Admission and Records building, and the Ralph H. Bradshaw Student Center/Bookstore. The term of this agreement is for the period of May 21, 2007 through May 20, 2012. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from May 21, 2007 through May 20, 2012, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie DiThomas  
Interim Vice Chancellor, Student Services and Operations  
Deborah Hall  
Coordinator, Student Activities



## RIGHT TO USE AGREEMENT

This Agreement is made and entered into this 16<sup>th</sup> day of May, 2007 (the “effective Date”) by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “COLLEGE”) and ADCAMP, INC. a California Corporation (hereinafter referred to as “ADCAMP”).

### RECITALS

- A. WHEREAS, COLLEGE and ADCAMP wish to enter into a PERMIT FOR USE agreement that would permit ADCAMP to place a specified number of advertising kiosks on COLLEGE campus (hereinafter referred to as the “Premises”), in return for which, ADCAMP shall pay a permit for use fee to COLLEGE, as specified herein below.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. Recitals Incorporated: The foregoing Recitals are incorporated into this Agreement by reference.
2. Term: The term of this Agreement shall be for a five-year period to commence on the Effective Date of May 21, 2007 and shall terminate on May 20, 2012.
- 3.1 Permit for Use Fee: ADCAMP agrees to pay COLLEGE seventy five dollars (\$75.00) for each Kiosk installed on the Premises, each month commencing with the month of the Installation Date until the expiration of this Agreement, pursuant to the terms contained in this Agreement.
- 3.2 Limited Use Kiosk: The parties acknowledge and agree that zero (0) of the four (4) kiosks to be installed on COLLEGE campus is limited in its potential use because the location where it will be installed allows for only two (2) of the three (3) display sides to be visible. Both of the visible display sides shall be dedicated for ADCAMP’s use. The parties further acknowledge that The Permit for Use fee to be paid by ADCAMP to COLLEGE for this limited use kiosk shall be seventy-five dollars (\$75.00) per month. The parties acknowledge and agree that this provision expressly modifies paragraph 3.1 above as it regards payment for the limited use kiosk.
- 3.3 Fee Due Date: All fees due under this Agreement shall be paid no later than the 28<sup>th</sup> day of each month by check made out to ASRCC and mailed to:

Riverside Community College District  
Attn: Chris Pearne  
Auxiliary Business Services  
4800 Magnolia Ave.  
Riverside, CA 92506

- 3.4 Condition Precedent for Permit for Use Fee: No Permit for Use Fee pursuant to paragraphs 3.1 and 3.3 shall be due to COLLEGE unless at least twenty percent (20%, rounded down to the next lowest integer) of the kiosk display sides dedicated to ADCAMP's use are displaying commercial advertising. This is a condition precedent for any payment to be due from ADCAMP to COLLEGE.
- 4.1 Option To Renew: Both ADCAMP and RIVERSIDE COMMUNITY COLLEGE DISTRICT shall have the option to renew this Agreement for an additional thirty six (36) months at any time prior to the expiration of this Agreement as indicated herein below so long as both parties are in agreement.
- 4.2 Commencement of Lease Term (Pursuant to Renewal of Option): If ADCAMP and RIVERSIDE COMMUNITY COLLEGE DISTRICT exercises its Option to Renew, the renewed Agreement shall commence on May 21, 2012, and shall terminate on May 20, 2015.
- 4.3 Election to Exercise Option to Renew: ADCAMP and RIVERSIDE COMMUNITY COLLEGE DISTRICT hereby elects to exercise its Option to Renew this Agreement pursuant to Paragraphs 4.1 through 4.3 on this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_.

Executed by: \_\_\_\_\_

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

Title On Behalf of RCCD: \_\_\_\_\_

Executed by: \_\_\_\_\_

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

Title On Behalf of ADCAMP: \_\_\_\_\_

- 5.0 Notice: All notices, demands, requests, and exercises under this Agreement by either party shall be hand delivered or sent by United States Mail registered or certified, postage

prepaid, addressed to the other party as follows:

ADCAMP, INC.  
5482 Wilshire Blvd.  
Suite 234  
Los Angeles, CA 90036  
Facsimile No. (310) 388-5883

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
4800 Magnolia Ave.  
Riverside, CA 92506  
Facsimile No. (951) 328-3888

Notices, demands, requests, and exercises served in this manner shall be considered sufficiently given or served for all purposes under this option at the time the notice, demand, or request is hand-delivered or when postmarked to the addresses shown.

These addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of this notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

- 6.1 Number of Kiosks: ADCAMP shall install four (4) kiosks on the Premises, at no cost to COLLEGE.
- 6.2 Cost of Kiosks: Each kiosk shall be constructed, installed and maintained at ADCAMP's expense unless otherwise indicated in this Agreement.
- 6.3 Location of Kiosks: Each kiosk shall be installed at or near the locations indicated with an "X" on the COLLEGE' campus map, attached hereto as Exhibit "A". Such campus map substantially emulates the Premises.
- 6.4 Description of Kiosks: Each kiosk shall have at least three display sides of equal size and shall contain suitable storage for newspapers.
- 6.5 Space Reserved for COLLEGE: Each slot of each kiosk shall be dedicated to COLLEGE use for the storage and distribution of COLLEGE' newspapers and publications. One (1) of three (3) display sides of each kiosk shall be dedicated to COLLEGE use for the display of COLLEGE related notices and advertisements within the parameters permitted by this Agreement. COLLEGE shall be solely responsible for maintaining the content and appearance of all slots and each display side dedicated to COLLEGE use.

- 6.6 Prohibited Materials to ADCAMP: COLLEGE has furnished ADCAMP with a list of subject matters to which COLLEGE objects for such commercial advertising. Such list of subject matters is attached to this Agreement as Exhibit "B". ADCAMP agrees to refrain from displaying any material containing such subject matters as contained in Exhibit "B".
- 6.7 ADCAMP's Right to Determine Use of Display Space: ADCAMP in its sole discretion shall have the right to determine which of the three (3) display sides of each kiosk are to be dedicated to COLLEGE' use. The two (2) remaining display sides shall be used by ADCAMP for display of commercial advertising. ADCAMP will specifically instruct COLLEGE which display side on each kiosk is dedicated for COLLEGE' use. At no time shall COLLEGE infringe on, post or display any information or materials on the display sides dedicated to ADCAMP's use. Display sides dedicated for ADCAMP's use shall solely contain commercial advertising specifically provided and approved by ADCAMP.
- 6.8 Prohibited Materials to COLLEGE: COLLEGE agrees that each display side dedicated to COLLEGE use shall display only COLLEGE' related notices and information. COLLEGE agrees that at no time shall any such display side dedicated to COLLEGE use contain any commercial advertising or any information that competes with or is contrary to commercial advertisers displayed on display sides dedicated to ADCAMP's use.
- 7.1 Operation of Kiosks: In installing, maintaining, operating and removing the kiosks, ADCAMP shall take all reasonable measures so as to not interfere with the operation of classes, programs and activities sponsored by COLLEGE.
- 7.2 Maintenance: ADCAMP shall maintain each kiosk in a clean and working order at its own cost and expense. ADCAMP shall not be responsible for and shall not be liable for any repairs or replacement of any character whatsoever which is occasioned or made necessary by reason of the negligence or misuse, damage by fire, acts of God, or other calamity which is not a result of the fault of ADCAMP.
- 7.3 Termination: Either party may terminate this agreement with one (1) year written notice to the other party.
- 7.4 ADCAMP's Property: Each kiosk installed by ADCAMP shall always remain and be deemed to be the property of ADCAMP and shall at no time be deemed to be a fixture or the property belonging to any other entity or person unless otherwise agreed to in writing by ADCAMP.

- 8.0 Insurance: ADCAMP shall carry and maintain during the entire term of this agreement a policy of comprehensive liability insurance in the amount not less than \$1,000,000 per occurrence, to protect it from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the lease whether such operations is by ADCAMP or anyone directly or indirectly employed by it. ADCAMP shall be required to file with COLLEGE certificates of such insurance or evidence of an adequate self-insurance program naming COLLEGE as additional insured.
- 9.1 Indemnification:
- A. ADCAMP shall defend, indemnify and hold COLLEGE, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ADCAMP, its officers, agents, or employees.
  - B. COLLEGE shall defend, indemnify and hold ADCAMP, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COLLEGE, its officers, agents, or employees.
- 9.2 Related Parties: The All Related Parties of an entity or individual (where appropriate) include, but are not limited to, all past, present and future employees, officers, directors, shareholders, contractors, subcontractors, invitees, customers, partners, joint ventures, agents, successors, assigns, heirs, personal representatives, administrators, Trustees, parent entities, subsidiaries and affiliates of that entity or individual (where appropriate).
- 10.0 No Partnership/Joint Venture Created: Nothing in this Agreement shall be construed as having created any partnership, joint venture, or agency between the parties thereto.
- 11.0 Taxes and Other Governmental Charges: COLLEGE shall pay all real property taxes and assessments, whether general, special, ordinary, extraordinary or otherwise levied on or assessed against its premises. At no time shall ADCAMP be required to make any payments to COLLEGE, for or on COLLEGE behalf, other than those expressly indicated in this Agreement.

- 12.0 Construction: Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural, and vice versa. This Agreement shall be construed as if both parties have prepared it. Unless otherwise indicated, all references to paragraphs are to this Agreement. The neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter, and the feminine includes the neuter, and each includes corporation, partnership or other legal entity when the context so requires.
- 13.0 Exhibits: Exhibits attached hereto and to which references are made in this Agreement, are incorporated herein by the respective references to them.
- 14.0 Waivers: No waiver of any breach of a provision in this Agreement shall be deemed a waiver of any other provision. No waiver shall be valid unless in writing and executed by the waiving party.
- 15.0 Integration: This Agreement contains the entire agreement between the parties respecting the matter set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting these matters.
- 16.0 Partial Invalidity: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this agreement shall be of no effect, but all the remaining provision of this Agreement shall remain in full effect.
- 17.0 Amendments: This Agreement may not be amended or altered except by an instrument in writing executed by the parties.
- 18.0 Authority of Parties: Each person executing this Agreement on behalf of a party warrants that he or she has the authority to execute this Agreement on behalf of that party.
- 19.0 Default: COLLEGE will be in default under this Agreement if it fails for ten (10) days following receipt of written notice from ADCAMP specifying a default, to cure such default, if it is curable, or to institute and pursue reasonable corrective or ameliorative acts for incurable defaults. ADCAMP shall be entitled to actual attorney's fees and costs incurred in connection with COLLEGE' default.
- 20.0 Exclusivity: During the entire term of this Agreement, COLLEGE agrees not to engage or participate, directly or indirectly, in any business that is in competition with the business of ADCAMP. During the entire term of this Agreement, COLLEGE agrees not to enter in to any agreement with any other person or entity for the installation of advertising kiosks or displays of any similar nature as those contemplated by this Agreement, whereby the material displayed on such kiosks or displays would be

- competing with those contemplated by this Agreement.
- 21.0 Confidentiality: This Agreement and its terms and conditions shall be confidential and shall not be disclosed to third parties other than through a subpoena duces tecum or other valid legal process requiring such disclosure or as otherwise provided in this Agreement. COLLEGE shall maintain all terms and information contained in this Agreement as completely confidential as trade secret of ADCAMP. The COLLEGE shall not use any of the information disclosed by ADCAMP to COLLEGE for any purpose whatsoever.
- 22.0 Execution in Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.
- 23.0 Governing Law; Binding Arbitration; Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The parties to this Agreement agree that all disputes, claims and controversies between them concerning the interpretation or enforcement of this Agreement, or any other matter arising out of or relating to this Agreement, shall be referred to binding arbitration and conducted pursuant to the Rules of Commercial Arbitration of the Judicial Arbitration Mediation Services (JAMS/ENDISPUTE). Each party to this Agreement acknowledges and agrees that for the purposes of this Agreement only, it has sufficient contacts with the Riverside, state of California area to warrant the imposition of jurisdiction over it by a state or federal court sitting in the City and County of Riverside, California if a petition to confirm an arbitration award or other legal relief to effectuate this agreement is required. Each party to this agreement further acknowledges and agrees that the venue for any such dispute resolution process shall be Riverside, California.
- 24.0 Litigation Costs: If any action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement, or to cause an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. "Prevailing party" shall include without limitation (i) a party who dismisses an action in exchange for sums allegedly due; (ii) the party that receives performance from the other party of an alleged breach or covenant or a desired remedy where this is substantially equal to the relief sought in an action; or (iii) the party determined to be the prevailing party by a court of law, or a duly appointed arbitrator.
- 25.0 Benefit of Counsel; Informed Review: Each party to this Agreement acknowledges and represents to each of the other parties to this agreement that: (a) the provisions of this Agreement and their legal effect have been fully explained to it by his its own counsel; (b) it has received independent legal advice from counsel of his or its own selection; (c) it fully understands the facts and has been fully informed as to his or its legal rights and

obligations under this Agreement; (d) this Agreement is being entered into and signed by it knowingly, freely, and voluntarily, after having received such legal advice and with such knowledge; and (e) the execution and delivery of this Agreement by it is not the result of any duress or undue influence. BY EXECUTING THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND REPRESENTS TO THE OTHER PARTY TO THIS AGREEMENT THAT IT HAS READ THE ENTIRE AGREEMENT.

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

ADCAMP, INC.

By: \_\_\_\_\_  
Daniel Zusman, President  
on behalf of ADCAMP, a California corporation

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
James L. Buysse, Vice Chancellor, Administration and Finance  
on behalf of RIVERSIDE COMMUNITY COLLEGE  
DISTRICT



Exhibit A

RIVERSIDE COMMUNITY COLLEGE  
CAMPUS MAP



- bookstore
- business
- lovekin bus stop
- admissions

Please verify that the above-indicated locations are correct by signing below.

ADCAMP, INC.

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

Daniel Zusman, President  
on behalf of ADCAMP, a California corporation

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

James L. Buysse, Vice Chancellor, Administration and Finance  
on behalf of RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DISTRICT

Exhibit B

At no time shall ADCAMP advertise products or services relating in any way to the following:

*Tobacco*

*Alcohol*

Please indicate any other forms of advertising that RIVERSIDE COMMUNITY COLLEGE DISTRICT does not want promoted on campus:

<u>weapons</u>	<u>XXXXXX</u>
<u>pornography</u>	<u>XXXXXX</u>
<u>credit cards</u>	<u>XXXXXX</u>
<u>XXXXXX</u>	<u>XXXXXX</u>
<u>XXXXXX</u>	<u>XXXXXX</u>

Please verify that the information above is correct by signing below.

ADCAMP, INC.

By: \_\_\_\_\_  
Daniel Zusman, President  
on behalf of ADCAMP, a California corporation

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
James L. Buysse, Vice Chancellor, Administration and Finance  
on behalf of RIVERSIDE COMMUNITY COLLEGE DISTRICT

Exhibit C



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-e

Date: May 15, 2007

Subject: Agreement with Wetzel Productions

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Wetzel Productions to provide three live performances, one at each campus of "Side by Side: A Journey With Depression." Performances will take place on April 30, 2007 at Moreno Valley, May 1, 2007 at Norco, and May 3, 2007 at Riverside City College. The term of this agreement is for April 30, 2007 through May 03, 2007. The total fee for this agreement is \$6,000.00. Funding source: Health Services Restricted Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for April 30, 2007 through May 03, 2007, for \$6,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Renee Kimberling  
District Director, Health Services

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
WETZEL PRODUCTIONS

THIS AGREEMENT is made and entered into on this 4<sup>th</sup> day of April, 2007 by and between WETZEL PRODUCTIONS, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Three live performances of "SIDE BY SIDE: A JOURNEY WITH DEPRESSION"
  - a. The services will be provided at:  
Moreno Valley Campus April 30, 2007  
Norco Campus May 01, 2007  
Riverside City Campus May 03, 2007
  - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The term of this agreement shall be from April 30, 2007 through May 03, 2007.
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$6000.00, payable after receipt of invoice.
4. During the term of this Agreement, CONTRACTOR shall defend, indemnify and hold the RCCD and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of CONTRACTOR, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.

During the term of this Agreement, RCCD shall defend, indemnify and hold the CONTRACTOR and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of the RCCD, its trustees, agents, students and employees, arising out of the performance of this Agreement.
5. Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability,

marital status, sex, age or sexual orientation. Contractor understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

6. Contractor is an independent contractor and no employer-employee relationship exists between Contractor and District.
7. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
8. This contract may be terminated by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for termination of this Agreement.
9. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
10. This Agreement will be governed by and construed in accordance with the laws of the State of California.

This Agreement has been read and agreed upon by the following representatives of both parties.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

CONTRACTOR

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

By: \_\_\_\_\_  
Wetzel Productions  
532 B Riley St  
Santa Rosa, CA 95404

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-f

Date: May 15, 2007

Subject: Agreement with Fernando Melendez

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Fernando Melendez. Mr. Melendez, a disc jockey, will provide musical entertainment at the Foster Youth's Emancipation Celebration event on May 31, 2007. The event committee comprised of RCCD Foster Youth Emancipation Program and Riverside County Department of Public Social Service (DPSS) staff selected Mr. Melendez for this role. Mr. Melendez will provide both the music and equipment. The musical entertainment will take place before and after dinner. The cost of this service will be \$500.00. The Memorandum of Understanding with Riverside County DPSS for the Foster Youth Emancipation Program Grant allows for this expenditure. Funding source: Foster Youth Emancipation Program Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for May 31, 2007, for an amount not to exceed \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Shelagh Camak  
Associate Vice Chancellor, Workforce Development  
Michael Wright  
Director, Workforce Preparation Grants and Contracts

SERVICE AGREEMENT  
BETWEEN  
Fernando Melendez  
AND  
Riverside Community College District

This Agreement, entered into this 31st DAY OF May 2007 between Fernando Melendez, hereinafter referred to as the “Service Provider,” and Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities occurring on May 31, 2007.

ARTICLE II. SERVICES TO BE PERFORMED

2.01 Service Provider 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 Service Provider, The District shall pay a total not to exceed \$500.00. Payable at the time of the event and upon receipt of an invoice.

ARTICLE IV. OBLIGATIONS OF SERVICE PROVIDER

4.01 Minimum Amount of Service. Service Provider agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District.

4.02 Indemnification. The parties mutually agree to defend, indemnify and hold each other, their trustees, officers, employees, volunteers and agents harmless from any and all claims, demands, lawsuits, liability, loss, attorneys’ fees, damage or injury to property or person, including wrongful death, resulting from, growing out of, or in any way connected with the performance of this Agreement.

4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

4.04 Treatment of The District Information. Service Provider shall regard all District data and information used in the work performed under this agreement as confidential.



- 4.05 Independent Contractor. It is understood that Service Provider is an independent contractor and that no employer-employee relation exists between the parties hereto.
- 4.06 Non-Discrimination. Service Provider agrees that he will comply with all state and federal non-discrimination and equal opportunity regulations for all persons with regard to race, color, religion, national origin, ancestry, sex, physical/mental disability, medical condition, marital status, age, or sexual orientation.

#### ARTICLE V. OBLIGATIONS OF THE COLLEGE

- 5.01 Cooperation of The District. The District agrees to comply with all reasonable requests of the Service Provider and provide access to all documents and/or information reasonably necessary to the performance of Service Provider's duties under this Agreement.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or 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

Service Provider

---

James Buysse  
Vice Chancellor  
Administration and Finance

---

Fernando Melendez  
5988 Londonderry Drive  
Riverside, CA 92504

---

Date

---

Date

## EXHIBIT A

### Service Provider Agreement with Riverside Community College District and Fernando Melendez

#### SCOPE OF WORK

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

Provide: Musical entertainment at the annual Emancipation Event

Service Provider hereby agrees to provide musical entertainment at the annual Foster Youth Emancipation celebration held on May 31, 2007. The musical entertainment consists of Mr. Melendez acting as a DJ supplying all of the music and equipment. Musical entertainment will be provided before and after dinner. For providing this musical entertainment service, Mr. Melendez will receive an amount not to exceed \$500.00.

#### Deliverables

The following will be delivered to Riverside Community College District as a result of the provision of services described within this scope of work.

- Musical entertainment at the Foster Youth Emancipation celebration event.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-g

Date: May 15, 2007

Subject: Amendment to the Agreement with Yosemite Community College District, Child Development Training Consortium

Background: Presented for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and Yosemite Community College District, Child Development Training Consortium, to provide tuition reimbursement to students who are currently employed in an early childhood program and meet academic requirements in Child Development Permit applicable courses. The program was created to address the critical shortage of qualified child care professionals in the state of California. The term of the agreement remains August 1, 2006 through July 21, 2007. The amendment provides additional funding in the amount of \$11,875.00. The agreement was approved by the Board of Trustees on November 21, 2006. Funding source: Child Development Training Consortium Grant.

Recommended Action: It is recommended that the Board of Trustees ratify the amendment, for August 1, 2006 through July 31, 2007, for an amount of \$11,875.00, and authorize the Vice Chancellor, Administration and Finance, to sign amendment.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie Whitaker-Menesses  
Associate Dean, Early Childhood Education  
Shari Yates  
Assistant Professor, Early Childhood Education

**Child Development Training Consortium  
 2006-2007 Amendment #1 to Instructional Agreement  
 Number 06-07-4165**

Amendment to Instructional Agreement for the period August 1, 2006, to July 31, 2007, between the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC) and **Riverside Community College** (CONTRACTOR).

In consideration of the performance of the terms of the Instructional Agreement in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR a revised amount not to exceed \$30,075.00. The amended Instructional Agreement total is for the following purposes:

**Summary of Instructional Units**

Number of <u>ongoing</u> enrolled units to generate at \$25.00 per unit:	<u>700</u>
Number of <u>one-time only</u> enrolled units to generate at \$25.00 unit:	<u>475</u>
<b>Total 2006-2007 Instructional Units of Enrollment</b>	<u><u>1,175</u></u>

**Total Instructional Funds**

Ongoing	\$ 17,500.00
One-time only	\$ <u>11,875.00</u>

**Total Professional Growth Advisor Project Funds**

Ongoing training funds (\$300.00 per Professional Growth Advisor Training)	\$ 600.00
Additional one-time only training funds (\$300.00 per Professional Growth Advisor Training)	\$ 0
Ongoing networking funds (\$100.00 per networking session)	\$ <u>100.00</u>

**Total 2006-2007 Approved Funding:** \$ 30,075.00

All final reports and invoices are due no later than July 31, 2007.

Except as amended herein, all terms and conditions of the original Instructional Agreement shall remain unchanged and in full force and effect.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**AGREED TO BY:**

Contractor Authorizing Signature:	
Printed Name of Person Signing and Title:	
Date:	

**Yosemite Community College District**

Authorizing Signature:	
Printed Name of Person Signing and Title:	Teresa Scott, Executive Vice Chancellor/Fiscal Services, YCCD
Date:	

Return **two** Amendments to Instructional Agreement with **original signatures** to:

**Gail Brovont, Child Development Training Consortium,  
 1620 N. Carpenter Rd., Suite C-16, Modesto, CA 95351**

For questions, call (209) 572-6086.

<b>For CDTC Use Only</b>			
Date Received: _____	To D.O.: _____	From D.O.: _____	To Contractor: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-h

Date: May 15, 2007

Subject: Agreement with Complete Coachworks

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Complete Coachworks. The District shall provide a mechanics training course for up to 20 Complete Coachworks employees per class, 12 three-hour sessions for a total of 36 class hours of training. The term of the agreement is from May 1, 2007 through July 31, 2007. The District will be paid \$7,200.00 plus the cost of workbooks for up to 36 hours of training, at an amount not to exceed \$8,000.00. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for the term of May 1, 2007 through July 31, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 1st day of May, 2007, between Riverside Community College District, hereinafter referred to as "District," and Complete Coach Works, hereinafter referred to as "Contractor".

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

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents, resulting from the performance of this agreement. The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents, resulting from the performance of this agreement.
11. Both parties will maintain in full force and effect at all times during this agreement a policy of general liability insurance, or self-insurance, covering all of its operations, with no less than \$1,000,000.00 coverage per occurrence. The parties will also maintain workers' compensation insurance in accordance with the laws of the State of California. Evidence of said insurance policies shall be furnished upon request of either party.
12. The parties agree that they will comply with all state and federal non-discrimination and equal opportunity regulations for all persons with regard to race, color, religion, national origin, ancestry, sex, physical/mental disability, medical condition, marital status, age, or sexual orientation.
13. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.
14. Either party may terminate the Agreement with at least 15 days advance written notice to the other party.

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

DISTRICT

CONTRACTOR

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

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

James Buysse, Vice Chancellor,  
Administration & Finance  
Title

\_\_\_\_\_  
Title

Riverside Community College District  
Customized Solutions for Business & Industry

SCHEDULE A  
SERVICES & COMPENSATION

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

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

Name of program: Mechanics Training Course

Class Size: One class with up to 20 participants  
12, 3 Hour sessions for a total of 36 class hours (12 x 3 = 36)

Training Schedule: May 1, 2007 – June 30, 2007

Fee:

- Cost of training: \$7,200.00
- Cost of 30 Workbooks: \$450.00 + tax and shipping
- Training materials provided by the District and included in the training cost
- Supplemental texts not created by Riverside Community College District will be approved and purchased by Complete Coachworks
- Make-up classes will be invoiced at the hourly rate of \$125.00.

Terms:

- Payment of workbooks will be due prior to the start of training
- Payment for training will be invoiced monthly
- Invoicing for any additional payment due the District will occur at the end of the scheduled training



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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Bill to:

Complete Coach Works  
Chuck Barnes, VP of Production  
1863 Service Court  
Riverside, CA 92507

Send payment to:

Auxiliary Business Services  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-i

Date: May 15, 2007

Subject: Agreement with Ryan Peeters

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Ryan Peeters. Mr. Peeters will provide modeling services for an Art class, held on the Riverside City College campus, beginning May 19, 2007 through June 2, 2007. Specific dates will be determined in consultation with the instructor. The total fee for this service shall not exceed \$15.00 per hour, for a total of 20 hours. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for May 19, 2007 through June 2, 2007, for an amount not to exceed \$300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Virginia McKee-Leone  
Dean of Instruction  
Leslie A. Brown  
Art Gallery Coordinator  
Stephen Horn  
Associate Professor of Art

MODELING AGREEMENT  
WITH  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 16<sup>th</sup> day of May, 2007 between Ryan Peeters, hereinafter referred to as “Model”, and Riverside Community College District, hereinafter referred to as “The District”.

ARTICLE I. TERM OF CONTRACT

- 1.01 This agreement is effective to cover activities beginning May 19, 2007, and will continue in effect until June 2, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY MODEL

- 2.01 Model 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 Model, the District will pay Model at the rate of \$15.00 per hour for modeling sessions for ART-40, held on the Riverside Campus. Fees to be paid upon receipt of a monthly invoice from Model.

ARTICLE IV. OBLIGATIONS OF MODEL

- 4.01 Minimum amount of service: Model agrees to devote his best efforts to performance of services outlined in “Exhibit A” on behalf of The District.
- 4.02 Model and The District mutually agree to indemnify and hold each other, their Trustees, officers, agents, and employees, 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. Model also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the modeling sessions.
- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without prior written consent of the other party.
- 4.04 Treatment of the District Information. Model shall regard all District data and information used in the work performed under this agreement as confidential.
- 4.05 It is understood and agreed that Model is an independent contractor and that no employer-employee relation exists between Model and the District.

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

#### ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Model and provide access to all documents and/or information reasonably necessary to the performance of the Model's duties under this agreement.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement of promises 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

Model

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

\_\_\_\_\_  
Ryan Peeters  
832 Shasta Dr.  
Colton, CA 92324

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Modeling Agreement with  
Riverside Community College District

SCOPE OF WORK

With this Agreement, Model will perform services detailed within this scope of work.

Provide modeling services for ART 40, held on the Riverside Campus.

Model hereby agrees to provide modeling services for ART 40, held on the Riverside Campus, beginning May 19, 2007 through June 2, 2007. Specific dates will be determined in consultation with Jerrin Wagstaff, Adjunct Art Instructor.

**AMENDED**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-j

Date: May 15, 2007

Subject: Agreements for the 2007 Wind Ensemble

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and James & James Sound Recorders and \*20<sup>th</sup> Century Fox Studios to provide sound recording services for the RCC Music Department Wind Ensemble CD project. James & James Sound Recorders to provide recording and mixing services while 20<sup>th</sup> Century Fox Studios to do actual recording production of the CD. Terms of the agreements are for May 16, 2007 through May 17, 2007, for fees not to exceed \$1,500.00 and \*\$7,500.00, respectively. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for May 16, 2007 through May 17, 2007, for amounts not to exceed \$1,500.00 and \*\$7,500.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Virginia McKee-Leone  
Dean of Instruction  
Kevin Mayse  
Associate Professor, Music

AGREEMENT BETWEEN JAMES & JAMES SOUND RECORDERS AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 16<sup>th</sup> day of May 2007, by and between JAMES & JAMES SOUND RECORDERS, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Sound recording for the RCC Music Department Wind Ensemble.
  - a. The services will be provided at: Riverside City Campus.
  - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from May 16, 2007 through May 17, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$1500.00 payable after receipt of invoice.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

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

omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

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

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

Riverside Community College District

William J. Huff  
James & James Sound Recorders  
5727 Carnelian St  
Alta Loma, CA 91701

---

James L. Buysse  
Vice Chancellor, Administration and Finance

---

Contractor

---

Date

---

Date



AGREEMENT BETWEEN \*20<sup>th</sup> CENTURY FOX STUDIOS AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 16<sup>th</sup> day of May 2007, by and between 20<sup>th</sup> CENTURY FOX STUDIOS, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Sound recording for the RCC Music Department Wind Ensemble.
  - a. The services will be provided at: \*20<sup>th</sup> Century Fox Studios.
  - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from May 16, 2007 through May 17, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \*\$75000.00 payable after receipt of invoice.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.
6. Contractor shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and District.

8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

\*20<sup>th</sup> Century Fox Studios  
1020 W Pico Blvd  
Stage 1, Room 100  
Los Angeles, CA 90035

---

James L. Buysse  
Vice Chancellor, Administration and Finance

---

Contractor

---

Date

---

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-k

Date: May 15, 2007

Subject: Agreements for the Nursing Program

Background: Presented for the Board's review and consideration are agreement renewals between Riverside Community College District and Air Force Village West, Villa Healthcare Center Chapman Convalescent Hospital, Community Care & Rehabilitation Center, Cypress Gardens Convalescent Hospital, Parkview Community Hospital Medical Center, and Riverside Community Hospital to provide venues for clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The terms of these agreement renewals begin June 10, 2007 through September 1, 2007, with automatic annual renewals. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for June 10, 2007 through September 1, 2007, with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Virginia McKee-Leone  
Dean of Instruction  
Sandra Baker  
District Dean, School of Nursing

HOSPITAL/CLINICAL FACILITY AGREEMENTS

-RECOMMENDED RENEWALS-  
SCHOOL OF NURSING

FACILITY	TERMS OF AGREEMENT	COST
Air Force Village West	July 7, 2007 – Automatic renewals	No cost to the District
Villa Healthcare Center	June 18, 2007 – Automatic renewals	No cost to the District
Chapman Convalescent Hospital	August 18, 2007 – Automatic renewals	No cost to the District
Community Care & Rehabilitation Center	June 10, 2007 – Automatic renewals	No cost to the District
Cypress Gardens Convalescent Hospital	June 10, 2007 – Automatic renewals	No cost to the District
Parkview Community Hospital	June 1, 2007 – Automatic renewals	No cost to the District
Riverside Community Hospital	September 1, 2007 – Automatic renewals	No cost to the District

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 7 day of July, 2007, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the AIR FORCE VILLAGE WEST, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,



affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S professional malpractice, general liability, and workers compensation insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (60) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (30) thirty days written notice

to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506-1299

CLINICAL FACILITY

Air Force Village West  
17050 Arnold Drive  
Riverside, CA 92518-2813

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

AIR FORCE VILLAGE WEST

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

Name:

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

Date:

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 18 day of June, 2007, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the VILLA HEALTHCARE CENTER, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.

2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.

3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.



4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S professional malpractice, general liability, and workers compensation insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (60) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (30) thirty days written notice

to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506-1299

CLINICAL FACILITY

Villa Healthcare Center  
8965 Magnolia Avenue  
Riverside, CA 92503-4432

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

---

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

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

VILLA HEALTHCARE CENTER

---

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

Name:

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

Date:

\_\_\_\_\_

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 18 day of August, 2007, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the CHAPMAN CONVALESCENT HOSPITAL, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.



- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S professional malpractice, general liability, and workers compensation insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (60) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (30) thirty days written notice

to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506-1299

CLINICAL FACILITY

Chapman Convalescent Hospital  
4301 Caroline Court  
Riverside, CA 92506-2902

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

---

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

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

CHAPMAN CONVALESCENT HOSPITAL

---

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

Name:

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

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

\_\_\_\_\_

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 10 day of June, 2007, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the COMMUNITY CARE & REHABILITATION CENTER, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.



10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S professional malpractice, general liability, and workers compensation insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (60) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (30) thirty days written notice

to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506-1299

CLINICAL FACILITY

Community Care & Rehabilitation Center  
4070 Jurupa Avenue  
Riverside, CA 92506-2234

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

---

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

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

COMMUNITY CARE & REHABILITATION CENTER

---

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

Name:

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

Date:

\_\_\_\_\_



COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 10 day of June, 2007, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the CYPRESS GARDENS CONVALESCENT HOSPITAL, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S professional malpractice, general liability, and workers compensation insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (60) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (30) thirty days written notice



to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506-1299

CLINICAL FACILITY

Cypress Gardens Convalescent Hospital  
9025 Colorado Avenue  
Riverside, CA 92503-2157

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

---

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

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

CYPRESS GARDENS CONVALESCENT HOSPITAL

---

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

Name:

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

Date:

\_\_\_\_\_

COLLEGE/HOSPITAL AGREEMENT

THIS AGREEMENT shall become effective as of the 1 day of June, 2007, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER, herein referred to as the "HOSPITAL."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the HOSPITAL maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and HOSPITAL desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the HOSPITAL will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the HOSPITAL. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the HOSPITAL. This orientation will be arranged through mutual agreement between the COLLEGE and the HOSPITAL.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the HOSPITAL hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the HOSPITAL.

9. The HOSPITAL shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;
- (b) The cooperation and counsel of the HOSPITAL administrative and professional staffs in the conduct of the Nursing Program;

- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the HOSPITAL;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the HOSPITAL where students are assigned.
- (e) Access to HOSPITAL policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the HOSPITAL and serving as “preceptors” will be selected in accordance with program/course requirements and HOSPITAL recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the HOSPITAL.
- (h) Use of the HOSPITAL library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from HOSPITAL Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the HOSPITAL pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the HOSPITAL and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the HOSPITAL, but shall be subject to and shall abide by all HOSPITAL rules and regulations including but not limited to the HOSPITAL'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality, affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the HOSPITAL reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the HOSPITAL shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the HOSPITAL. COLLEGE shall require its students and faculty placed at HOSPITAL to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records of HOSPITAL'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HOSPITAL may require that a confidentiality agreement be executed by any individual accessing HOSPITAL resources under the terms and intent of this Agreement. In the event of



lack of compliance with such request by HOSPITAL, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing HOSPITAL resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or

other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S professional malpractice, general liability, and workers compensation insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. HOSPITAL shall be given notice, in writing, at least thirty (60) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the HOSPITAL, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the HOSPITAL by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the HOSPITAL. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the HOSPITAL, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, during the period of time that they are assigned by the COLLEGE to participate in the approved program of the

HOSPITAL. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The HOSPITAL shall indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the HOSPITAL, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the HOSPITAL.

25. The HOSPITAL shall further indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any HOSPITAL employee based or asserted in any claim or action by any HOSPITAL employee, personal representative, or heir of any HOSPITAL employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the HOSPITAL.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (30) thirty days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The HOSPITAL may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the HOSPITAL or requests for such training and administrative evaluations of the availability of HOSPITAL resources for the provision of such training. Any agreements to provide such additional areas of training may be

incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the HOSPITAL and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506-1299

HOSPITAL

Parkview Community Hospital Medical Center  
3865 Jackson Street  
Riverside, CA 92503-3919

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the

appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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By: \_\_\_\_\_  
Name: Dr. James Buysse  
Title: Vice Chancellor, Administration & Finance  
Date: \_\_\_\_\_

PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

COLLEGE/HOSPITAL AGREEMENT

THIS AGREEMENT shall become effective as of the 1 day of September, 2007, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the RIVERSIDE COMMUNITY HOSPITAL, herein referred to as the "HOSPITAL."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the HOSPITAL maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and HOSPITAL desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the HOSPITAL will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the HOSPITAL. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the HOSPITAL. This orientation will be arranged through mutual agreement between the COLLEGE and the HOSPITAL.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the HOSPITAL hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the HOSPITAL.

9. The HOSPITAL shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;
- (b) The cooperation and counsel of the HOSPITAL administrative and professional staffs in the conduct of the Nursing Program;

- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the HOSPITAL;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the HOSPITAL where students are assigned.
- (e) Access to HOSPITAL policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the HOSPITAL and serving as “preceptors” will be selected in accordance with program/course requirements and HOSPITAL recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the HOSPITAL.
- (h) Use of the HOSPITAL library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from HOSPITAL Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.



11. The COLLEGE shall have the right to requisition expendable drugs from the HOSPITAL pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the HOSPITAL and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the HOSPITAL, but shall be subject to and shall abide by all HOSPITAL rules and regulations including but not limited to the HOSPITAL'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality, affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the HOSPITAL reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the HOSPITAL shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the HOSPITAL. COLLEGE shall require its students and faculty placed at HOSPITAL to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records of HOSPITAL'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HOSPITAL may require that a confidentiality agreement be executed by any individual accessing HOSPITAL resources under the terms and intent of this Agreement. In the event of

lack of compliance with such request by HOSPITAL, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing HOSPITAL resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or

other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S professional malpractice, general liability, and workers compensation insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. HOSPITAL shall be given notice, in writing, at least thirty (60) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the HOSPITAL, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the HOSPITAL by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the HOSPITAL. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the HOSPITAL, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, during the period of time that they are assigned by the COLLEGE to participate in the approved program of the

HOSPITAL. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The HOSPITAL shall indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the HOSPITAL, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the HOSPITAL.

25. The HOSPITAL shall further indemnify and hold the COLLEGE, its TRUSTEES, officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any HOSPITAL employee based or asserted in any claim or action by any HOSPITAL employee, personal representative, or heir of any HOSPITAL employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the HOSPITAL.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (30) thirty days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The HOSPITAL may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the HOSPITAL or requests for such training and administrative evaluations of the availability of HOSPITAL resources for the provision of such training. Any agreements to provide such additional areas of training may be

incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the HOSPITAL and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506-1299

HOSPITAL

Riverside Community Hospital  
4445 Magnolia Avenue  
Riverside, CA 92501-4135

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the

appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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By: \_\_\_\_\_  
Name: Dr. James Buysse  
Title: Vice Chancellor, Administration & Finance  
Date: \_\_\_\_\_

RIVERSIDE COMMUNITY HOSPITAL

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-1

Date: May 15, 2007

Subject: Memorandum of Understanding with The Counseling Team International

Background: Attached for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and The Counseling Team International. The Counseling Team International provides law enforcement technical and professional services for students in the Riverside Community College District Criminal Justice Program at Ben Clark Training Center. This is a renewal of an existing agreement that was originally approved on December 16, 2003. The term of the Memorandum of Understanding will be from July 1, 2007 to June 30, 2008, and includes a service fee not to exceed \$1,800.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding, from July 1, 2007 through June 30, 2008, for an amount not to exceed \$1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the memorandum.

Salvatore G. Rotella  
Chancellor

Prepared by: Bill Vincent  
Dean, Public Safety Education and Training



Memorandum of Understanding

Reference: Agreement between The Counseling Team International and Riverside Community College, Agreement V-A-2, approved by the Board of Trustees on December 16, 2003, relative to the provision of technical and professional services for students at the Ben Clark Training Facilities pursuant to the California State Commission of Peace Officers Standards and Training.

The term of this agreement states in section 3, page 1:

The term of this Agreement shall be from the date of execution until June 30, 2004, unless earlier terminated as provided herein. This agreement may be renewed annually for up to four additional twelve-month periods upon the mutual written agreement of both parties.

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

The undersigned agree to extend the above referenced agreement through June 30, 2008.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

THE COUNSELING TEAM INTERNATIONAL

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-m

Date: May 15, 2007

Subject: Agreement with Jean Maki, Ph.D.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Jean Maki, Ph.D. to provide services to facilitate development of curriculum for a Speech Pathology Assistant program that complies with the guidelines of RCCD and also meets the requirements of the Council on Academic Accreditation in Audiology and Speech Pathology. The prepared materials will be submitted to the curriculum committee for approval and services will include attending curriculum committee meetings to answer questions regarding the proposal progress. The term of the agreement is May 17, 2007 through October 12, 2007. The total cost is not to exceed \$3,000.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from May 17, 2007 through October 12, 2007, for an amount not to exceed \$3,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Wolde-ab Isaac  
Dean, Health Sciences Programs

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
JEAN MAKI, Ph.D.

THIS AGREEMENT is made and entered into on this 17<sup>th</sup> day of May, by and between Jean Maki, Ph.D., hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: facilitate and develop curriculum proposal for Speech Pathology Assistant program; prepare materials for curriculum committee; attend curriculum committee to facilitate questions regarding proposed Speech Assistant program.
2. The term of this agreement shall be from May 17, 2007 through October 12, 2007.
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$3000.00, payable after receipt of invoice.
4. During the term of this Agreement, CONTRACTOR shall defend, indemnify and hold the RCCD and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of CONTRACTOR, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.

During the term of this Agreement, RCCD shall defend, indemnify and hold the CONTRACTOR and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of the RCCD, its trustees, agents, students and employees, arising out of the performance of this Agreement.

5. Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
6. For the purposes of this Agreement, Contractor is an independent contractor and no employer-employee relationship exists between Contractor and District.

7. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
8. This contract may be terminated by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for termination of this Agreement.

This Agreement has been read and agreed upon by the following representatives of both parties.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

CONTRACTOR

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

By: \_\_\_\_\_  
Jean Maki, Ph.D.  
Speech-Language Pathology Consultant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-n

Date: May 15, 2007

Subject: Affiliation Agreements for the Dental Assistant Program

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Michael Alijani DDS, Steve Bolur, DDS, David Castillo, DDS, Marileth Coria, DDS, Donald Cram, DDS, Liviu Eftimie, DDS, Mervin Ellstrom, DDS, Frederick Louis Hoffer, DDS, Susan Lee, DDS, Cyrus Oster, DDS, Sivola Robert, DDS, and Sonja Finnie, DDS. These affiliation agreements provide venues for dental externships for the Dental Assistant Program, Moreno Valley Campus. The terms of the agreements are for May 16, 2007, through February 8, 2008. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, from May 16, 2007, through February 8, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Patti Bufalino  
Interim Dean of Instruction  
Donna Lesser  
Director, Dental Hygiene and Dental Assistant Programs

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Michael Alijani’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.
- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
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- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

1. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.

3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

#### IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

#### X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

#### XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

#### XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

#### XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Michael Alijani, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Steve Bolur’s private office (“Facility”).

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- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
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- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

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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.

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The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XVII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

**XVIII. TERMINATION**

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Steve Bolur, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and David Castillo’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. . This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.
- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

## V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

**VIII. PUBLICITY**

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

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

David Castillo, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Marileth Coria’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.
  
- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.



- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

## V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

#### IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

#### X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

#### XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

#### XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

#### XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

#### XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Marileth Coria, DDS

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

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

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Donald Cram’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. . This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

- Student schedules;
- Placement of students in clinical assignments;
- Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.
- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

## V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

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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.

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XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

RCCD

Riverside Community College District

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

Printed: James Buysse

Vice Chancellor

Title: Administration and Finance

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

FACILITY

Donald Cram, DDS

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

Printed: \_\_\_\_\_

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Liviu Eftimie’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

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1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
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- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.
- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
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- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

## V. INDEMNIFICATION

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- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

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- 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:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XVII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

**XVIII. TERMINATION**

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Liviu Eftimie, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Mervin Ellstrom’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.



- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XVII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

**XVIII. TERMINATION**

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Mervin Ellstrom, DDS

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

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

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Frederick Louis Hoffer’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. . This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.



- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Frederick Louis Hoffer, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of April 18, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Susan Lee’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

- Student schedules;
- Placement of students in clinical assignments;
- Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.



- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

RCCD

FACILITY

Riverside Community College District

Susan Lee, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Cyrus Oster’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.



- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

## V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XVII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

**XVIII. TERMINATION**

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Cyrus Oster, DDS

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

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

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Sivola Robert’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

- Student schedules;
- Placement of students in clinical assignments;
- Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.



- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

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This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

RCCD

FACILITY

Riverside Community College District

Sivola Robert, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of May 16, 2007, entered into by and among the Riverside Community College District (“RCCD”) and Sonja Finnie’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein. This agreement will remain in full force until terminated by either party, pursuant to Paragraph XIII.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

- Student schedules;
- Placement of students in clinical assignments;
- Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director and the Risk Management of college regarding incidents or issues related to students and instructor performance under this agreement, but college shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records of clinical facility's patients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Clinical facility may require that a confidentiality agreement be executed by any individual accessing clinical facility resources under the terms and intent of this agreement. In the event of lack of compliance with such request by clinical facility, access under this agreement will be denied.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.



- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

## V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by

federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

- a. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- b. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- c. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XVIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notification to the other.

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

Sonja Finnie, DDS

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

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

Printed: James Buysse

Printed: \_\_\_\_\_

Vice Chancellor

Title: Administration and Finance

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-o

Date: May 15, 2007

Subject: Agreement with American Heart Association

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the American Heart Association to authorize the Emergency Medical Services program to provide emergency cardiovascular care training as an American Heart Association training center. Training will be provided to the community and students of the Emergency Medical Services program and to Fire Technology and Law Enforcement personnel. The term of this agreement begins May 16, 2007 and continues until May 16, 2008. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from May 16, 2007 until May 16, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Patricia M. Bufalino  
Interim Dean of Instruction  
Chris Nollette  
Director, Emergency Medical Services Program

### Training Center Agreement

This is an agreement between the American Heart Association, Inc., with offices at 1100 East Campbell Rd, Ste 100, Richardson, TX 75081 (hereinafter the "AHA") and Riverside Community College District, with its principal place of business at 3423 Davis Avenue, Riverside, CA 92518, (hereinafter "Training Center" or "TC").

WHEREAS, the AHA is a nonprofit organization dedicated to fighting heart disease and stroke and sets guidelines for emergency cardiovascular care ("ECC") and ECC training;

WHEREAS, TC would like to provide, and manage the provision by others of, ECC training under the guidelines and curriculum of the AHA;

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties hereby agree as follows:

1. **Definitions:**

- 1.1. *AHA Materials:* "AHA Materials" shall mean all ECC materials published by the AHA, including, but not limited to, textbooks, instructor's manuals, exams, answer keys, toolkits, newsletters, and course completion cards.
- 1.2. *Courses:* "Course" or "Courses" shall mean the approved ECC courses listed below in which Course Cards will be distributed [list only the approved courses].
  - A. *Basic Life Support*  
Provider Course(s)  
Instructor Course(s)
  - B. *Advanced Cardiac Life Support*  
Provider Course(s)  
Instructor Course(s)
  - C. *Pediatric Advanced Life Support*  
Provider Course(s)  
Instructor Course(s)
- 1.3. *Course Cards:* "Course Cards" shall mean those cards bearing the AHA Servicemarks and ECC logo, which TC may distribute to students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.
- 1.4. *Geographic Territory:* The "Geographic Territory" shall mean the State of California.
- 1.5. *Training Sites:* "Training Sites" shall mean persons or organizations engaged or authorized by TC to teach Courses and for whom TC will process course rosters.

- 1.6. *Instructors:* "Instructors" shall mean persons engaged or authorized by TC or Training Sites to teach Courses.
- 1.7. *Program Guidelines:* "Program Guidelines" shall mean the then current *Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care*, and the then current *Program Administration Manual: Guidelines for Program Administration and Training* dated July 2004, as they may be amended and/or supplemented by the AHA from time to time. The Program Guidelines are incorporated herein by reference as if fully set forth at length. TC acknowledges receipt of a set of Program Guidelines.

## 2. **Responsibilities of Training Center:**

- 2.1. *Courses:* TC shall conduct courses and shall authorize Instructors and/or Training Sites to conduct courses only within the Geographic Territory. TC shall ensure that all Courses taught by TC, Training Sites, and/or Instructors conform to the requirements of the Program Guidelines and the curriculum set out in the applicable AHA Instructor's Manuals. TC acknowledges and agrees that this Agreement is non-exclusive and that the AHA may enter into Training Center Agreements with other parties within the Geographic Territory.
- 2.2. TC shall comply with the requirements of the Program Guidelines including, but not limited to:
  - 2.2.1. TC shall promptly notify, forward, or otherwise communicate to its instructors all correspondence from the American Heart Association regarding changes to science or curricula.
  - 2.2.2. TC must issue course cards within thirty (30) calendar days following receipt of completed roster and course documents from instructors.
- 2.3. The TC will support Chain of Survival initiatives in cooperation with the AHA in their region and/or community, within available resources as outlined in Program Guidelines.
- 2.4. The TC will support local public advocacy Chain of Survival activities, e.g., public access defibrillation.
- 2.5. *Rosters and Course Completion Cards:*
  - 2.5.1. TC shall safeguard Course Cards from unauthorized distribution. It shall limit the distribution of Course Cards only to persons who are students of TC, Training Site and/or Instructors and who have met the requirements for receipt of Course Cards in accordance with Program Guidelines. Only the approved TC Coordinator or a TC employee designated by the TC Coordinator and acting under the direct supervision of the TC Coordinator may receive Course Cards from distributors and the TC will be solely responsible for the control and security of card issuance. This responsibility may not be assigned or transferred to any other organization or individual, including Training



Sites or Instructors. TC shall ensure that only the appropriate type of Course Card, as set out in the Program Guidelines, is issued to each student.

- 2.5.2. TC may not substitute any other organization's card for the appropriate AHA Course Card, or issue any Course Card not currently authorized for an AHA Course, or use non-AHA course materials in lieu of AHA materials to teach an AHA Course.
- 2.5.3. TC shall maintain rosters and records for all Courses conducted by TC and/or Training Site for at least 3 years after the date the Course was conducted.
- 2.5.4. TC shall submit statistical data and/or reports to the AHA as required under the Program Guidelines.

2.6. *AHA Materials:*

- 2.6.1. TC may purchase AHA Materials from third party distributors subject to the distributor's policies regarding payment terms, prices, shipping, and handling.
- 2.6.2. TC may sell AHA ECC textbooks and Instructor's Manuals to students, Instructors, and other third parties. However, it may not sell or distribute to any third party, other than Training Sites and/or Instructors, AHA Course exams and/or answer keys. AHA Course exams and/or answer keys may be used only for provision of Courses under this Agreement. Training Centers may duplicate, in whole, AHA Course exams, and authorize Training Sites and Instructors to duplicate, in whole, AHA Course exams to be used only for the provision of Courses under this Agreement. TC shall prohibit Training Sites or Instructors from unauthorized copying, re-selling or distributing AHA Course exams and answer keys.

2.7. *TC Coordinators:* TC shall designate a primary contact (hereinafter "TC Coordinator") between TC and the AHA regarding all administration of ECC training, including, but not limited to, customer service, Course scheduling, card issuance, and records maintenance and retention. TC shall ensure that new TC Coordinators attend an orientation with AHA within thirty (30) calendar days following execution of the TC Agreement or, in the case of staff turnover, within thirty (30) calendar days following designation as a TC Coordinator.

3. **Reviews:** The AHA may monitor and/or review TC's and Training Sites' performance and compliance with Program Guidelines and AHA curriculum at least once each year through a review of Course records, site reviews, and course audits. TC shall provide the AHA with access, as needed, to Training Site facilities and records. This shall be in addition to the monitoring of Instructors as a part of their review.

4. **Dispute Resolution:**

- 4.1. Subject to paragraph 4.2 below, TC agrees that any disputes regarding Course curriculum, TC's compliance with Program Guidelines, or other matters regarding its delivery of AHA ECC training shall be resolved according to the Dispute Resolution Policy set out in the Program Guidelines.
- 4.2. Notwithstanding the terms of paragraph 4.1, each party to this Agreement shall at all times be entirely free to exercise its rights of termination under Section 10 without regard to whether a dispute exists at the time of such termination which, in the absence of such termination, would be resolved pursuant to Section 4.1, and, if such a dispute should then exist, without any requirement that such dispute be resolved pursuant to Section 4.1.

5. **Costs and Fees:** All costs of providing Courses and fees charged to students shall be the responsibility of the TC. The AHA shall not have any responsibility for any costs incurred, or fees charged, by TC or Training Sites. The AHA is paid no fees by TC or any Training Sites or Instructors, and the AHA has no financial interest in the business of TC, Training Sites or Instructors.

6. **Relationship of the Parties:** The parties acknowledge and agree that the relationship created by this Agreement is that of independent contractors, each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any obligations on behalf of the other party; nor are the parties joint ventures or partners; nor does the relationship created under this agreement constitute a franchise. TC is solely responsible for carrying out its responsibilities under this agreement. TC is solely responsible for Training Sites' performance under this Agreement and for its contractual relationship with Training Sites. Employees of TC and/or Training Sites are not, and shall not be considered employees of the AHA. Without limiting the foregoing, TC acknowledges and agrees that the AHA shall have no responsibility for any activities of TC or Training Sites, including, but not limited to, their conduct of courses, their employment, supervision and training of Instructors and other employees or agents, their scheduling of Courses, their obligation to provide Courses to third parties, their obligations to pay for AHA Materials or other supplies or services provided by third parties or any other obligations incurred in the course of business.

7. **Conflict of Interest:** TC acknowledges that the AHA's conflict of interest policy prohibits AHA volunteers from acting and being involved in any decision-making process on behalf of the AHA when the volunteer has any interest (whether financial, personal, or professional) in the activity. This policy may result in the disqualification of TC employees from acting as AHA volunteers in the ECC program. TC will not knowingly permit its employees or agents to take any actions that violate the AHA's conflict of interest policy.

8. **Proprietary Rights:**

- 8.1. TC acknowledges and agrees that all Instructor information is proprietary to the AHA. Instructor information includes but is not limited to the date(s) on which Instructor took the Instructor Course(s) or Renewal Course(s), course

location, monitoring reports, teaching history, and contact information for Instructor, including address, phone and email address. Instructor information must be delivered to the AHA upon request.

- 8.2. TC acknowledges and agrees that copyright in AHA Materials is owned by the AHA. AHA Materials may not be copied, in whole or in part, whether in print, electronically, on the World Wide Web ("Web") or in any other format, and may not be adapted without the prior express written consent of the AHA.
- 8.3. The name "American Heart Association," the heart-and-torch logo, and the slogan "Learn and Live" (hereinafter collectively "AHA Servicemarks") are servicemarks of the American Heart Association, Inc. TC acknowledges and agrees that it may not use them or display them in any fashion whatsoever, except as may be expressly set out in the Program Guidelines, and subject to the AHA's prior review and written approval.
- 8.4. TC's use of the AHA Servicemarks, and AHA Materials shall accrue exclusively to the AHA's benefit, and all ownership, copyrights, servicemarks, trademarks, and other rights, titles, and interests in them shall be in the AHA's name and shall belong to the AHA. TC shall not contest the validity of the AHA's copyrights, servicemarks, or trademarks or other AHA proprietary right, title or interest, including, without limitation, after the expiration or termination of this Agreement.

**9. Indemnification:**

- 9.1. The TC represents that it is a governmental entity that, by law, is not permitted to indemnify the AHA. However, the TC agrees that it shall be responsible for any claims, damages, liabilities, suits and expenses it may incur which arise out of or in connection with (a) Courses offered or provided by the TC, Training Sites, Instructors, their employees or agents, (b) acts or omissions of the TC, Training Sites and/or Instructors, and (c) any breach by the TC and/or Training Sites of the terms of this Agreement.
- 9.2. In no event shall the AHA and/or its affiliates nor their officers, employees, volunteers or agents be liable to TC or Training Site for any direct, indirect, special, consequential, or incidental damages.

**10. Term and Termination**

- 10.1. The term of this Agreement shall be for a one (1) year period, beginning on May 16, 2007. It shall automatically renew for a **UP TO 24** month period at the end of the initial term and at the end of each term thereafter, so long as before the end of the term, the AHA provides the TC with written notice of renewal for the following period. Each party is free to decline to renew or extend the term of this Agreement.

- 10.2. Following expiration or termination of this agreement for any reason, TC may not issue any Course Cards.
- 10.3. All procedures listed in the Program Guidelines regarding the retention or handling of unused Course Cards, completed rosters, completed monitoring forms and other records must be followed upon termination or expiration, with or without cause. Notwithstanding, TC shall deliver all such records to the AHA upon request.
- 10.4. This agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to cure the breach within ten (10) business days after receipt of written notice describing the breach. TC acknowledges and agrees that breach includes, but is not limited to, failure by TC or Training Sites to comply with program and/or curriculum guidelines, and that neither the AHA nor its affiliates nor their officers, employees volunteers or agents shall have any liability for any resulting termination under this Agreement.
- 10.5. This Agreement may also be terminated by either party, without cause, upon sixty (60) days' prior written notice.

11. **General Terms:**

- 11.1. *Assignment:* This Agreement may not be assigned or transferred by TC without the prior written consent of the AHA.
- 11.2. *Entire Agreement:* This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties. In the event of any conflict between the terms of this Agreement and the terms of the Program Guidelines, the terms of this Agreement shall prevail.
- 11.3. TC warrants and represents that upon execution hereof, this Agreement shall be the legal, valid and binding obligation of TC, enforceable against TC in accordance with its terms. The individual signing this Agreement warrants and represents that he/she is duly authorized to sign this Agreement on behalf of TC.
- 11.4. *Waiver:* No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be, or shall constitute, a waiver of any other provision hereof; nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 11.5. *Modification:* No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.
- 11.6. *Parties Named:* Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein and the AHA (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies under, or by reason of, this Agreement.

Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any entity any right of subrogation against any party hereto.

- 11.7. *Notices:* All notices shall be sent postage prepaid to the intended party at the address set forth above (unless notification of a change of address is given in writing) and two (2) business days following the date of mailing shall be deemed the date notice is given.
- 11.8. *Severability:* Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
- 11.9. *Subject Headings:* The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
- 11.10. *Survival:* The following paragraphs, including their subparagraphs, shall survive termination of this agreement: 4.2, 8, 9, 10.3, 11.2, 11.6, 11.7, 11.8, 11.9 and 11.11.

AGREED:

**American Heart Association, Inc.**

**Riverside Community College  
District**

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

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

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

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

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

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

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

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

Last revised: 8/25/04

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

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-8-p

Date: May 15, 2007

Subject: Agreement with Advanced Electrical Contracting, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Advanced Electrical Contract, Inc. to provide services in connection with the Norco theater production of "Taming of the Shrew". This agreement includes set design and assembly, also lighting and sound design and operation, during the shows and striking of the set upon completion. The term of the agreement is for May 16, 2007 through May 30, 2007, for a fee of \$7,500.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for May 16, 2007 through May 30, 2007, for an amount not to exceed \$7,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Gaither Loewenstein  
Vice President of Educational Services

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
Advanced Electrical Contracting, Inc.

THIS AGREEMENT is made and entered into on this 16th day of May 2007 by and between ADVANCED ELECTRICAL CONTRACTING, INC, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Labor to perform the following for "Taming of the Shrew" theater production:
  - Perform simple set design
  - Lighting design with existing lighting
  - Sound design with existing equipment
  - Program design
  - Set assembly
  - Lighting programming and operation during show
  - Sound programming and operation
  - Lighting and sound rigging
  - Strike set and light/sound upon completion of show
  - a. The services will be provided at: Norco Campus – Outside Amphitheater
  - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The term of this agreement shall be from May 16, 2007 through May 30, 2007.
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$7,500.00, payable after receipt of invoice.
4. During the term of this Agreement, CONTRACTOR shall defend, indemnify and hold the RCCD and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of CONTRACTOR, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.

During the term of this Agreement, RCCD shall defend, indemnify and hold the CONTRACTOR and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of the RCCD, its trustees, agents, students and employees, arising out of the performance of this Agreement.

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

This Agreement has been read and agreed upon by the following representatives of both parties.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

CONTRACTOR

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

By: \_\_\_\_\_  
Tom Hora  
Advanced Electrical Contracting  
11750 Sterling, Ave., Suite E  
Riverside, CA 92503



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-8-t

Date: May 15, 2007

Subject: Nursing/Sciences Building Project - Agreement KCT Consultants, Inc., NEPA Study

Background: On April 18, 2006 the Board of Trustees approved an Agreement with KCT Consultants, Inc. to provide a National Environmental Policy Act (NEPA), "Impact Report" in order for earmarked funds for the Nursing/Sciences Project to be released by Housing and Urban Development (HUD). The scope of work in that Agreement has been completed. An additional technical study has been identified as a requirement for the completion and processing of the environmental documents.

Staff is now requesting the Board's approval for an agreement with KCT Consultants, Inc. to provide a Cultural and Paleontological Resources Study for the completion of the NEPA documents. The services are indicated in detail in the agreement (copy attached).

The fee for the Cultural and Paleontological Resources Study is \$5,500 including expenses.

Expenses for these services will be funded from the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the Agreement with KCT Consultants, Inc. to provide a Cultural and Paleontological Resources Study for the Nursing/Sciences Building Project in the amount of \$5,500, and authorize the Vice Chancellor, Administration and Finance to sign the agreement with the provision that the Vice Chancellor, Administration and Finance may extend the termination date of the Agreement without formal amendment to the Agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

AGREEMENT BETWEEN  
  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
And  
KCT CONSULTANTS, INC.  
Nursing/Sciences  
Cultural and Paleontological Resources Study

THIS AGREEMENT is made and entered into on the 16<sup>th</sup> day of May, 2007, by and between KCT CONSULTANTS, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at the Riverside City College campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 16, 2007, to the estimated completion date of December 31, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$5,500 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as

District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

KCT Consultants, Inc.

Riverside Community College District

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Don J. Edison  
President  
4344 Latham St. Suite 200  
Riverside, CA 92501

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James L. Buisse  
Vice Chancellor  
Administration and Finance

## Exhibit I

### CULTURAL AND PALEONTOLOGICAL RESOURCES –

The Scope of work and budget stipulates that no cultural or paleontological resources will be identified. Because the project has federal funding through Housing and Urban Development (HUD), the project is subject to federal funding regulations, Section 106 of National Historic Preservation Act (NHPA). Section 106 requires local Native Americans and the State Historic Preservation Officer (SHPO) to be consulted during the project planning process.

#### Scope of Work:

##### *Task 1 – Area of Potential Effects Map*

Consultant will coordinate the delineation of the project Area of Potential Effects (APE) with District and the project architect. However, the architect will be responsible for preparing the APE Map. This scope of work does not include the preparation of an APE map.

##### *Task 2 – Research*

An additional records search for cultural resources (archaeological and historical) will be conducted through the EIC located at the University of California, Riverside. This search will attempt to determine whether cultural resources are known to be present within ½ mile of the project boundaries. It will also provide information about the type of surface or buried cultural resources that might be encountered during future field assessments. The objective of this archival research will be (1) to establish the status and extent of previous surveys in the project area and (2) to note what types of resources might be expected to occur within the proposed project area. In addition, consultant will conduct limited research into the land use history of the project area. If there are historic buildings or archaeological resources identified on the project site, additional budget will be required to document and evaluate the buildings and/or resources for historical significance.

The paleontological resource literature review will be conducted with available maps and references to determine if significant nonrenewable fossil specimens are known from sediments on or around the project parcels.

##### *Task 3 – Field Visit*

Due to the fact that the project is developed and the ground is completely obscured, the field crew will conduct a walkover within the project boundaries and take photographs to document the current condition. The field visit will be conducted by field personnel trained to recognize cultural resources (archaeological and historical) and paleontological resources. The purpose of the field visit is to identify any previously unidentified resources. If resources are identified, additional budget will be required for their documentation. The State of California requires that any cultural resources that are identified during the survey be documented on California Department of Parks and Recreation forms (DPR 523 series). For the purpose of this proposal, consultant stipulates that no resources will be identified. If resources are identified, additional budget will be required for their documentation.

#### *Task 4 – Native American Consultation*

Per Section 106 of the NHPA, Consultant will contact the Native American Heritage Commission (NAHC) and request a review of its Sacred lands File for identification of any Native American cultural resources within the project and to identify any tribal representatives and/or individuals who may have knowledge of sacred sites or concerns about the projects. Consultant will contact up to 15 Native American groups and individuals. Consultant will contact each tribe via certified mail. After 21 days, Consultant will follow up via telephone or email with those groups or individuals that have not commented. Consultant will attempt to contact each group or individual up to 2 times. Consultant will prepare a matrix summarizing consultation activities that will be attached to the report. Additional budget may be required to address issues or concerns raised by any tribes or individuals.

#### *Task 5 – Reports*

Consultant will develop separate reports for cultural and paleontological resources. The cultural resources report will be consistent with the Archaeological Resources Management Report (ARMR) format recommended by the state Office of Historic Preservation. The report will include a project description and location maps as well as methods, results, and recommendations sections. If cultural resources are located on the project by the field survey or the records search, Consultant will include the appropriate DPR 523 site forms for documentation. Costs for DPR 523 site forms are not included in this proposal. A paleontological report will be prepared that includes a project description and location maps, as well as methods, results and recommendation sections. If paleontological resources or sediments that are conducive to the preservation of paleontological resources are located on the parcel the paleontological resources assessment report prepared by Consultant will include a Paleontological Resources Impact Mitigation Program (PRIMP).

#### Associated Tasks and Expenses:

In order to complete Tasks 1 through 5, the associated tasks of photography, graphics, and word processing will be required to develop the necessary reports. In addition, mileage, film, printing, and facsimiles will be included in the fee.

#### Cost:

Total cost for services is \$5,500 including expenses.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: May 15, 2007

Subject: Authorization to Encumber Funds – Resolution No. 48-06/07

Background: In order to issue purchases orders and encumber funds prior to July 1, for fiscal year 2007-2008, the Riverside County Office of Education annually requests that a resolution be adopted by the Board of Trustees. This will allow: 1) departments to submit FY 2007-2008 purchase requisitions now, 2) the Purchasing Manager to issue FY 2007-2008 purchase orders in mid-June, and 3) departments to receive goods and services as early as July 1, 2007.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 48-06/07, Authorization to Encumber Funds and authorize the Secretary of the Board of Trustees to sign the Resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 48-06/07

Authorization to Encumber Funds

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

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

Salvatore G. Rotella, Chancellor  
James L. Buysse, Vice Chancellor Administration & Finance  
Aaron S. Brown, Associate Vice Chancellor, Administration & Finance  
Ed Godwin, Director, Administrative Services  
Doretta Sowell, Purchasing Manager

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

PASSED AND ADOPTED this 15<sup>th</sup> day of May, 2007

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Janet Green  
Secretary, Board of Trustees  
Riverside Community College District



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-9-b

Date: May 15, 2007

Subject: Notice of Completion – Hazardous Materials Buildings,  
Moreno Valley and Norco Campuses

Background: On March 20, 2007, the Board of Trustees awarded a contract to ASR Constructors for the Hazardous Materials Buildings, Moreno Valley and Norco Campuses in the amount of \$78,000.

The Associate Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Hazardous Materials Buildings, Moreno Valley and Norco Campuses as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and 3) authorize the Board President to sign the notice.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

To be recorded with County Recorder  
within 10 days after completion.  
No recording fee.

Backup V-A-9-b  
May 15, 2007  
Page 1 of 1

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When recorded, return to:  
James L. Buysse, Vice Chancellor  
Administration and Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

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## NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

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Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Hazardous Materials Buildings, Moreno Valley & Norco Campuses

Date of completion: May 15, 2007

Nature of owner: Public School

Interest or estate of owner: Fee Simple

Address of owner: 4800 Magnolia Avenue, Riverside, CA 92506

Name of contractor: ASR Constructors

Street address or legal description of site: 16130 Lasselle St., Moreno Valley, CA 92551  
2001 Third St., Norco, CA 92860

Dated: May 15, 2007

Owner: Riverside Community College District  
(Name of public entity)

By: \_\_\_\_\_  
President, Board of Trustees

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF RIVERSIDE    )

I am the President of the governing board of the Riverside Community College District, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, CA on May 15, 2007.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-9-c

Date: May 15, 2007

Subject: Piggy-back Purchase Using Val Verde Unified School District Contract Award

Background: The Val Verde Unified School District had awarded a bid, Bid#04/05 00001 to LA GYM Equipment. Under Public Contract Code Section 20652, the District may use this competitively-bid, piggy-back public contract to purchase fitness equipment for the Norco Modular Building-Fitness Center, part of the District Modular Project. Funding will come from Fund 41, budgeted in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees approve using the Val Verde Unified School District Bid# 04/0500001 to LA GYM Equipment to purchase fitness equipment in the amount of \$144,300 for the Norco District Modular Building-Fitness Center, part of the District Modular Project.

Salvatore G. Rotella  
President

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 15, 2007

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2006 through April 30, 2007. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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Resource 1050 – Parking	2
Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
<u>Special Revenue Funds</u>	
Resource 3200 – Food Services	10
Resource 3300 – Child Care	11
<u>Capital Projects Funds</u>	
Resource 4100 – State Construction & Scheduled Maintenance	12
Resource 4110 – Child Development Center Capital	13
Resource 4120 – Non-State Funded Capital Outlay Projects	14
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<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	18
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RCCD Development Corporation	22

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 15, 2007

Subject: Monthly Financial Report (continued)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended April 30, 2007.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Fund 11, Resource 1000 is the primary operating fund of the District. It is used to account for those transactions that, in general, cover the full scope of operations of the entire District. All transactions, expenditures and revenue are accounted for in the general operating resource unless there is a compelling reason to report them elsewhere. Revenues received by the district from state apportionments, county or local taxes are deposited in this resource.

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals <u>7-1-05 to 6-30-06</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 116,767,770	\$ 132,273,411	\$ 132,293,411	\$ 107,536,323
Intrafund Transfer from				
District Bookstore (Resource 1110)	450,000	380,000	380,000	190,000
Interfund Transfer from				
Self-Funded Equipment and Facility Projects (Resource 4150)	<u>1,123,870</u>	<u>15,985</u>	<u>15,985</u>	<u>15,985</u>
Total Revenues	<u>\$ 118,341,640</u>	<u>\$ 132,669,396</u>	<u>\$ 132,689,396</u>	<u>\$ 107,742,308</u>
Expenditures				
Academic Salaries	\$ 55,368,699	\$ 62,143,916	\$ 61,848,423	\$ 49,668,536
Classified Salaries	22,386,027	28,371,516	27,947,083	21,199,864
Employee Benefits	20,015,422	22,682,549	22,693,375	16,783,279
Materials & Supplies	1,767,370	2,855,693	2,849,219	1,756,134
Services	10,615,968	13,781,025	14,238,681	9,566,201
Capital Outlay	5,728,668	1,992,172	2,270,090	1,109,464
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	612,109	665,157	665,157	498,867
Customized Solutions (Resource 1170)	173,470	173,470	173,470	0
Federal Work Study (Resource 1190)	135,760	140,155	140,155	130,075
Matriculation (Resource 1190)	272,645	0	0	0
Instr. Equipment Match (Resource 1190)	539,047	222,028	222,028	222,028
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,942
Interfund Transfer to:				
Resource 3300	220,000	220,000	220,000	165,000
Resource 6100	<u>500,000</u>	<u>250,000</u>	<u>250,000</u>	<u>187,500</u>
Total Expenditures	<u>\$ 118,528,442</u>	<u>\$ 133,690,938</u>	<u>\$ 133,710,938</u>	<u>\$ 101,431,890</u>
Revenues Over (Under) Expenditures	\$ (186,802)	\$ (1,021,542)	\$ (1,021,542)	\$ 6,310,418
Beginning Fund Balance	<u>13,022,273</u>	<u>12,835,471</u>	<u>12,835,471</u>	<u>12,835,471</u>
Ending Fund Balance	<u>\$ 12,835,471</u>	<u>\$ 11,813,929</u>	<u>\$ 11,813,929</u>	<u>\$ 19,145,889</u>
Ending Cash Balance				<u>\$ 21,618,551</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for 75% of the operational costs of College Safety and Police and 100% of capital outlay costs, such as parking lot lighting, that directly benefit parking operations.

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals <u>7-1-05 to 6-30-06</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,842,227	\$ 1,915,330	\$ 1,915,330	\$ 1,492,851
Expenditures				
Classified Salaries	\$ 1,151,221	\$ 1,379,010	\$ 1,330,837	\$ 1,095,402
Employee Benefits	340,352	418,476	405,987	290,506
Materials & Supplies	88,789	49,163	94,659	60,962
Services	282,884	266,199	278,965	217,071
Capital Outlay	326,947	197,385	199,785	174,736
Total Expenditures	\$ 2,190,193	\$ 2,310,233	\$ 2,310,233	\$ 1,838,677
Revenues Over (Under) Expenditures	\$ (347,966)	\$ (394,903)	\$ (394,903)	\$ (345,826)
Beginning Fund Balance	952,591	604,625	604,625	604,625
Ending Fund Balance	\$ 604,625	\$ 209,722	\$ 209,722	\$ 258,799
Ending Cash Balance				\$ 277,645

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three campuses.

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 898,884</u>	<u>\$ 954,806</u>	<u>\$ 954,806</u>	<u>\$ 858,711</u>
Expenditures				
Academic Salaries	\$ 109,693	\$ 140,413	\$ 140,413	\$ 102,133
Classified Salaries	243,834	427,458	418,197	262,213
Employee Benefits	59,155	104,149	104,149	66,657
Materials & Supplies	34,077	61,180	61,315	34,881
Services	163,685	191,991	183,335	106,943
Capital Outlay	<u>37,567</u>	<u>40,863</u>	<u>58,645</u>	<u>17,612</u>
Total Expenditures	<u>\$ 648,011</u>	<u>\$ 966,054</u>	<u>\$ 966,054</u>	<u>\$ 590,439</u>
Revenues Over (Under) Expenditures	\$ 250,873	\$ (11,248)	\$ (11,248)	\$ 268,272
Beginning Fund Balance	<u>417,843</u>	<u>668,716</u>	<u>668,716</u>	<u>668,716</u>
Ending Fund Balance	<u>\$ 668,716</u>	<u>\$ 657,468</u>	<u>\$ 657,468</u>	<u>\$ 936,988</u>
Ending Cash Balance				<u>\$ 938,659</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Community Education was established to account for the financial activities of the Community Education Program which serves the community at large by providing not-for-credit classes for personal growth and enrichment.

**Fund 11, Resource 1080 - Community Education**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 988,791	\$ 1,002,906	\$ 1,002,906	\$ 707,831
Expenditures				
Academic Salaries	\$ 15,865	\$ 3,842	\$ 3,842	\$ 3,240
Classified Salaries	348,233	373,957	355,957	266,027
Employee Benefits	70,343	69,157	69,157	51,034
Materials & Supplies	15,570	16,000	16,000	8,518
Services	524,165	544,955	562,955	404,657
Capital Outlay	10,105	5,000	5,000	2,171
Total Expenditures	\$ 984,281	\$ 1,012,911	\$ 1,012,911	\$ 735,647
Revenues Over (Under) Expenditures	\$ 4,510	\$ (10,005)	\$ (10,005)	\$ (27,816)
Beginning Fund Balance	81,877	86,387	86,387	86,387
Ending Fund Balance	\$ 86,387	\$ 76,382	\$ 76,382	\$ 58,571
Ending Cash Balance				\$ 60,025

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

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

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

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 673,954	\$ 710,675	\$ 710,675	\$ 555,596
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	144,942
Total Revenues	<u>\$ 867,211</u>	<u>\$ 903,932</u>	<u>\$ 903,932</u>	<u>\$ 700,538</u>
Expenditures				
Classified Salaries	\$ 250,120	\$ 290,481	\$ 290,367	\$ 232,619
Employee Benefits	77,549	87,718	95,032	73,187
Materials & Supplies	35,642	33,488	33,488	22,819
Services	629,517	487,829	480,629	388,937
Capital Outlay	1,408	3,000	3,000	0
Total Expenditures	<u>\$ 994,236</u>	<u>\$ 902,516</u>	<u>\$ 902,516</u>	<u>\$ 717,562</u>
Revenues Over (Under) Expenditures	\$ (127,025)	\$ 1,416	\$ 1,416	\$ (17,024)
Beginning Fund Balance	<u>(531,168)</u>	<u>(658,193)</u>	<u>(658,193)</u>	<u>(658,193)</u>
Ending Fund Balance	<u>\$ (658,193)</u>	<u>\$ (656,777)</u>	<u>\$ (656,777)</u>	<u>\$ (675,217)</u>
Ending Cash Balance				<u>\$ (672,277)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's bookstore operations.

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 863,446	\$ 863,441	\$ 863,441	\$ 587,075
Expenditures				
Services	\$ 35,685	\$ 36,150	\$ 36,150	\$ 28,064
Interfund Transfer to Food Services (Resource 3200)	356,930	506,930	506,930	380,197
Intrafund Transfer to General Operating (Resource 1000)	450,000	380,000	380,000	190,000
Total Expenditures	\$ 842,615	\$ 923,080	\$ 923,080	\$ 598,261
Revenues Over (Under) Expenditures	\$ 20,831	\$ (59,639)	\$ (59,639)	\$ (11,186)
Beginning Fund Balance	87,633	108,464	108,464	108,464
Ending Fund Balance	\$ 108,464	\$ 48,825	\$ 48,825	\$ 97,278
Ending Cash Balance				\$ 97,278

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Customized Solutions is used to record the revenues and expenditures associated with customized training programs offered to local businesses and their employees.

**Fund 11, Resource 1170 - Customized Solutions**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 273,316	\$ 452,513	\$ 452,513	\$ 113,623
Intrafund Transfer from General Operating (Resource 1000)	<u>173,470</u>	<u>173,470</u>	<u>173,470</u>	<u>0</u>
Total Revenue	<u>\$ 446,786</u>	<u>\$ 625,983</u>	<u>\$ 625,983</u>	<u>\$ 113,623</u>
Expenditures				
Academic Salaries	\$ 400	\$ 5,700	\$ 5,700	\$ 400
Classified Salaries	95,874	144,239	138,151	108,458
Employee Benefits	27,627	42,250	46,838	33,175
Materials & Supplies	9,270	31,000	31,000	10,736
Services	<u>133,601</u>	<u>254,923</u>	<u>256,423</u>	<u>105,467</u>
Total Expenditures	<u>\$ 266,772</u>	<u>\$ 478,112</u>	<u>\$ 478,112</u>	<u>\$ 258,236</u>
Revenues Over (Under) Expenditures	\$ 180,014	\$ 147,871	\$ 147,871	\$ (144,613)
Beginning Fund Balance	<u>86,701</u>	<u>266,715</u>	<u>266,715</u>	<u>266,715</u>
Ending Fund Balance	<u>\$ 266,715</u>	<u>\$ 414,586</u>	<u>\$ 414,586</u>	<u>\$ 122,102</u>
Ending Cash Balance				<u>\$ 105,407</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 972,143	\$ 1,000,989	\$ 1,000,989	\$ 182,863
Expenditures				
Services	\$ 142,829	\$ 156,100	\$ 156,100	\$ 128,387
Total Expenditures	\$ 142,829	\$ 156,100	\$ 156,100	\$ 128,387
Revenues Over (Under) Expenditures	\$ 829,314	\$ 844,889	\$ 844,889	\$ 54,476
Beginning Fund Balance	2,172,196	3,001,510	3,001,510	3,001,510
Ending Fund Balance	\$ 3,001,510	\$ 3,846,399	\$ 3,846,399	\$ 3,055,986
Ending Cash Balance				\$ 1,986,332

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 15,597,910	\$ 22,155,203	\$ 24,477,143	\$ 14,043,332
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	612,109	665,157	665,157	498,867
For Federal Work Study	135,760	140,155	140,155	130,075
For Matriculation	272,645	0	0	0
For Instructional Equipment	539,047	222,028	222,028	222,028
Total Revenues	<u>\$ 17,157,471</u>	<u>\$ 23,182,543</u>	<u>\$ 25,504,483</u>	<u>\$ 14,894,302</u>
Expenditures				
Academic Salaries	\$ 2,884,240	\$ 4,072,998	\$ 4,455,325	\$ 2,649,149
Classified Salaries	4,692,454	6,571,377	7,132,188	4,897,964
Employee Benefits	2,174,675	2,849,356	3,101,015	1,946,045
Materials & Supplies	1,439,600	2,128,838	2,252,666	527,782
Services	2,959,657	4,029,694	4,358,377	1,586,645
Capital Outlay	2,670,122	3,082,028	3,720,222	1,992,182
Scholarships	65,231	213,765	188,203	15,850
Student Grants (Financial, Book, Meal, Transportation)	271,492	234,487	296,487	268,462
Total Expenditures	<u>\$ 17,157,471</u>	<u>\$ 23,182,543</u>	<u>\$ 25,504,483</u>	<u>\$ 13,884,079</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,010,223
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,010,223</u>
Ending Cash Balance				<u>\$ 771,508</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,221,257	\$ 1,221,231	\$ 1,221,231	\$ 1,004,716
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	356,930	506,930	506,930	380,197
Total Revenues	<u>\$ 1,578,187</u>	<u>\$ 1,728,161</u>	<u>\$ 1,728,161</u>	<u>\$ 1,384,913</u>
Expenditures				
Classified Salaries	\$ 624,505	\$ 632,710	\$ 632,710	\$ 537,465
Employee Benefits	229,286	266,147	266,147	186,739
Materials & Supplies	689,248	689,993	698,493	541,946
Services	103,355	251,225	238,186	162,754
Capital Outlay	468	0	4,539	3,858
Total Expenditures	<u>\$ 1,646,862</u>	<u>\$ 1,840,075</u>	<u>\$ 1,840,075</u>	<u>\$ 1,432,762</u>
Revenues Over (Under) Expenditures	\$ (68,675)	\$ (111,914)	\$ (111,914)	\$ (47,849)
Beginning Fund Balance	295,949	227,274	227,274	227,274
Ending Fund Balance	<u>\$ 227,274</u>	<u>\$ 115,360</u>	<u>\$ 115,360</u>	<u>\$ 179,425</u>
Ending Cash Balance				<u>\$ 158,922</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

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

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,144,168	\$ 1,230,457	\$ 1,230,457	\$ 968,417
Interfund Transfer from General Operating (Resource 1000)	220,000	220,000	220,000	165,000
Total Revenues	<u>\$ 1,364,168</u>	<u>\$ 1,450,457</u>	<u>\$ 1,450,457</u>	<u>\$ 1,133,417</u>
Expenditures				
Academic Salaries	\$ 837,349	\$ 914,833	\$ 914,833	\$ 716,032
Classified Salaries	165,242	189,371	186,871	108,925
Employee Benefits	199,107	213,504	213,504	146,191
Materials & Supplies	41,684	65,340	63,440	36,722
Services	49,943	58,670	65,570	52,276
Capital Outlay	2,014	8,000	5,500	851
Total Expenditures	<u>\$ 1,295,339</u>	<u>\$ 1,449,718</u>	<u>\$ 1,449,718</u>	<u>\$ 1,060,997</u>
Revenues Over (Under) Expenditures	\$ 68,829	\$ 739	\$ 739	\$ 72,420
Beginning Fund Balance	<u>30,549</u>	<u>99,379</u>	<u>99,379</u>	<u>99,379</u>
Ending Fund Balance	<u>\$ 99,379</u>	<u>\$ 100,118</u>	<u>\$ 100,118</u>	<u>\$ 171,799</u>
Ending Cash Balance				<u>\$ 183,331</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160).

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,346,375	\$ 9,632,003	\$ 10,385,003	\$ 3,439,359
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	<u>0</u>	<u>293,742</u>	<u>293,742</u>	<u>293,742</u>
Total Revenues	<u>\$ 4,346,375</u>	<u>\$ 9,925,745</u>	<u>\$ 10,678,745</u>	<u>\$ 3,733,101</u>
Expenditures				
Materials & Supplies	\$ 11,654	\$ 5,209	\$ 16,909	\$ 11,148
Services	82	6,531	6,231	0
Capital Outlay	<u>4,435,325</u>	<u>10,556,791</u>	<u>11,298,391</u>	<u>4,641,160</u>
Total Expenditures	<u>\$ 4,447,061</u>	<u>\$ 10,568,531</u>	<u>\$ 11,321,531</u>	<u>\$ 4,652,308</u>
Revenues Over (Under) Expenditures	\$ (100,686)	\$ (642,786)	\$ (642,786)	\$ (919,207)
Beginning Fund Balance	<u>743,472</u>	<u>642,786</u>	<u>642,786</u>	<u>642,786</u>
Ending Fund Balance	<u>\$ 642,786</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (276,421)</u>
Ending Cash Balance				<u>\$ (302,421)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

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

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

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,226	\$ 500	\$ 500	\$ 1,344
Expenditures				
Materials & Supplies	\$ 522	\$ 0	\$ 0	\$ 0
Capital Outlay	860	49,055	49,055	0
Total Expenditures	\$ 1,382	\$ 49,055	\$ 49,055	\$ 0
Revenues Over (Under) Expenditures	\$ 1,844	\$ (48,555)	\$ (48,555)	\$ 1,344
Beginning Fund Balance	46,711	48,555	48,555	48,555
Ending Fund Balance	\$ 48,555	\$ 0	\$ 0	\$ 49,899
Ending Cash Balance				\$ 49,899

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Non-State Funded Capital Outlay Projects was established to account for financial activities related to the acquisition or construction of major capital projects that are funded from non-state revenue sources.

**Fund 41, Resource 4120 - Non-State Funded Capital Outlay Projects**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 20	\$ 20	\$ 20	\$ 14
Expenditures				
Capital Outlay	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 20	\$ 20	\$ 20	\$ 14
Beginning Fund Balance	485	505	505	505
Ending Fund Balance	<u>\$ 505</u>	<u>\$ 525</u>	<u>\$ 525</u>	<u>\$ 519</u>
Ending Cash Balance				<u>\$ 519</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 400,095	\$ 489,501	\$ 489,501	\$ 280,036
Proceeds from the sale of the La Sierra Property	<u>9,035,971</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 9,436,066</u>	<u>\$ 489,501</u>	<u>\$ 489,501</u>	<u>\$ 280,036</u>
Expenditures				
Services	\$ 19,445	\$ 18,893	\$ 18,893	\$ 94
Capital Outlay	<u>4,347,965</u>	<u>2,278,214</u>	<u>2,278,214</u>	<u>68,070</u>
Total Expenditures	<u>\$ 4,367,410</u>	<u>\$ 2,297,107</u>	<u>\$ 2,297,107</u>	<u>\$ 68,164</u>
Revenues Over (Under) Expenditures	\$ 5,068,656	\$ (1,807,606)	\$ (1,807,606)	\$ 211,872
Beginning Fund Balance	<u>6,113,030</u>	<u>11,181,686</u>	<u>11,181,686</u>	<u>11,181,686</u>
Ending Fund Balance	<u>\$ 11,181,686</u>	<u>\$ 9,374,080</u>	<u>\$ 9,374,080</u>	<u>\$ 11,393,558</u>
Ending Cash Balance				<u>\$ 10,323,904</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Self-Funded Equipment and Facility Projects was established to provide for Board approved capital projects. The funding source for this resource was one-time, overcap growth money.

**Fund 41, Resource 4150 - Self-Funded Equipment and Facility Projects**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 23,985	\$ 0	\$ 0	\$ 0
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 1,123,870	\$ 15,985	\$ 15,985	\$ 15,985
Total Expenditures	\$ 1,123,870	\$ 15,985	\$ 15,985	\$ 15,985
Revenues Over (Under) Expenditures	\$ (1,099,885)	\$ (15,985)	\$ (15,985)	\$ (15,985)
Beginning Fund Balance	1,115,870	15,985	15,985	15,985
Ending Fund Balance	\$ 15,985	\$ 0	\$ 0	\$ 0
Ending Cash Balance				\$ 0

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,726,681	\$ 1,500,000	\$ 1,878,000	\$ 955,154
Expenditures				
Classified Salaries	\$ 0	\$ 147,834	\$ 45,236	\$ 36,134
Employee Benefits	0	53,390	53,390	17,360
Materials & Supplies	13,131	21,869	21,869	0
Services	243,283	182,837	317,935	169,156
Capital Outlay	18,081,475	27,279,703	35,159,839	16,769,997
Intrafund Transfers to:				
State Construction (Resource 4100)	0	293,742	293,742	293,742
Total Expenditures	\$ 18,337,889	\$ 27,979,375	\$ 35,892,011	\$ 17,286,389
Revenues Over (Under) Expenditures	\$ (16,611,208)	\$ (26,479,375)	\$ (34,014,011)	\$ (16,331,235)
Beginning Fund Balance	50,782,712	34,171,504	34,171,504	34,171,504
Ending Fund Balance	\$ 34,171,504	\$ 7,692,129	\$ 157,493	\$ 17,840,269
Ending Cash Balance				\$ 17,840,269

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Health and Liability Self-Insurance is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

**Fund 61, Resource 6100 - Health and Liability Self-Insurance**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,423,670	\$ 4,431,168	\$ 4,446,644	\$ 4,295,804
Interfund transfer from General Operating (Resource 1000)	500,000	250,000	250,000	187,500
Total Revenue	<u>\$ 4,923,670</u>	<u>\$ 4,681,168</u>	<u>\$ 4,696,644</u>	<u>\$ 4,483,304</u>
Expenditures				
Classified Salaries	\$ 139,672	\$ 161,673	\$ 161,673	\$ 142,111
Employee Benefits	44,825	52,906	52,906	52,648
Materials & Supplies	3,307	3,900	7,400	3,630
Services	2,739,930	4,094,050	4,090,550	2,544,537
Capital Outlay	37,756	80,568	80,568	37,905
Total Expenditures	<u>\$ 2,965,490</u>	<u>\$ 4,393,097</u>	<u>\$ 4,393,097</u>	<u>\$ 2,780,831</u>
Revenues Over (Under) Expenditures	\$ 1,958,180	\$ 288,071	\$ 303,547	\$ 1,702,473
Beginning Fund Balance	110,881	2,069,061	2,053,585	2,053,585
Ending Fund Balance	<u>\$ 2,069,061</u>	<u>\$ 2,357,132</u>	<u>\$ 2,357,132</u>	<u>\$ 3,756,058</u>
Ending Cash Balance				<u>\$ 4,519,865</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers compensation self-insurance program.

**Fund 61, Resource 6110 - Workers' Compensation Self-Insurance**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,150,767	\$ 1,391,620	\$ 1,391,620	\$ 1,143,239
Expenditures				
Classified Salaries	\$ 42,340	\$ 58,508	\$ 58,508	\$ 45,731
Employee Benefits	13,915	21,828	21,828	17,049
Materials & Supplies	1,071	620	620	154
Services	1,553,161	1,174,880	998,538	740,643
Capital Outlay	0	0	7,700	0
Total Expenditures	\$ 1,610,487	\$ 1,255,836	\$ 1,087,194	\$ 803,577
Revenues Over (Under) Expenditures	\$ (459,720)	\$ 135,784	\$ 304,426	\$ 339,662
Beginning Fund Balance	806,383	346,663	178,021	178,021
Ending Fund Balance	\$ 346,663	\$ 482,447	\$ 482,447	\$ 517,683
Ending Cash Balance				\$ 2,055,062



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

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

**Associated Students of RCC**

	Prior Year Actuals <u>7-1-05 to 6-30-06</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 590,083	\$ 601,000	\$ 601,000	\$ 548,315
Expenditures				
Materials & Supplies	\$ 568,064	\$ 601,000	\$ 601,000	\$ 418,846
Total Expenditures	\$ 568,064	\$ 601,000	\$ 601,000	\$ 418,846
Revenues Over (Under) Expenditures	\$ 22,019	\$ 0	\$ 0	\$ 129,469
Beginning Fund Balance	<u>1,011,610</u>	<u>1,033,629</u>	<u>1,033,629</u>	<u>1,033,629</u>
Ending Fund Balance	<u>\$ 1,033,629</u>	<u>\$ 1,033,629</u>	<u>\$ 1,033,629</u>	<u>\$ 1,163,098</u>
Ending Cash Balance				<u>\$ 2,148,560</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 10,416,570</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 10,036,495</u>
Total Expenditures	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 10,036,495</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 380,075
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 380,075</u>
Ending Cash Balance				<u>\$ 370,307</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2007**

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

**RCCD Development Corporation**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 10
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 16	\$ 0	\$ 0	\$ (10)
Beginning Fund Balance	16,237	16,253	16,253	16,253
Ending Fund Balance	\$ 16,253	\$ 16,253	\$ 16,253	\$ 16,243
Ending Cash Balance				\$ 16,243

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-2

Date: May 15, 2007

Subject: Agreement with Loma Linda University Health Care

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Loma Linda University Health Care to provide physician services for students. Since February 1994, the District has had an agreement with Loma Linda University Health Care (LLUHC) whereby LLUHC provides resident physician services for twelve hours per school week to the District's Health Services Departments at the MorenoValley campus and Riverside City College. The term of the agreement is for the period of July 1, 2007 through June 30, 2009, for services by physicians for approximately six to twelve hours per week. The cost of these services based on a rate of \$110.00 per hour will total approximately \$43,560.00. Funding source: Health Services Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2007 through June 30, 2009, for \$43,560.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Renee Kimberling  
District Director, Health Services

AFFILIATION AGREEMENT  
BETWEEN  
LOMA LINDA UNIVERSITY HEALTHCARE  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into by and between Loma Linda University Health Care, hereinafter referred to as “LLUHC” and Riverside Community College District hereinafter designated as “DISTRICT (RCC)”, which is comprised of three campuses: Riverside, Moreno Valley, and Norco. LLUHC and DISTRICT (RCC) mutually agree as follow:

WHEREAS, pursuant to State Law and Education Code Section 76401, DISTRICT (RCC) is authorized to contract for special services with persons specially trained, experienced, expert, and competent to perform the special services; and

WHEREAS, LLUHC has the expertise, special skills, knowledge, and experience to perform those services required herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I

DESCRIPTION OF SERVICES: LLUHC shall provide all services as outlined and specified in Exhibit A consisting of one (1) page, attached hereto and by this reference incorporated herein.

II

PERIOD OF PERFORMANCE. It is mutually agreed and understood that the obligation of DISTRICT (RCC) is limited by and contingent upon the availability of DISTRICT (RCC) funds for the reimbursement of the LLUHC’S expenditures. In the event that such funds are not forthcoming for any reason, DISTRICT (RCC) shall immediately notify LLUHC in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of DISTRICT (RCC’s) notification by LLUHC. In the event of such termination, LLUHC shall be entitled to reimbursement of its costs in accordance with Paragraph III  
COMPENSATION.

This agreement shall be effective July 1, 2007, and continue in effect through June 30, 2009, unless terminated as above or as specified in Paragraph VIII, TERMINATION

### III

COMPENSATION. In consideration of services provided by LLUHC pursuant to this Agreement, LLUHC shall be entitled to receive payment as specified in Exhibit A. Payment Provision, attached hereto and incorporated herein.

### IV

EQUIPMENT AND SUPPLIES: DISTRICT (RCC) shall furnish and maintain, at its expense and for the use of LLUHC staff, such limited clinical equipment as an otoscope, ophthalmoscope, sphygmomanometer, and the like. DISTRICT (RCC) shall provide at its expense, for the use of LLUHC staff in the discharge of their contractual duties, such expendable supplies as dressing materials and tongue depressors that are reasonably necessary under the terms of the Agreement. LLUHC agrees that its staff shall safeguard the equipment and supplies provided by DISTRICT (RCC) and in no event shall LLUHC staff loan such equipment or supplies.

### V

INDEPENDENT LLUHC It is understood and agreed that LLUHC is an independent contractor and that no relationship of employer-employee exists between the parties hereto. LLUHC shall not be entitled to any benefits payable to employees of DISTRICT (RCC) including DISTRICT (RCC) Workers Compensation Benefits, and hereby hold DISTRICT (RCC) harmless from any and all claims that may be made against DISTRICT (RCC) based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

It is further understood and agreed by the parties hereto that LLUHC in the performance of its obligation hereunder is subject to the control or direction of DISTRICT (RCC) merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

LLUHC agrees to indemnify DISTRICT (RCC) for any and all Federal/State withholding or State retirement payments which DISTRICT (RCC) may be required to make by the Federal or State government. If for any reason LLUHC is determined not to be an independent LLUHC to DISTRICT (RCC) carrying out the terms of this Agreement, such indemnification shall be paid in full to DISTRICT (RCC) upon sixty (60) days written notice to LLUHC of a Federal and/or State determination that such payment is required.

## VI

HOLD HARMLESS. LLUHC hereby agrees to defend, indemnify, and hold harmless DISTRICT (RCC) from any liability to damages DISTRICT (RCC) may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the programs covered by this Agreement resulting from the negligence of LLUHC, its employees or authorized agents. DISTRICT (RCC) agrees to give LLUHC notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

DISTRICT (RCC) agrees to defend, indemnify, and hold harmless the LLUHC from any liability or damages LLUHC may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the programs covered by this Agreement resulting from the negligence of DISTRICT (RCC), its employees or authorized agents. The LLUHC agrees to give DISTRICT (RCC) notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## VII

INSURANCE: Without limiting LLUHC'S indemnification it is agreed that the LLUHC shall maintain in force at all times during the performance of this Agreement Worker's Compensation insurance and a policy or policies of insurance covering all of its operations including but not limited to medical malpractice, and any liability incurred under this Agreement, with no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. A certificate satisfactory to DISTRICT (RCC) Risk Manager evidencing the maintenance of such insurance and/or self-insurance coverage shall be filed with DISTRICT (RCC) prior to providing any services pursuant to this Agreement. DISTRICT (RCC) shall be given notice in writing at least thirty (30) days in advance of cancellation, modification or reduction in coverage.

Without limiting DISTRICT (RCC's) indemnification, it is agreed that the DISTRICT (RCC) shall maintain in force at all times during the performance of this Agreement Workers' Compensation insurance and a policy or policies of insurance covering all of its operations and any liability incurred under this Agreement, with no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. A certificate satisfactory to LLUHC'S Risk Manager evidencing the maintenance of such insurance and/or self-insurance coverage shall be filed with LLUHC.

#### VIII

TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate.

#### IX

ASSIGNMENT. This Agreement shall not be assigned by LLUHC, either in whole or in part, without prior written consent of DISTRICT (RCC).

#### X

ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only DISTRICT (RCC) may authorize any alteration or revision of this Agreement. The parties expressly recognize that DISTRICT (RCC) personnel are without authorization to either change or waive any requirements of this Agreement.

#### XI

ELIGIBILITY. Services and benefits shall be provided by LLUHC to individuals without reference to their religion, color, sex, national origin, age, physical, or mental handicaps or condition.

#### XII

CONFIDENTIALITY. LLUHC agrees to maintain confidentiality of patient records and information in accordance with all State and Federal laws, regulations, guidelines, and directives relating to confidentiality of patient records.

#### XIII



LICENSES. LLUHC shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. LLUHC shall notify DISTRICT (RCC) immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

XIV

NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

DISTRICT (RCC)

Dr. James Buysse  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, California 92506-1299

LLUHC

David G. Wren  
Loma Linda University Health Care  
11231 Anderson  
Loma Linda, California 92354

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT (RCC)

Riverside Community College District

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

James L. Buysse  
Type or Print Name

Vice Chancellor, Administration and Finance  
Title

LLUMC

Loma Linda University Health Care

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

David Wren  
Type or Print Name

CEO  
Title

ATTEST:

\_\_\_\_\_

EXHIBIT A  
RIVERSIDE COMMUNITY COLLEGE DISTRICT AND  
LOMA LINDA UNIVERSITY HEALTHCARE  
July 1, 2007 through June 30, 2009

1. Loma Linda University Health Care shall provide Riverside Community College District with resident physician coverage for twelve (12) hours per school week during the period July 1, 2007, to June 30, 2009. Their responsibilities and duties will be mutually determined by LLUHC and the DISTRICT (RCC).
2. Reimbursement to LLUHC for services rendered between July 1, 2007, and June 30, 2009, shall be calculated on the basis of \$110.00 per hour for the physician's time. This will usually average 12 hours or \$1,320 per week, or approximately \$43,560.00 for the time period when vacation periods and absences are excluded.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-3

Date: May 15, 2007

Subject: Agreement with Inland Empire Economic Partnership

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Inland Empire Economic Partnership to present their workshops on "Career Pathways to Production" with film industry professionals to at-risk high school and basic skills college students to discuss the skills needed in the film and television industries as part of the ongoing activities in curriculum development for the Riverside School for the Arts. The workshops will be held at area high schools and at Riverside City College. The term of this agreement is from \*May 16, 2007 through June 30, 2007. The total fee for this agreement is \$20,000.00. Funding source: RSA Grant 223 FIE #2.

Recommended Action: It is recommended that the Board of Trustees \*approve the agreement, from \*May 16, 2007 through June 30, 2007, for \$20,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND THE  
INLAND EMPIRE ECONOMIC PARTNERSHIP

THIS AGREEMENT is made and entered into on this \*May 16, 2007, by and between the Inland Empire Economic Partnership, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to present their Career Pathways to Production workshops with film industry professionals to at-risk high school and basic skills college students to talk with them about the skills needed in the film and television industries as part of the ongoing activities in curriculum development for the Riverside School for the Arts.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from \*May 16, 2007 through June 30, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$20,000.00 payable after receipt of invoices on the following dates:

Career Pathways to Productions	\$10,000.00	payable on May 16, 2007
Workshops	\$10,000.00	payable on June 15, 2007

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

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

omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.
10. In the event of cancellation, both parties agree to negotiate in good faith in order to settle reimbursement of all services rendered prior to cancellation and or to refund advance payments for services not rendered.
11. Both parties agree to explore and exhaust all practical avenues to mutually settle any disputes arising from any issues with contract deliverables up to and including third party mediation, prior to resorting to litigation. If no agreement is reached and litigation ensues, the prevailing party will be paid for all costs related to litigation including attorney fees etc etc.

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

Riverside Community College District

Bill Carney, President/CEO  
Inland Empire Economic Partnership  
1201 Research Park Drive, Suite 100  
Riverside, CA 92507

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Contractor

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Date

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Date

**DRAFT**

PATHWAYS TO PRODUCTION  
Riverside Community College  
Dr. Carolyn Quin  
Coordinators – Sheri Davis; Penny Styles McLean

Exhibit

Time Frame: May and June, 2007      Friday - 2 schools per day – Each program approx. 2 ½ hours long

May 18	June 15
May 25	June 22
June 1	June 8
June 29	

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HIGH SCHOOLS:

Corona/Norco	Riverside/Mira Loma
Grand Terrace/Colton/Bloomington	RCC Norco Campus
Moreno Valley	

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CIRCULUM

- Types of production
- The practical principles of filmmaking
- Production support
- Acting/extras (can be included)
- Technology & the industry
- Writing a script
- Special effects make-up/hair & make-up
- Props & model building
- Set design

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INSTRUCTORS

PRODUCER – Alex Hamilton – 818-321-0091  
DIRECTOR – Penny Styles McLean – 951-236-5589  
PRODUCTION COORDINATOR – Catherine Wright – 323-356-9365  
LIGHTING – Jack McLean – 951-236-5589  
SPECIAL EFFECTS MAKE-UP/Makeup & Hair – Linda Shaeps – 760-578-6135  
PROPS – Diamond Braverman – 760-228-0494  
ANIMATION/CG – TBD  
NEW TECHNOLOGY – Rajan Shandil – 858-829-3992

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BREAKOUT SESSIONS

Session I	Producer/Production Coordinator
Session II	Director/Lighting/Set Design
Session III	New Technology/Animation/CG
Session IV	Special Effects Makeup/Hair & Makeup

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-4

Date: May 15, 2007

Subject: Agreement with Network International Exports, Inc.

Background: Attached for the Board's approval is an agreement between Riverside Community College District and Network International Exports, Inc. to provide management assistance and export assistance services as outlined in the Statewide Strategic HUB application, Centers for International Trade Development, to promote the export of education services. The California Community Colleges, Chancellor's Office is providing funding to sustain a successful model launched in 2003 to attract international students and executives to California under a three year U.S. Department of Commerce, Market Development Cooperator Program grant. This assistance will be provided for a fee of \$45.00 per hour, not to exceed \$33,750.00. Additionally, international/domestic travel expenses incurred by Network International Exports, Inc. will be reimbursed up to a maximum of \$5,500.00. The term of the agreement is from May 16, 2007 through December 31, 2007. Funding source: California Community Colleges, Chancellor's Office, Economic and Workforce Development Program.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of May 16, 2007 through December 31, 2007, for up to \$39,250.00 (\$33,750.00 for services, and \$5,500.00 for travel), and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jeff Williamson  
Statewide Director, Centers for International Trade Development

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND NETWORK INTERNATIONAL EXPORTS INC.

1. PARTIES AND DATE

This Agreement is made and entered into this 16<sup>th</sup> day of May 2007, by and between the Riverside Community College District, hereinafter referred to as "RCCD," and Network International Exports, Inc., hereinafter referred to as "CONSULTANT".

2. RECITALS

2.1 CONSULTANT is a professional consultant, experienced in providing International Trade Counseling and Business Assistance services to public agencies and familiar with the purposes and powers of RCCD; and

2.2 Because of CONSULTANT's expertise, RCCD desires to retain CONSULTANT to render certain International Trade Counseling and Business Assistance services in connection with "The Centers for International Trade Development" as set forth herein.

3. SERVICES OF CONSULTANT; TERM

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference ("Services") so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from May 16, 2007 to December 31, 2007, unless earlier terminated as provided herein.

4. RESPONSIBILITIES OF CONSULTANT

4.1 Schedule of Services. CONSULTANT shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "A", attached hereto and herein incorporated by reference ("Schedule"). Upon request of RCCD, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.



- 4.2 Coordination of Services. CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD's staff and consultants at all reasonable times.
- 4.3 Approval and Inspection. All work performed by CONSULTANT under this contract shall be subject to the approval of RCCD. CONSULTANT shall allow representative of RCCD ("Representative") to inspect or review CONSULTANT's work in progress at any reasonable time.
- 4.4 Standard of Care; Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner and shall secure and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the Services. CONSULTANT shall comply with all requirements of law in carrying out the Services.
- 4.5 Control and Payment of Subordinates. RCCD retains CONSULTANT on an independent contractor basis and CONSULTANT shall not be considered an employee of RCCD. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
5. COMPENSATION AND PAYMENT
- 5.1 Compensation. Except as otherwise provided in this section, CONSULTANT shall receive compensation for all services rendered under this Agreement according to the rates and payment schedule set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$39,250.00 without written approval of RCCD's representative, as designated herein. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Extra Work order.
- 5.2 Payment of Compensation. CONSULTANT shall submit to RCCD a monthly statement indicating work completed and hours of services rendered by CONSULTANT. The statement shall describe the amount of services and supplies provided for that statement period. RCCD shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Each

statement shall include a certification signed by CONSULTANT's representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this statement are the actual hours and rates worked and paid to the employees listed.

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Statement No. \_\_\_\_\_

5.3 Reimbursement for expenses. CONSULTANT shall not be reimbursed any expenses unless authorized in writing by RCCD's representative.

5.4 Extra Work. At any time during the term of this Agreement, RCCD may request that CONSULTANT perform extra work. As used herein, "Extra Work" means any work which is determined by RCCD to be necessary for the proper completion of the project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, extra work without written authorization from RCCD's Representative.

## 6. RECORDS

6.1 Records. CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of RCCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## 7. GENERAL PROVISIONS

7.1 Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice. In the event of termination, CONSULTANT shall be paid for approved expenses and adequately rendered services performed prior to the termination date. CONSULTANT shall deliver to RCCD all finished or unfinished documents, data, graphs, summaries, and other related materials as may have been prepared or accumulated by CONSULTANT prior to the date of termination.

7.2 Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.3 Contract Amendment. In the event that the parties determine that the Scope of Work or other provisions of this Agreement must be altered; the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

7.4 RCCD's Right to Employ Other Consultants. RCCD reserves the right to employ other consultants in connection with this Project.

7.5 RCCD's Representative. RCCD's Statewide Director, Center for International Trade Development, Jeffrey Williamson, or his designee, shall serve as RCCD's Representative and shall have the authority to act on behalf of RCCD for all purposes under this Agreement. RCCD's Representative shall also review and give approval, as needed, to the details of CONSULTANT's work as it progresses. RCCD's Representative shall be available to the CONSULTANT staff at all reasonable times. RCCD's Vice Chancellor, Administration and Finance acts as the signing authority for this contract.

7.5 CONSULTANT's Representative. CONSULTANT hereby designates Mark Matsumoto as CONSULTANT's Representative to RCCD. CONSULTANT's Representative shall have the authority to act on behalf of CONSULTANT for all purposes under this Agreement and shall coordinate all phases of the Services. CONSULTANT shall work closely and cooperate fully with RCCD's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONSULTANT's Representative shall be available to the RCCD staff at all reasonable times. Any substitution in CONSULTANT's Representative shall be approved in writing by RCCD's Representative.

7.6 Property of RCCD. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this Agreement shall become the property of RCCD upon the completion of the term of this Agreement, except that CONSULTANT shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCCD's sole risk and provided further that CONSULTANT shall be indemnified against any damages resulting from

such use. Should CONSULTANT, following termination of this Agreement, desire to use any materials prepared in connection with this Project, it shall first obtain the written approval of RCCD's Representative.

7.7 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information and other materials submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of RCCD, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or it generally know, or becomes known, to the related industry shall be deemed confidential. CONSULTANT shall not use RCCD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCCD.

7.8 Publication. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic art work, which are prepared pursuant to this Agreement, shall be released by CONSULTANT to any other person or agency without prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by RCCD, unless otherwise provided by written Agreement between the Parties.

7.9 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by RCCD) and hold harmless RCCD, its Trustees, officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the Services provided hereunder due to acts, errors or omissions or willful misconduct of CONSULTANT. CONSULTANT will reimburse RCCD for any expenditures, including reasonable attorneys' fees, incurred by RCCD in defending against claims arising from the acts, errors or omissions or willful misconduct of CONSULTANT. The indemnification obligation shall survive the expiration or termination of this Agreement.

7.10 Effect of Acceptance. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the Services. RCCD's review or acceptance of, or payment for any work product prepared by CONSULTANT under this Agreement shall not be construed to operate as a waiver of any rights RCCD may hold under this Agreement or of any cause of action arising out of CONSULTANT's performance of this Agreement. Further, CONSULTANT shall be and shall remain liable to RCCD, in accordance with applicable law, for all

damages to RCCD caused by CONSULTANT's negligent performance of any of the Services.

7.11 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, disability, medical condition, marital status or sexual orientation. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT understands that harassment of any employee/student with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

7.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by CONSULTANT without the prior written consent of RCCD. Any subcontract shall include a provision obligating subcontractor to comply with each and every provision of this Agreement including without limitation the insurance and indemnification obligations herein.

7.13 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

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

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

7.16 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

7.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Mark Matsumoto  
Network International Exports, Inc.  
3972 Barranca Parkway, Suite 296-J  
Irvine, CA 92606  
Tel: (949) 752-7696  
EIN #: 33-0967777

Jeffrey Williamson  
Statewide Director  
Center for International Trade Development  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299  
Tel: (951) 571-6458

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

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

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

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

CONSULTANT

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

By: \_\_\_\_\_  
Mark Matsumoto  
President

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

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

## EXHIBIT "A" TO RCCD CONSULTANT AGREEMENT

### SCOPE OF WORK

- 1) Project management assistance services and provision of export assistance services as outlined in the Statewide Strategic HUB application, Centers for International Trade Development, to promote the export of education services in coordination with the Statewide Director, Centers for International Trade Development, in Agreement with the intent and allowable activities established by the funding source (California Community Colleges, Economic and Workforce Development Program).
  - a. Execution of project plan and activities
  - b. Market development activities and marketing communications
    - i. Development of foreign markets for the U.S. export of education services through communications with potential cooperators and end-users in targeted foreign markets
    - ii. Communication and facilitation of export opportunities to education service providers (private firms, education institutions, and other as outlined in the Statewide Strategic HUB work plan)
    - iii. Web portal content development
  - c. Development of partners and cooperators
    - i. Planning and coordination with U.S. Embassies (Commercial and Educational interests sections), associations (both domestic and foreign); and other parties to facilitate achieving the objectives of the program
  - d. Outbound and Inbound trade mission organization
    - i. organization and promotion of activities to targeted clients, through various marketing communications, and event management activities
  - e. Reporting & Recordkeeping
    - i. collection of data and information as it relates to the program objectives

EXHIBIT "B" TO RCCD CONSULTANT AGREEMENT

COMPENSATION SCHEDULE

- A maximum of 750 hours of service @ \$45.00 per hour for a maximum of \$33,750.00 this amount includes all costs incurred by the Service Provider in the provision of contract services with the exception of travel noted below.
- Actual expenses up to a maximum of \$5,500.00 for international/domestic travel reimbursements related to achievement of objectives in the Outbound Trade Promotion and Inbound Trade Promotion sections of the Statewide Strategic HUB work plan.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: May 15, 2007

Subject: District Modular Projects - Labor Compliance Service Agreements

Background: On March 20, 2007, the Board of Trustees approved the District Modular Projects, which would distribute modular units from the Riverside City Campus Lovekin Complex within the District's three campuses.

Staff is requesting approval to hire WCS/Ca, Inc. to provide oversight and conduct Labor Compliance Program Services and to hire Patricia A. Guerra to provide on site support for labor compliance monitoring including record keeping activities, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the District Modular Projects (Agreements attached).

- WCS/Ca, Inc. fee is \$17,480
- Patricia A. Guerra fee is \$2,185

Expenses for these services are included in the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the agreements with WCS/Ca, Inc. in the amount of \$17,480 and Patricia A. Guerra in the amount of \$2,185, for the District Modular Projects using the approved project budget and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**WCS/CA, INC.**

THIS AGREEMENT is made and entered into on the 16<sup>th</sup> day of May, 2007, by and between WCS/CA, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College Districts three campus; Riverside, Norco and Moreno Valley.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 16, 2007, to the estimated completion date of January 1, 2008, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$17,480 including expenses. Invoices for services will be submitted monthly and shall be based on an average of the overall lump sum fee divided by the construction duration in months. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims

for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

WCS/Ca, Inc.

Riverside Community College District

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Dane Ruddell  
President  
10670 White Rock Rd.  
Suite 300  
Rancho Cordova, Ca 95670

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## **Exhibit I**

### **Scope of Services**

#### **Scope of Project**

Consultant is to provide oversight and conduct the Labor Compliance Program Services for the District Modular Projects.

#### **Scope of Services**

Consultant shall provide Labor Compliance Program (LCP) Services to the district to include:

Implementation of the LCP:

- 1.1 Implement the approved LCP.
- 1.2 Conducting pre-job conferences with contractors/subcontractors (Tele-conference).
- 1.3 Review of contractors' payment of applicable general prevailing wage rates.
- 1.4 Review & Monitoring of contractors' employment of properly registered apprentices.
- 1.5 Review & Monitoring of contractors' providing certified payroll records.
- 1.6 Periodic monitoring of construction sites for the verification of proper payments of prevailing wage rates and worker classifications.
- 1.7 Preparation and submittal of annual reports.

Enforcement of the LCP to include:

- 1.1 Notification to contractors/subcontractors of missing or deficient documentation.
- 1.2 Notification to contractors/subcontractors of violations.
- 1.3 Investigating missing, deficient documentation or violations.
- 1.4 Withholding contract payments and imposing penalties for noncompliance.

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**PATRICIA A. GUERRA**

THIS AGREEMENT is made and entered into on the 16<sup>th</sup> day of May, 2007, by and between PATRICIA A. GUERRA hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services include on site labor compliance monitoring support, record keeping activities, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the District Modular Projects.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 16, 2007, to the estimated completion date of January 1, 2008, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$2,185 including expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and

including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

11. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Consultant

Riverside Community College District

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Patricia A. Guerra  
Consultant  
P.O. Box 105  
Rialto, CA 92377

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James L. Buisse  
Vice Chancellor  
Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: May 15, 2007

Subject: District Modular Projects & Norco Phase III/Industrial Technology Project –  
DSA Inspector of Records Agreement

Background: On March 20, 2007, the Board of Trustees approved the District Modular Projects and budget, which consists of distributing modular units in the Riverside City Campus Lovekin Complex within the District's three campuses and the Ben Clark Training Center. On January 16, 2001, the Board of Trustees approved the final project proposal for Norco Phase III/Industrial Technology Project. The project is an integral part of the overall District Educational and Facilities Master Plan for the completion of the Norco Campus with primary emphasis in the fields of Engineering and Industrial Technology.

Staff is requesting the Board of Trustees' approval to hire Borg Pacific, Inc. as the Division of State Architect (DSA) inspector of records for the District Modular Projects and the Norco Phase III/Industrial Technology Project. Borg Pacific, Inc. would ensure that the projects are constructed according to DSA rules and regulations and to certify DSA inspections. Services would include the "Duties of the Inspector" as defined in Title 24 of the California Administrative Code.

- District Modular Projects fee is not to exceed \$90,000, during the project schedule of May 16, 2007 thru December 31, 2007.
- Norco Phase III/Industrial Technology Project fee is not to exceed \$345,000, during the project schedule of September 1, 2007 thru March 31, 2010.

Expenses for these services are included in the approved project budgets.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Borg Pacific, Inc., to provide DSA inspection services for the District Modular Projects in the amount of \$90,000 and the Norco Phase III/Industrial Technology Project in the amount of \$345,000, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**BORG PACIFIC, INC.**

THIS AGREEMENT is made and entered into on the 16<sup>th</sup> day of May, 2007, by and between BORG PACIFIC, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College Districts three campuses; Riverside, Norco and Moreno Valley.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 16, 2007, to the estimated completion date of December 31, 2007 (District Modular Projects) and March 31, 2010 (Phase III-Norco/Industrial Technology Project), with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$435,000 (not to exceed \$90,000 for District Modular Projects and not to exceed \$345,000 for the Phase III-Norco/Industrial Technology Project) including expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its

use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Borg Pacific, Inc.

Riverside Community College District

---

Bruce Borg  
President  
29023 Rosewood Lane  
Highland, CA 92346

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## Exhibit I

# Borg Pacific Inc

As president of Borg Pacific Inc, I would like to offer this proposal for Project Inspector services on the District Modular Project and the Phase III – Norco/Industrial Technology Project.

Services would include the “Duties of the Inspector” as defined in Title 24 of the California Administrative Code. Borg Pacific Inc will provide the District with daily reports, semi-monthly reports, form SSS-6, and other applicable inspection forms.

*District Modular Projects time frame is from May 16, 2007 to December 31, 2007, not to exceed \$90,000.*

*Phase III – Norco/Industrial Technology Project is from September 1, 2007 to March 31, 2010, not to exceed \$345,000.*

Borg Pacific Inc will provide these inspection services for \$63.95 per hour, with the standard billing of four hours automatic show-up, over four hours charged as eight. The sum of \$11,000 per month is not to be exceeded without prior approval by the District’s designated representative. Over eight hours of time in a day is to be considered overtime. Overtime would require prior written approval obtained from the district’s designated representative. Approved overtime would be billed as follows: 8+ hours and Saturdays @ 1.5x; 12+ hours and Sundays @ 2.0x; Major holidays as recognized by the district would be charged at 3.0x hours.

As previously discussed, billing on the District Modular Projects, would be discounted to 1.5 hours of overtime rate during the time period where the Quad Reconstruction is being inspected simultaneously.

These inspection services would be billable monthly, or on the first and fifteenth day of each month as required by the district.

There will be no other reimbursable expenses for standard IOR services.

Bruce Borg

President, Borg Pacific Inc.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: May 15, 2007

Subject: Moreno Valley Hot Water Loop System, Phase II – Amendment to Agreement, M-E Engineers, Inc.

Background: On June 20, 2006 the Board of Trustees approved an agreement with M-E Engineers, Inc. to prepare design and bid specifications for the replacement of the Moreno Valley Hot Water Loop System, Phase II. The project is due to begin construction in the next several weeks.

Staff is now requesting the Board's approval to amend the agreement with M-E Engineers, Inc. to provide project management support services during the construction phase of the Moreno Valley Hot Water Loop System Phase II Project. The total fee for these services would not exceed \$31,200. Project management support services would include the following:

- Review contractor's submittals.
- Respond to contractor request for information.
- Final inspection and punch list.
- Compile Record Drawings from "As Built Drawings" compiled by the contractor.
- Attend weekly Construction Meetings for a duration of ten weeks. Compile summary notes of each meeting and issue to the Owner and construction team.
- Review the Contractor's Application for Payment and provide input to owner for closure.
- Provide weekly Site Review and Field Observation Reports which document the progress of the construction and list deficiencies that are observed.

Expenses for these services will be funded via the approved project contingency.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the Agreement with M-E Engineers, Inc. to provide project management support services for the Moreno Valley Hot Water Loop System Phase II Project in the amount of \$31,200 and authorize the Vice Chancellor, Administration and Finance to sign the amendment with the provision that the Vice Chancellor, Administration and Finance may extend the termination date of the agreement without a formal amendment to the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

AMENDMENT TO THE AGREEMENT  
DATED JULY 17, 2006  
BETWEEN  
M-E ENGINEERS, INC.  
(Formerly M-E / Bechard & Associates, Inc.)  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
(Moreno Valley Hot Water Loop System)

This Agreement shall be amended this date, May 16, 2007, as follows:

The term of this agreement shall be from July 17, 2006, to November 1, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of M-E Engineers, Inc.

The project management support services would include the following:

- Review contractor's submittals.
- Respond to contractor request for information.
- Final inspection and punch list.
- Compile Record Drawings from "As Built Drawings" compiled by the contractor.
- Attend weekly Construction Meetings for a duration of ten weeks. Compile summary notes of each meeting and issue to the Owner and construction team.
- Review the Contractor's Application for Payment and provide input to owner for closure.
- Provide weekly Site Review and Field Observation Reports which document the progress of the construction and list deficiencies that are observed.

Additional compensation of this amended agreement shall not exceed \$31,200, including expenses. Payments and final payment shall coincide with original agreement dated July 17, 2007. Consultant shall procure and maintain design professional errors and omission liability insurance coverage instead of comprehensive general liability insurance coverage as stated in original agreement (Paragraph 9).

M-E Engineers, Inc.

Riverside Community College District

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Alan J. Wilson  
Principal  
12127 Kirkam Road  
Poway, CA 92064

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James L. Buysse  
Vice Chancellor  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: May 15, 2007

Subject: Quadrangle Modernization Project - Change Order No. 4

Background: On November 15, 2005, the Board of Trustees awarded a contract to ASR Constructors, Inc. for the modernization and construction of the Quadrangle building located at the Riverside City College campus in the amount of \$13,020,000. Additionally, the Board has approved Change Orders (Nos. 1, 2 & 3) bringing the total project award to \$14,176,689.

Staff is now requesting the Board's approval of Change Order No. 4 for miscellaneous changes throughout the Quadrangle Modernization Project (description of changes are noted in the attached change order). The total amount for Change Order No. 4 is \$1,030,080, increasing the total project award to \$15,206,769.

Funding for this change order will come from the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 4 for the Quadrangle Modernization Project in the amount of \$1,030,080 and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction



# CHANGE ORDER

## Steinberg Architects

523 West 6<sup>th</sup> Street, Suite 245  
Los Angeles, CA 90014

PROJECT:           Quadrangle Modernization           CHANGE ORDER #           4            
          Riverside Community College District           DATE:           May 15, 2006            
CONTRACTOR:           ASR Constructors           D.S.A. #           04-106550            
          5230 Wilson Street            
          Riverside, CA 92506          

ORIGINAL CONTRACT AMOUNT: \$           13,020,000.00            
Previous Change Order: \$           1,156,689.00            
This Change Order: \$           1,030,080.00            
Total Change Orders: \$           2,186,769.00            
REVISED CONTRACT AMOUNT: \$           15,206,769.00          

ORIGINAL CONTRACT COMPLETION DATE:  
Previous Change Order:            Calendar Days  
This Change Order:            Calendar Days  
Total Change Orders:            Calendar Days

REVISED CONTRACT COMPLETION DATE:

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

### APPROVALS:

\_\_\_\_\_  
Steinberg Architects DATE \_\_\_\_\_

\_\_\_\_\_  
ASR Constructors DATE \_\_\_\_\_

\_\_\_\_\_  
Riverside Community College District DATE \_\_\_\_\_

Exhibit "A"

- #1 DESCRIPTION: COR 39  
Due to obstruction of the proposed copper and fiber pathways, lines had to be rerouted and additional conduits and cable were needed due to the extra length requirement  
REASON: Unforeseen Condition  
REQUESTED BY: Architect/Contractor  
COST: \$ 50,614
- #2 DESCRIPTION: COR 46  
Upgrade electrical panels throughout the Quad that were not previously in the bid  
REASON: Old and deteriorating  
REQUESTED BY: Riverside Community College District (extra items)  
COST: \$ 61,371
- #3 DESCRIPTION: COR 47  
Add new roof and overflow drains at staircase #2 area  
REASON: Architectural oversight  
REQUESTED BY: Contractor  
COST: \$ 2,594
- #4 DESCRIPTION: COR 48  
Replace 2 ½" Water line leaking in room #26  
REASON: Unforeseen Condition  
REQUESTED BY: Contractor  
COST: \$ 3,032
- #5 DESCRIPTION: COR 49  
Replace various plumbing items: replace 2" valve at N.E. corner in basement; install waste and water line to lounge sink; layout condensates and core holes for new units not shown on original plans; trace lines to find new tie-in for lounge sink in room #207;  
REASON: Unforeseen Conditions  
REQUESTED BY: Contractor  
COST: \$ 15,629
- #6 DESCRIPTION: COR 50  
Remove mock-up paint from cornice on south side  
REASON: Architectural oversight  
REQUESTED BY: Architect  
COST: \$ 382

- #7 DESCRIPTION: COR 51  
Paint numerous mock-ups for exterior  
REASON: To determine paint selection  
REQUESTED BY: Riverside Community College District/Architect  
COST: \$ 828
- #8 DESCRIPTION: COR 52  
Change out the existing high voltage transformer and switch and replace existing fans  
REASON: Old, deteriorating and non-functional  
REQUESTED BY: Riverside Community College District  
COST: \$ 79,463
- #9 DESCRIPTION: COR 56  
Change the elevator feed to a 150 amp three phase breaker  
REASON: Architectural oversight  
REQUESTED BY: Contractor  
COST: \$ 7,437
- #10 DESCRIPTION: COR 58  
Replace several trane air handlers and controls; chilled and hot water loop demo and reinstall with insulation; new pumps; new cooling tower  
REASON: System old and deteriorating  
REQUESTED BY: Riverside Community College District (extra items)  
COST: \$691,752
- #11 DESCRIPTION: COR 59  
Remove pigeon feces from loft  
REASON: Unforeseen Condition  
REQUESTED BY: Riverside Community College District  
COST: \$ 11,135
- #12 DESCRIPTION: COR 60  
Add power and controls to clock tower  
REASON: Architectural oversight  
REQUESTED BY: Riverside Community College District  
COST: \$ 5,297
- #13 DESCRIPTION: COR 61  
Replace lighting to the outside amphitheater

REASON: Architectural oversight  
REQUESTED BY: Riverside Community College District  
COST: \$ 13,511

#14 DESCRIPTION: COR 63  
Tree removal and trimming  
REASON: Unforeseen condition  
REQUESTED BY: Riverside Community College District  
COST: \$ 10,393

#15 DESCRIPTION: COR 64  
Replace west side exterior lights  
REASON: To match proposed historic fixtures at all other entrances  
REQUESTED BY: Riverside Community College District  
COST: \$ 5,536

#16 DESCRIPTION: COR 66  
Replace walkway poles on west side and interior courtyard of project  
REASON: Existing poles deteriorating  
REQUESTED BY: Riverside Community College District  
COST: \$ 39,527

#17 DESCRIPTION: COR 67  
Hook up electrical pumps, chiller, fan coil unit, switch and plugs  
REASON: Architect oversight  
REQUESTED BY: Riverside Community College District  
COST: \$ 13,624

#18 DESCRIPTION: COR 68  
Remove and replace concrete, south of vestibule  
REASON: Concrete deteriorating, water leaking into easement below  
REQUESTED BY: Contractor  
COST: \$ 11,386

#19 DESCRIPTION: COR 71  
Remove outdoor amphitheater lights to properly plaster the area  
REASON: Plastering area  
REQUESTED BY: Contractor  
COST: \$ 954

#20 DESCRIPTION: COR 73  
Repair stairs by filling concrete wall at stair case to make equal height  
REASON: To meet code. Wall height varies from 30" to 36"  
REQUESTED BY: Contractor

COST: \$ 2,708

#21 DESCRIPTION: COR 78  
Relocate temporary fencing  
REASON: Tripping hazard  
REQUESTED BY: Campus Police and Facilities  
COST: \$ 1,475

#22 DESCRIPTION: COR 84  
Paint added downspouts  
REASON: Architectural oversight  
REQUESTED BY: Contractor  
COST: \$ 320

#23 DESCRIPTION: COR 91  
Framing and drywall changes for new door, room #208A  
REASON: Architectural oversight  
REQUESTED BY: Contractor  
COST: \$ 1,112

Total amount \$1,030,080.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: May 15, 2007

Subject: Norco Phase III Industrial Technology Project – Amend Architect Agreement

Background: On December 15, 1987, Riverside Community College District employed tBP Architecture (then known as The Blurock Partnership) for off site and on site development and construction of Norco Phase I, Phase II and Secondary Effects projects. On January 16, 2001, the Board of Trustees approved extending the agreement between tBP Architecture for submittal of the Final Project Proposal (FPP) through construction and occupancy of the Phase III Norco/Industrial Technology Project.

Staff is now requesting the Board's approval of an amendment to the January 16, 2001 agreement with tBP Architecture for Phase III Norco/Industrial Technology Building to include Furniture, Fixtures and Equipment (FF&E) Design Services. The Industrial Technology Building is approximately 44,862 square feet and includes Instructional Spaces (i.e. Lecture/Lab classrooms) and Non-Instructional Spaces (i.e. Offices/Workstations, Meeting Rooms, Storage).

The FF&E Design Services will be a fixed fee of \$65,500, plus \$7,533 for reimbursable expenses. The FF&E package will be developed in four phases as follows:

- |                           |          |
|---------------------------|----------|
| 1) Schematic Design       | \$9,825  |
| 2) Design Development     | \$16,375 |
| 3) Construction Documents | \$22,925 |
| 4) Field Installation     | \$16,375 |

Expenses for these services are included in the project budget.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the Agreement with tBP Architecture in the amount of \$73,033 for FF&E Design Services and authorize the Vice Chancellor, Administration and Finance to sign the amendment with the provision that the Vice Chancellor, Administration and Finance may extend the termination date of the agreement without a formal amendment to the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

AMENDMENT TO THE AGREEMENT  
DATED JANUARY 16, 2001  
BETWEEN  
tBP ARCHITECTURE  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
(Norco Phase III/Industrial Technology Project)

This Agreement shall be amended this date, May 15, 2007, as follows:

The term of this agreement shall be from January 16, 2001, to December 31, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of tBP Architecture.

**Scope of Work:**

**tBP shall provide the following additional scope of work:**

Furniture, Fixtures and Equipment (FF&E) Design Services for the Phase III- Norco/Industrial Technology Building. FF&E Design Services will be a fixed fee of \$65,500 plus \$7,533 for reimbursable expenses. The furniture package will be developed in four phases (breakdown below):

- |                           |          |
|---------------------------|----------|
| 1. Schematic Design       | \$ 9,825 |
| 2. Design Development     | \$16,375 |
| 3. Construction Documents | \$22,925 |
| 4. Field Installation     | \$16,375 |

Total additional compensation of this amended agreement shall not exceed \$73,033, including expenses. Payments shall coincide with original agreement dated January 16, 2001.

tBP Architecture

Riverside Community College District

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Mathew W. Sommers, AIA  
Vice President  
2300 Newport Boulevard  
Newport Beach, CA 92663

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James L. Buysse  
Vice Chancellor  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: May 15, 2007

Subject: A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, Resolution No. 41-06/07

Background: Attached for the Board's review and consideration is a proposed "Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, Resolution No. 41-06/07." This matter was discussed at the April 16, and May 8, 2007, Resources Committee meetings and also, albeit briefly, at the April 17, 2007, Board of Trustees meeting.

Mr. Jim Roth of UBS Investment Bank and Mr. Mark Farrell of Piper Jaffray will be available at the board meeting to respond to questions concerning issuance options. Additionally, and also attached for the Board's review and information, is the most recent "Measure C – Project Commitments" report and an updated Measure C-related cash flow projection through fiscal 2011.

At this time, staff proposes the following course of action relative to the issuance of Series 2007C bonds:

1. Proceed with the "three- year expenditure rule" option for Series 2007C.
2. Based on the attached cash flow projection, set the not-to-exceed amount in Resolution No. 41-06/07 at \$110,000,000 with the understanding that the staff will continue to update said projection up the point of bond issuance. Thus, the size of Series 2007C could be reduced from this authorized amount if staff determines that a lesser amount is more appropriate to ensure compliance with the 85% requirement.
3. Continue to monitor the interest rate environment. Should it appear that the favorable mix of rate currently experienced is changing and that the benefits associated with Option 3 are likely to disappear, then staff would bring this option back to the Board and its Resources Committee for further review and discussion.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: May 15, 2007

Subject: A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, Resolution No. 41-06/07 (continued)

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 41-06/07, A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, establish the not-to-exceed amount for Series 2007C at \$110,000,000 and authorize the use of the “three- year expenditure rule” option.

Salvatore G. Rotella  
Chancellor

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

**RESOLUTION NO. 41-06/07**

**RESOLUTION OF THE BOARD OF TRUSTEES OF RIVERSIDE COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT (RIVERSIDE COUNTY, CALIFORNIA) ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES 2007C**

**WHEREAS**, a duly called municipal election (the "Election") was held in the Riverside Community College District (the "District"), Riverside County (the "County"), State of California, on March 2, 2004 at which the following proposition ("Measure C") was submitted to the qualified electors of the District:

"To improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology academic classrooms/laboratories; expand public safety, police, firefighting, paramedics and healthcare training facilities; repair, acquire, construct, equip buildings, sites, classrooms; shall Riverside Community College District issue \$350,000,000 in bonds, at legal rates, with no proceeds going to the State, all funds remaining locally, independent citizen oversight, guaranteed annual audits, and no money for administrators' salaries?"

**WHEREAS**, at such election, Measure C received the affirmative vote of more than fifty-five percent of the voters of the District voting on the proposition, as certified by the Registrar of Voters of the County in the official canvassing of votes;

**WHEREAS**, the Board of Supervisors of Riverside County (the "County") has issued on behalf of the District (i) an aggregate principal amount of \$55,205,000 of Riverside Community College District (Riverside County, California) General Obligation Bonds, Election of 2004, Series 2004A, and (ii) an aggregate principal amount of \$9,795,000 of Riverside Community College District (Riverside County, California) General Obligation Bonds, Election of 2004, Series 2004B, both authorized pursuant to Measure C;

**WHEREAS**, at this time this Board of Trustees of the District (the "Board") has determined that it is necessary and desirable to issue the third series of such bonds in an aggregate principal amount not to exceed \$ \_\_\_\_\_ to be styled as "Riverside Community College District, Riverside County, California Election of 2004 General Obligation Bonds, Series 2007C" (the "Bonds");

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), the Bonds are authorized to be issued for the purposes set forth in the ballot submitted to voters at the Election;

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Purpose.** To raise money for the purposes authorized by voters of the District at the Election and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds in one or more series and orders such Bonds sold at one or more negotiated sales such that the Bonds shall bear interest at rates not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not to exceed \$\_\_\_\_\_.

**SECTION 2. Paying Agent.** This Board does hereby appoint the Paying Agent as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds on behalf of the District.

**SECTION 3. Approval of Purchase Contract** The form of Purchase Contract (the "Purchase Contract") by and between the District and UBS Securities LLC and Piper Jaffray & Co., as underwriters (collectively, the "Underwriters"), for the purchase and sale of the Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the Chancellor of the District, the Vice Chancellor, Administration and Finance of the District and such other officers or employees of the District as the Chancellor may designate (each, an "Authorized Officer"), each alone, are hereby authorized, for and in the name and on behalf of the District, to execute and deliver the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law, and that the Underwriters' discount, excluding original issue discount and costs of issuance paid by the Underwriters, shall not exceed 0.8% of the aggregate of principal amount of Bonds issued, plus reimbursement of reasonable out-of-pocket expenses of the Underwriters. The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriters to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriters and any such costs which the Underwriters agree to pay pursuant to the Purchase Contract, will equal approximately 2.0% of the principal amount of the Bonds. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$\_\_\_\_\_ and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

**SECTION 4. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contracts or in the Official Statement):

- (a) **“Accreted Interest”** means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.
- (b) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of any Capital Appreciation Bond and compounded semiannually on each February 1 and August 1 (commencing August 1, 2007), produces the Maturity Value on the maturity date.
- (c) **“Accreted Value”** means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on August 1, 2007 (unless otherwise provided in the Purchase Contract)) with respect to the Capital Appreciation Bonds at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.
- (d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.
- (e) **“Bond Payment Date”** means (unless otherwise provided by the Purchase Contract or the Official Statement) with respect to the Current Interest Bonds, February 1 and August 1 of each year, commencing August 1, 2007, and with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.
- (f) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Value for such bonds in the Official Statement.
- (g) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- (h) **“Current Interest Bonds”** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.
- (i) **“Denominational Amount”** means, with respect to the Capital Appreciation Bonds, the initial principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.
- (j) **“Depository”** means the securities depository acting as Depository pursuant to Section 5(c) hereof.
- (k) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

- (l) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Moody’s Municipal and Government; or Standard & Poor’s J.J. Kenny Information Services Called Bond Service.
- (m) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.
- (n) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.
- (o) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.
- (p) **“Paying Agent”** means U.S. Bank National Association, or such financial institution that the Chancellor of the District appoints and who is named as Paying Agent in the Official Statement.
- (q) **“Principal”** or **“Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the Denominational Amount.
- (r) **“Record Date”** means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.
- (s) **“Securities Depositories”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile transmission: (212) 855-7320.
- (t) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.
- (u) **“Transfer Amount”** means, with respect to any Outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.

#### **SECTION 5. Terms of the Bonds.**

(a) **Denomination, Interest, Dated Dates.** The Bonds shall be issued as bonds registered as to both Principal and interest, in the denominations of, with respect to the Current Interest Bonds, \$5,000 Denominational Amount or any integral multiple thereof (except for one odd denomination), and with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination). The Bonds will be initially registered to “Cede & Co.”, the Nominee of the Depository Trust Company, New York, New York.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial delivery. Capital Appreciation Bonds will not bear interest on a current basis.

Each Current Interest Bond shall be dated the date of initial delivery or such other date as shall appear in the Purchase Contract or the Official Statement (the "Dated Date"), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2007, in which event it shall bear interest from the Dated Date.

The Bonds shall bear interest or accrete interest at a rate or rates such that the interest rate shall not exceed the maximum rate permitted by law. Interest shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Bonds shall be dated the date of initial delivery of such bonds and mature in the years and shall be issued in the aggregate Denominational Amount set forth in the Purchase Contract and shall have an interest rate and shall have Denominational Amounts per each five thousand dollars (\$5,000) in Maturity Value as shown in the Accreted Value Table appended to the Official Statement; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District and approved by the Bond Insurer by application of the definition of Accreted Value set forth in Section 4 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

(b) Redemption.

(i) Optional Redemption. The Bonds are subject to optional redemption prior to their stated maturity dates as provided in the Purchase Contract.

(ii) Mandatory Redemption. Unless otherwise provided in the Purchase Contract, the Term Bonds are subject to mandatory redemption from moneys in the Debt Service Fund established in Section 11 hereof prior to their stated maturity date, at the Principal Amount or Accreted Value thereof without premium, on each August 1, as set forth in the Purchase Contract and in the Official Statement described below.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent identified below, upon written instruction from the District, shall select Bonds for redemption as so directed by the District and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 (except for one odd denomination, if any) or any integral multiple thereof and the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof (except for one odd denomination, if any).

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 5(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption

will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depositories.

(c) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b)(i) and (ii) hereof, together with interest accrued or accreted to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such

redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Definitions. As used in this Section, the terms set forth below shall have the meanings ascribed to them:

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository, and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(ii)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such



Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(ii)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(3), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution

and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the owners of the Bonds.

**SECTION 6. Execution of Bonds.** The Bonds shall be signed by the President of the Board by manual or facsimile signature and countersigned by the manual or facsimile signature of and the seal or facsimile seal of the District, if any, affixed thereto by the Clerk of the Board or the Secretary to the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 7. Paying Agent; Transfer and Exchange.** So long as any of the Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Accreted Value of or Principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Paying Agent only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence is satisfactory to the Paying Agent and indemnity for the Paying Agent,

the District (including the Board of Trustees, and its officials, officers, agent and employees) satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Bond Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent on or before February 1 and August 1 of each year. The cancelled Bonds shall be retained for two years, then destroyed by the Paying Agent.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15<sup>th</sup> business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

**SECTION 8. Payment.** Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount or Maturity Value of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of, and redemption premiums, if any, payable on the Current Interest Bonds and the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The interest, Accreted Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is

hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* taxes levied on all property subject to such taxes within the District.

**SECTION 9. Form of Bonds.** The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement.

(Form of Current Interest Bond)

REGISTERED  
NO.

REGISTERED  
\$

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE COUNTY, CALIFORNIA  
ELECTION OF 2004 GENERAL OBLIGATION BOND, SERIES 2007CC

INTEREST RATE:            MATURITY DATE:            DATED AS OF:            CUSIP  
\_\_\_\_% per annum            \_\_\_\_\_, \_\_\_\_            \_\_\_\_\_, 2007

REGISTERED OWNER:        CEDE & CO.

PRINCIPAL AMOUNT:

The Riverside Community College District (the "District") in Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2007. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2007, in which event it shall bear interest from the date of initial delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the Paying Agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of \$\_\_\_\_\_ of bonds approved for the purpose of raising money for the purpose authorized by the voters of the District at the Election and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at an election held on March 2, 2004, upon the question of issuing bonds in the amount of \$350,000,000 and the resolution of the Board of Trustees of the District adopted on April 17, 2007 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligations

of the District, payable as to both Principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Section 15250 and 15252.

The bonds of this issue comprise \$\_\_\_\_\_ Principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent in Riverside , California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20\_\_ are subject to redemption on or after August 1, 20\_\_ at the option of the District as a whole or in part on any date, at a Redemption Price equal to the principal amount of the Current Interest Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

The Current Interest Bonds maturing on August 1, 20\_\_ are subject to mandatory redemption from moneys in the Debt Service Fund prior to their stated maturity date, at the Principal Amount thereof without premium on each August 1, on and after August 1, 20\_\_, in the Principal Amounts as set forth in the following table:

Redemption Dates

Principal Amounts

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of

any bond to be redeemed shall be in the Principal Amount of \$5,000 or some multiple thereof (except for one odd maturity, if any). If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.



**IN WITNESS WHEREOF**, the Riverside Community College District, Riverside County, California, has caused this bond to be executed on behalf of the District and in official capacity by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
President, Board of Trustees

COUNTERSIGNED:

\_\_\_\_\_  
Secretary, Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2007.

By: U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent

\_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_  
this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
Secretary, Board of Trustees

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

REGISTERED  
NO.

REGISTERED  
\$

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE COUNTY, CALIFORNIA  
ELECTION OF 2004 GENERAL OBLIGATION BOND, SERIES 2007C

ACCRETION RATE:      MATURITY DATE:      DATED AS OF:      CUSIP  
   August 1, \_\_\_\_\_      Date of Delivery

REGISTERED OWNER:      CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Riverside Community College District (the "District") in Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2007, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denomination Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the Paying Agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This bond is one of an authorization of \$\_\_\_\_\_ of bonds approved for the purpose of raising money for the purpose authorized by voters of the District at the election to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at an election held on March 2, 2004 (the "Election"), upon the question of issuing bonds in the amount of \$350,000,000 and the resolution of the Board of Trustees of the District adopted on April 17, 2007 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligations of the District, payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Section 15250 and 15252.

The bonds of this issue comprise \$\_\_\_\_\_ Principal Amount of Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation Bonds, of which this bond is a part, in the Denominational Amount of \$\_\_\_\_\_ and the Maturity Value of \$\_\_\_\_\_.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

**IN WITNESS WHEREOF**, the Riverside Community College District, Riverside County, California, has caused this bond to be executed on behalf of the District and in official capacity by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
President, Board of Trustees

COUNTERSIGNED:

\_\_\_\_\_  
Secretary, Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2007.

By: U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent

\_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): \_\_\_\_\_  
this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
Secretary, Board of Trustees

(Form of Legal Opinion)

**SECTION 10. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

**SECTION 11. Deposit of Proceeds of Bonds.** The proceeds from the sale of the Bonds, to the extent of the Denominational Amount and the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the "Riverside Community College District Election of 2004 General Obligation Bonds, Series 2007C Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property. The accrued interest and any premium received by the County from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Riverside Community College District Election of 2004 General Obligation Bonds, Series 2007C Debt Service Fund" (the "Debt Service Fund") for the Bonds and used only for payment of Accreted Value or Principal of and interest on the Bonds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in any lawful investment permitted by Sections 16429.1 and 53601 of the Government Code of the State of California (the "Government Code") or in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, in LAIF, or in a guaranteed investment contract with a financial institution or insurance company which has at the date of execution thereof one or more outstanding issues of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated not lower than the second highest rating category (without regard to subcategories) by Standard & Poor's Ratings Services and Moody's Investors Service.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "IRS Code"), interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Accreted Value or Principal of and interest on the Bonds when due.

**SECTION 12. Rebate Fund.**

(a) The District shall create and establish a special fund designated the "Riverside Community College District Election of 2004 General Obligation Bonds, Series 2007C Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the IRS Code, and the Treasury Regulations

promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the IRS Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the IRS Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the IRS Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.



(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District shall withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

**SECTION 13. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the Principal and Accreted Value of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the Principal and Accreted Value of and interest on the Bonds when and as the same fall due.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal and Accreted Value of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Principal of and Accreted Value of and interest on the Bonds. DTC will thereupon make payments of Principal and Accreted Value and interest on the Bonds to the DTC Participants who will thereupon make payments of Principal and Accreted Value and interest to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

**SECTION 14. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the IRS Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 15. Legislative Determinations.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District

have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

The Board further finds and determines that as a result of the issuance of the Bonds under the provisions of the Act, the overall outstanding general obligation bond debt of the District will be amortized in a more level manner.

**SECTION 16. Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

**SECTION 17. Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of, interest or Accreted Interest on the Bonds, it shall become the owner of such Bonds with the right to payment of Principal, interest or Accreted Interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 18. Defeasance.** All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund (as hereinafter defined) is sufficient to pay all Bonds outstanding and designated for defeasance, including all Principal and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public

accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

**SECTION 19. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Bonds, and to pay the principal, redemption premium, in any, and interest thereon as and when the same become due.

**SECTION 20. Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints UBS Securities, LLC and Piper Jaffray & Co., as the Underwriters with respect to the Bonds, and Stradling, Yocca, Carlson & Rauth, a Professional Corporation, as bond counsel to the District, with respect to the Bonds.

(c) The provisions of this Resolution as they related to the terms of the Bonds may be amended by the Purchase Contract and the Official Statement.

**SECTION 21. Resolution to Treasurer-Tax Collector.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of Riverside County immediately following its adoption.

**SECTION 22. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

**SECTION 22. Effective Date.** This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 17th day of April, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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President, Board of Trustees  
Riverside Community College District

Attest:

---

Secretary to the Board of Trustees  
Riverside Community College District

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary to the Board of Trustees of the 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 Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on April 17, 2007, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

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.

Dated: April \_\_, 2007

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Secretary

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Through February 28, 2007**

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**Series A, Series B and Series A Refunding**

**8/3/2004 through 02/28/2007**

**Proceeds/Income**

Series A and B Proceeds	\$ 65,000,000	
Series A and B Premium	3,024,641	
Series A Refunding Premium	8,388,956	
FY 2004-2005 Interest Income	1,030,586	
FY 2005-2006 Interest Income	1,726,681	
FY 2006-2007 Interest Income (Projected)	1,500,000	
Energy Rebates - Utility Retrofit Project	<u>378,000</u>	
Total Proceeds/Income		\$ 81,048,864

**Project Commitments**

Completed Projects	\$ 28,592,518	
In-Progress or Initial Phase	<u>52,298,856</u>	
Total Project Commitments		<u>80,891,374</u>
Uncommitted Balance for Series A, Series B and Series A Refunding		<u>\$ 157,490</u>

**Riverside Community College District  
Measure C - Project Commitments  
Through February 28, 2007**

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<u>Project</u>	<u>Project Funding Source</u>					
	<u>Board Approved</u>			<u>Actual and Projected State</u>		<u>Actual</u>
<u>Completed</u>	<u>Projects Series A&amp;B and Series A Refunding</u>	<u>Board Approved Projects Future Measure C Series Issuance</u>	<u>Additional Funding Needed</u>	<u>Actual and Projected State Funding</u>	<u>Total Estimated Project Funding</u>	<u>Measure C Expenditures thru 02/28/07</u>
Issuance Related Expenditures	\$ 14,536,023	\$ -	\$ -	\$ -	\$ 14,536,023	\$ 14,536,023
Bridge Space	1,175,132	-	-	-	1,175,132	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000	349,000
MLK Renovation	1,010,614	-	-	4,428,597 a	5,439,211	1,010,614
Norco Campus Room Renovations	100,220	-	-	-	100,220	100,019
Swing Space	4,273,734	-	-	-	4,273,734	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,517,814	-	-	-	4,517,814	4,515,220
RCCD System Office Purchase (Heiting Building)	2,629,981	-	-	-	2,629,981	2,629,981
Total Completed Projects	<u>\$ 28,592,518</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,428,597</u>	<u>\$ 33,021,115</u>	<u>\$ 28,589,724</u>
<b><u>In-Progress or Initial Phase</u></b>						
District Computer/Network Upgrades	\$ 276,990	\$ -	\$ -	\$ -	\$ 276,990	\$ 183,443
Quad Modernization	8,764,444	-	-	4,019,766 a	12,784,210	3,021,920
Phase I - Parking Structure - Riverside	20,949,896	-	-	-	20,949,896	20,088,839
Phase III - Norco	918,785	-	1,360,215	20,484,275 p	22,763,275	591,971
Phase III - Moreno Valley	1,157,320	-	2,069,105	10,539,639 p	13,766,064	172,057
The Learning Center	6,007,605	-	-	2,444,632 p	8,452,237	1,206,314
ECS Secondary Effects - Moreno Valley	288,919	-	-	-	288,919	190,076
Nursing/Sciences Building - Riverside	4,721,604	361,082	9,454,314	57,572,000 p	72,109,000	731,720
Phase II - Wheelock PE Complex/Athletic Field - Riverside	194,546	-	-	14,559,519 p	14,754,065	190,631
Future Projects - Feasibility / Planning / Management / Undesignated	312,087	-	-	-	312,087	136,548
Scheduled Maintenance	633,817	-	-	341,075 s	974,892	633,817
Infrastructure Projects - Riverside/Norco/Moreno Valley	464,410	-	-	-	464,410	176,586
Hot Water Loop System - Moreno Valley	784,388	-	-	-	784,388	43,644
Emergency Phone Project	379,717	-	-	-	379,717	220,928
Utility Retrofit Project	5,576,094	600,000	-	-	6,176,094	1,034,668
Boiler Replacement - Moreno Valley	106,908	-	-	-	106,908	27,797
ECS Buidling Upgrade Project - Moreno Valley/Norco	625,327	-	-	-	625,327	13,300
Modular Redistribution Project	136,000	-	-	-	136,000	-
Riverside Food Services Remodel	-	583,070	-	-	583,070	-
Moreno Valley Food Services Remodel	-	1,956,615	-	-	1,956,615	-
Norco Campus Student Support Center	-	11,042,820	-	-	11,042,820	-
Total In-Progress or Initial Phase Projects	<u>\$ 52,298,856</u>	<u>\$ 14,543,587</u>	<u>\$ 12,883,634</u>	<u>\$ 109,960,906</u>	<u>\$ 189,686,983</u>	<u>\$ 28,664,259</u>
Total Projects	<u>\$ 80,891,374</u>	<u>\$ 14,543,587</u>	<u>\$ 12,883,634</u>	<u>\$ 114,389,503</u>	<u>\$ 222,708,098</u>	<u>\$ 57,253,983</u>

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Through February 28, 2007**

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**Series A, Series B and Series A Refunding Projects**

**8/3/2004 Through 02/28/2007**

**Completed**

Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	
Cost of Issuance	1,751,434	
Debt Service	194,266	
Measure C Election Costs	98,238	
Total Issuance Related Expenditures		\$ 14,536,023
Bridge Space - Moreno Valley Campus	341,637	
Bridge Space - Norco Campus	359,401	
Bridge Space - RCCD System Office	69,911	
Bridge Space - Riverside Campus	404,183	
Total Bridge Space		1,175,132
District Phone and Voicemail Upgrades		349,000
MLK Renovation - Equipment	646,479	
MLK Renovation- Planning and Working Drawings	101,883	
MLK Renovation - Roof Repair	262,252	
Total MLK Renovation		1,010,614
Norco - Science & Technology Building Rooms 204-206 Remodel Project	30,127	
Norco - Library Building Room 123 Remodel Project	10,143	
Norco - Student Services Building, Room 107 Remodel Project	38,500	
Norco - Theater Room 203 Remodel Project	13,200	
Norco - Center for Applied Competitive Technology Remodel Project	8,250	
Total Norco Campus Room Renovations		100,220
Swing Space - Administration Building Remodel	186,100	
Swing Space - Lovekin Complex	3,958,309	
Swing Space - Business Education Building Remodel	129,325	
Total Swing Space		4,273,734
Phase I - Wheelock PE Complex/Athletic Field		4,517,814
RCCD System Office Purchase (Heiting Building)		2,629,981
Total Completed Projects		\$28,592,518

**In-Progress or Initial Phase**

District Computer Systems Upgrades	126,990	
District Network Upgrades	150,000	
Total District Computer/Network Upgrades		276,990
Quad Modernization - Building Project	5,681,990	
Quad Modernization - Equipment Project	2,563,000	
Quad Modernization - Planning and Working Drawings	519,454	
Total Quad Modernization		8,764,444
Phase I - Parking Structure (Riverside)		20,949,896
Phase III - Norco (Planning and Working Drawings)		918,785
Phase III - Moreno Valley (Planning and Working Drawings)		1,157,320
The Learning Center		6,007,605
ECS Secondary Effects - Moreno Valley		288,919
Nursing/Sciences Building (Planning and Working Drawings)		4,721,604
Phase II - Wheelock PE Complex/Athletic Field (Planning and Working Drawings)		194,546
Future Projects - Feasibility/Planning/Management/Undesignated		312,087



**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Through February 28, 2007**

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Scheduled Maintenance	633,817	
Infrastructure Projects		
Utilities	153,700	
IS	85,000	
Security	32,400	
Facilities Assessment	28,410	
Coordination	53,200	
Electrical / Fire Alarm	111,700	
Total Infrastructure Projects		464,410
Hot Water Loop System - Moreno Valley		784,388
Emergency Phone Installation		
District	10,000	
Riverside Campus	178,626	
Norco Campus	102,773	
Moreno Valley Campus	88,318	
Total Emergency Phone Installation Project		379,717
Utility Retrofit Project		
Riverside Campus	2,974,248	
Norco Campus	1,357,668	
Moreno Valley Campus	1,244,178	
Total Utility Retrofit Project		5,576,094
Boiler Replacement - Moreno Valley		106,908
ECS Building Upgrade Project - Moreno Valley/Norco		625,327
Modular Redistribution Project		
Norco Campus	63,000	
Moreno Valley Campus	73,000	
Total Modular Redistribution Project		136,000
Total In-Progress or Initial Phase Projects		52,298,856
Total Series A, Series B and Series A Refunding Projects		\$80,891,374

**Future Measure C Series Issuance**

Nursing / Sciences Building - Riverside	\$ 361,082	
Utility Retrofit Project	600,000	
Riverside Food Services Remodel	583,070	
Moreno Valley Food Services Remodel	1,956,615	
Norco Campus Student Support Center	11,042,820	
Total Future Measure C Series Issuance		\$14,543,587

Riverside Community College District  
 General Obligation Bonds (Measure C)  
 Estimated Projects - Future Series Issuance Cash Flow Projections as of May 2, 2007

Project Description	Initial Est	Est Project Cost Escalation	Revised Est Measure C Project Budget	Estimated Project Completion
	Measure C Project Budget			
<b>Continuing Projects - Additional Funding Needed</b>				
814 Center for Primary Education	1,492,395	-	1,492,395	2007/2008
829 NORESO Utility Retrofit Improvement Project	600,000	-	600,000	2007/2008
677 Phase III - Norco Industrial Tech	10,221,215	-	10,221,215	2008/2009
812 Riverside Food Services Remodel	583,070	34,984	618,054	2008/2009
813 Moreno Valley Food Services Remodel	1,956,615	117,397	2,074,012	2008/2009
626 Nursing/Sciences Building (Riv)	9,815,396	1,744,440	11,559,836	2010/2011
898 GO Bond Future Projects - Feasibility & Planning Construction Management Services Project Management Charges (Payroll)	455,000 765,000 568,048	36,400 61,200 45,444	491,400 826,200 613,492	Continuing Continuing Continuing
<b>Total Continuing Projects</b>	<b>\$ 49,005,653</b>	<b>\$ 5,564,269</b>	<b>\$ 54,569,922</b>	
<b>New Proposed Projects</b>				
Public Safety, Law Enforcement (Ben Clark) ADA Compliance Riverside Network Operations Center	2,068,087 6,000,000 500,000	- 360,000 30,000	2,068,087 6,360,000 530,000	2007/2008 2007/2008 2007/2008
Norco Portables MoVal Portables Norco Network Operations Center Moreno Valley Network Operations Center Norco Artificial Turf - Soccer Field Pool Physical Education Phase III - Bleachers / Lockers Physical / Life Science Secondary Effects Moreno Valley Parking Structure	1,986,666 1,448,769 2,000,000 2,000,000 2,000,000 5,000,000 5,000,000 4,200,000 16,000,000	- - 120,000 120,000 120,000 - 300,000 504,000 1,920,000	1,986,666 1,448,769 2,120,000 2,120,000 2,120,000 5,000,000 5,300,000 4,704,000 17,920,000	2007/2008 2007/2008 2008/2009 2008/2009 2008/2009 2008/2009 2009/2010 2010/2011 2010/2011
<b>Total New Proposed Projects</b>	<b>\$ 50,100,603</b>	<b>\$ 3,474,000</b>	<b>\$ 53,574,603</b>	
<b>Totals</b>	<b>\$ 99,106,256</b>	<b>\$ 9,038,269</b>	<b>\$ 108,144,525</b>	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

DATE: May 15, 2007

Subject: New and Updated Board Policies and Procedures for Accreditation

Background: At the April 17, 2007, Board meeting, the Board accepted for first reading twenty-six (26) new or revised policies and five (5) new or revised procedures necessary for accreditation.

There is no substantive new language in these documents, other than for the purpose of adapting to new realities (such as moving toward a three-college system), or language taken from current policies, codes, laws and the CCLC model policies.

Recommended Action: It is recommended that the Board of Trustees approve, the twenty-six (26) policies and five (5) procedures accreditation.

Salvatore G. Rotella  
Chancellor

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

# **RIVERSIDE CCD BOARD POLICIES**

## **Related to Accreditation Standards**

### **Table of Contents**

BP 1200	District Mission
BP 2200	Board Duties and Responsibilities
BP 2410	Policy and Administrative Procedure
BP 2430	Delegation of Authority to the Chancellor
BP 2431	Chancellor Selection
BP 2435	Evaluation of Chancellor
BP 2510	Participation in Local Decision-Making
BP 2715	Code of Ethics/Standards of Practice
BP 2740	Board Education
BP 2745	Board Self-Evaluation
BP 3050	Institutional Code of Ethics
BP 3200	Accreditation
BP 3250	Institutional Planning
BP 3410	Nondiscrimination
BP 4020	Program and Curriculum Development
BP 4025	Philosophy and Criteria for Associate Degree & General Ed.
BP 4030	Academic Freedom
BP 4040	Library and Other Instructional Services
BP 4050	Articulation
BP 5500	Standards of Conduct
BP 6200	Budget Preparation
BP 6300	Fiscal Management
BP 6520	Security for District Property
BP 7120	Recruitment and Hiring
BP 7150	Employee Evaluations
BP 7160	Professional Development

**The Board is responsible for approving all items listed above.**

# **Administrative Procedures Related to Accreditation Standards**

- AP 2410 Policy and Administrative Procedure
- AP 2430 Delegation of Authority to Chancellor
- AP 2435 Evaluation of Chancellor
- AP 2510 Participation in Local Decision-Making
- AP 2715 Code of Ethics/Standards of Practice

**\*The Board is responsible for approving these procedures.**

## **SECTION ONE – THE DISTRICT**

### **Policy No. 1200 – District Mission**

This document states the missions of the District, the Riverside City College, the Moreno Valley Campus and the Norco Campus, all adopted in 2006. No changes are suggested to these statements, with the exception of the last line, which has been added regarding evaluation and revisions.

## **SECTION TWO – BOARD OF TRUSTEES**

### **Policy No. 2200 – Board Duties, Responsibilities and Privileges**

With the exception of the first few lines on the first page, this language is from our current policy 1040, which was last updated in 2005. It has been edited and updated here, as needed. There is no corresponding procedure for this policy.

### **Policy and Procedure No. 2410 – Policy and Administrative Procedure**

POLICY - Except for the last couple of lines on page one, the language in bold is recommended by the CCLC. It is felt that this language is much more complete and therefore the language from our current policy 2010 (2<sup>nd</sup> page) is not necessary.

PROCEDURE – Much of the language from our current regulation 2010 has been used, with some slight updating. Additional language has been added by staff.

### **Policy and Procedure No. 2430 – Delegation of Authority to Chancellor**

POLICY - It is felt that the language suggested by the CCLC (in bold) more accurately captures what this policy should state and incorporates what our current policy 2005 states. Therefore, the language from our policy is being deleted.

PROCEDURE – The language suggested by CCLC (bold, page 1) has already been stated in the Policy, so it is not needed here. Language from our current regulation 2005 has been updated. NOTE: All of the specific duties of the chancellor have been deleted and the reader is referred to Diversity and Human Resources (DHR) to review the Chancellor's job description. It is acceptable to do this, but if the Board prefers, we can list all of the Chancellor job duties in this document and not refer the reader to DHR. Referring the reader to DHR alleviates the need to revise this Procedure whenever a change or addition occurs to the job description.

### **Policy and Procedure No. 2431 – Chancellor Selection**

POLICY - This is a new policy for the District and the language in bold is suggested by CCLC.

PROCEDURE – It is felt that, since a Chancellor selection typically takes place every 10 years or so on average, a written procedure might not be appropriate, as it would likely be obsolete by the time the next selection came around. However, if the Board would like to have a basic procedure in place, one can be provided.

### **Policy and Procedure No. 2435 – Evaluation of Chancellor**

POLICY - The language in bold is recommended by CCLC and will replace the language in our current policy 1043.

PROCEDURE – Our current regulation 1043 was last updated in 2005, so it is proposed to use that language with a few revisions as noted.

### **Policy and Procedure No. 2510 – Participation in Local Decision-Making**

POLICY - This is a new policy for the District and the language in bold is largely taken directly from Title 5.

PROCEDURE – As noted in paragraphs 2 & 3, more detailed language on issues involving the Academic and Student Senates is stated in new policies/procedures 4005 and 5400, respectively. These two policies will come to the Board at a later time. However, the basic statements in bold are taken from various current policies and procedures (6010, 3010, 1016 and 1011).

### **Policy and Procedure No. 2715 – Code of Ethics/Standards of Practice**

POLICY – the language in bold on page 1 is suggested by CCLC. The remaining four paragraphs are taken from our current regulation 1045, which was updated in 2005, and should still be good language today.

PROCEDURE – This language is all directly from current regulation 1045, with the exception of the last four paragraphs, which now appear in the Policy.

### **Policy No. 2740 – Board Education**

This is a new policy for the District. It is recommended that you adopt the language recommended by the CCLC. There is no procedure for this policy.

### **Policy No. 2745 – Board Self-Evaluation**

The initial sentence is language suggested by the CCLC, however, as noted, the remainder of the language is from current RCC regulation 1044, with some slight editing. There is no procedure for this policy.

## **SECTION THREE – GENERAL INSTITUTION**

### **Policy No. 3050 – Institutional Code of Professional Ethics**

This is a new policy for the District. The language needs no explanation. This policy concerns professional ethics for all employees of the District.

### **Policy No. 3200 – Accreditation**

This is a new policy for the District, although we do have a statement about accreditation in our Catalog. The language provided is recommended by the CCLC. It is recommended that this be approved as is.

### **Policy No. 3250 – Institutional Planning**

This is a new policy for the District. The language for this policy is recommended by CCLC and it is recommended that this be approved as is.

### **Policy No. 3410 – Non-Discrimination**

The language in bold is recommended by the CCLC, based on legal requirements. The language in our current policies 3100/4100/6100 and 6200, which have not been updated since the mid-80's, will not be used – it is better stated in the recommended language.

## **SECTION FOUR – ACADEMIC AFFAIRS**

### **Policy No. 4020 – Program and Curriculum Development**

This is a new policy for the District. The language in bold is suggested by the CCLC, based on current laws.

### **Policy No. 4025 – Philosophy and Criteria for Associate Degree and General Education**

This is a new policy for the District, although we do have a statement regarding this topic in our Catalog. The language in bold is recommended by the CCLC and is taken from Title 5.

### **Policy No. 4030 – Academic Freedom**

This is a new policy for the District. In 2003, the Board had some lengthy discussions at Board meetings regarding the District's policy on Academic Freedom. The Board chose to adopt the American Association of University Professors (AAUP) statement of Academic Freedom. This was affirmed by memo to the then Academic Senate President, Virginia McKee-Leone on March 6, 2003.



**Policy No. 4040 – Library and Other Instructional Support Services**

The language in bold is a more appropriate statement for this policy, therefore, the language from our current policy 7036 will not be used.

**Policy No. 4050 – Articulation**

Language from the District’s current policy 5110 is retained and language recommended by the CCLC is added.

**SECTION FIVE – STUDENT SERVICES**

**Policy No. 5500 – Standards of Student Conduct**

The language provided is a combination of the District’s current policy 6080, language recommended by the CCLC and additional language added by Student Services staff. Our current policy 6080 contained both the standards of conduct, discipline and grievances. This will now be split into two documents – this new policy, which states the standards and a new procedure (5520), which will address the discipline and grievance issues.

**SECTION SIX – BUSINESS AND FISCAL AFFAIRS**

**Policy 6200 – Budget Preparation**

The language in bold is recommended by CCLC and it is recommended that this language be approved. This also incorporates language from our current policy 7080.

**Policy 6300 – Fiscal Management**

This is a new Policy for the District. The language in bold is recommended by CCLC and it is recommended that this language be approved.

**Policy 6520 – Security for District Property**

The language in bold is recommended by CCLC and it is recommended that this language be approved. The language from our current policy 7065 will be incorporated into the procedure.

**SECTION SEVEN – HUMAN RESOURCES**

**Policy No. 7120 – Recruitment and Hiring**

The language in bold is recommended by CCLC and will take the place of the language in our current policy 3001/4001 and 3099/4099.

**Policy No. 7150 – Employee Evaluations**

This is a new policy for the District. The stated language needs no explanation.

**Policy No. 7160 – Professional Growth**

The language provided is taken from District policies 3080 and 4042, with some additional language provided by staff.

**The District  
DRAFT**

**BP 1200 DISTRICT MISSION**

**Reference:**

Accreditation Standard I

***The mission of the Riverside Community College District is:***

Riverside Community College District  
Mission Statement

The Riverside Community College District is accessible and comprehensive, committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, and occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial and supplemental instruction for under-prepared students. Through its three constituent colleges, Moreno Valley, Norco and Riverside City, the District works in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves. The District serves Western Riverside County from three interrelated colleges in the cities of Riverside, Norco and Corona, and Moreno Valley.

Moreno Valley Campus  
Mission Statement

*Adopted by MV Strategic Planning Committee, May 11, 2006*

Responsive to the educational needs of its region, Moreno Valley College offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially, in health and public service preparation.

Norco Campus  
Mission Statement  
*Adopted by Norco Strategic Planning Committee, May 15, 2006*

Today's students, tomorrow's leaders.

Norco College, located in western Riverside County, provides a range of high quality educational programs, services, and learning environments that meet the needs of a diverse community. We equip our students with the academic and technological skills to attain their goals in higher, occupational, and continuing education, workforce development, and personal enrichment while they achieve established learning outcomes. Norco College fosters the development of technological programs to meet the needs of the growing business community. As a continuing process, we listen to our community and respond to its needs while engaging in self-examination and ongoing dialogue, planning, and improvement.

Riverside City Campus  
Mission Statement  
*Adopted by Riverside Strategic Planning Committee, May 16, 2006*

Riverside City College empowers a diverse community of learners toward individual achievement, success and lifelong learning by providing comprehensive services and innovative educational opportunities.

***The mission statements are evaluated and revised on a regular basis.***

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**NOTE:** The information in ***bold italic type*** is provided by RCCD staff. The regular type reflects the mission statements adopted on 6-20-2006. Note: Page 2 of the General Information Section of the current Riverside CCD Catalog also lists mission statement information.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and legal counsel)*

**BP 2200 BOARD DUTIES, RESPONSIBILITIES AND PRIVILEGES**

**Reference:**

Accreditation Standard IV.B.1.d

**The Board of Trustees governs on behalf of the citizens of the Riverside Community College District in accordance with the authority granted and duties defined in Education Code Section 70902.**

**Therefore, the Board has the following duties, responsibilities and privileges:**

- ~~❖ From Riverside CCD Policy 1040 titled Responsibilities and Privileges of the Board of Trustees~~

~~The Riverside Community College District Board of Trustees is entrusted with the institution's assets, upholding its educational mission and programs, ensuring compliance with laws and regulations and with providing stability and continuity to the institution. The delineation of its power, duties and functions are set forth in the regulations.~~

- ~~❖ *From Riverside CCD Regulation 1040 titled Responsibilities and Privileges of the Board of Trustees*~~

~~I. Standards of Conduct~~ **Duties**

~~A. Exercising~~ **Authority as a Trustee**

1. Support the mission and philosophy of community colleges,
2. Understand the fiscal and legal aspects of the operation of community colleges,
3. Provide leadership in making policy for the District,
4. Commit time and energy to carry out the duties of their office, and
5. Support the District in the community.

They must be mindful of separating personal opinions and roles from those of the Board as a body.

B. Handle ~~ing~~ Administrative Matters

The primary function of the Board of Trustees is to make policy, whereas the primary function of the administration is to provide direction in policy development and implementation. The Chancellor ~~of the District~~ serves as a resource to Trustees to help them maintain their governing role.

C. Act ~~ing~~ as a Whole to Represent the Communities Served by the District

The Board of Trustees of a district legally can function only as a group. Individual acts of a Trustee in relation to district matters are considered those of a private citizen. Care should be taken to separate the role of Board member from that of individual. Trustees, as elected officials, are responsible for representing the interests of the communities served by the college district and should act only on that basis.

D. Use ~~ing~~ Appropriate Channels

Board members should channel all concerns, complaints, and requests for information through the Chancellor ~~of the District~~.

E. Maintain ~~ing~~ Appropriate Conduct at Board Meetings

Conduct at Board meetings should foster respect and consideration for other Board members, citizens, students, and District staff. This will provide an atmosphere to facilitate effective decision-making in which controversial issues can be presented fairly and the dignity of each individual maintained.

F. Conduct ~~ing~~ Board Business

All District business should be conducted in open public meetings except for those matters specifically cited under the provisions of the Brown Act that are appropriately discussed in a closed session. Confidentiality of all Board discussions held in closed session shall be strictly maintained.

G. Monitor ~~ing~~ Compensation and Expense Accounts

Trustees are responsible for ensuring that public funds are spent wisely and legally, including those that relate to their expenses.

II. Responsibilities of the Board of Trustees:

- A. Establish broad policies to guide the institution.
  - B. Select a chief executive officer who serves as the Chancellor ~~of the District.~~
  - C. Ensure the fiscal integrity of the institution by establishing the necessary ~~procedures~~ **policies** needed for proper accounting of receipts and disbursements of District funds, including approving an annual budget and providing for an annual audit.
  - D. Act upon recommendations of the Chancellor ~~of the District~~ regarding utilization, development, maintenance, and repair of the physical plant including all buildings, grounds, and equipment.
  - E. Approve educational programs and services and provide for the public dissemination of this information.
  - F. **Through appropriate Board policies, delegate power and authority to the Chancellor, so that he/she can effectively lead the District.**
  - G. Develop guidelines for negotiations of collective bargaining contracts of the employees of the District.
  - H. Carefully review reports from the Chancellor ~~of the District~~ on programs and conditions of the Colleges and District, to assure quality institutional planning and evaluation.
  - I. Appoint or dismiss employees upon recommendation of the Chancellor ~~of the District~~ in accordance with law.
  - J. Serve as the board of final appeal for students and employees of the Riverside Community College District.
- III. ~~Additional~~ Responsibilities of Individual Members of the Board of Trustees:
- A. Attend regularly scheduled and special meetings of the Board.
  - B. Attend and serve on standing and ad hoc Board committees
  - C. Notify the Chancellor's ~~of the District's~~ office in advance when unable to attend regularly scheduled events.
  - D. Time permitting, attend campus functions. In particular, Commencement exercises.

- E. Attend conferences and other activities provided specifically for Trustees, when necessary to serve the District and when available.
- F. Serve as an official representative of the Board at District-related functions when requested by the Board President.
- G. Serve as an advocate for the District in the community.
- H. Use the Chancellor of the District as the primary resource to answer specific or general questions related to campus functions or policy.
- I. Participate in evaluations of the Board and the Chancellor of the District.

#### IV. Privileges

##### A. Benefits

- 1. Trustees holding elected positions on the Board of Trustees may be covered under the District's Health and Welfare Plan.

##### B. Compensation

- 1. Trustees holding elected positions on the Board of Trustees are eligible for monthly compensation in accordance with the law.

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside Policy 1040 titled Responsibilities and Privileges of the Board of Trustees adopted on 7-64 and amended on the following dates: 5-7-75, 11-6-84, 5-16-95, and 5-17-05.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 1040)*



Board of Trustees  
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## BP 2410 POLICY AND ADMINISTRATIVE PROCEDURE

### References:

Education Code Section 70902;  
Accreditation Standard IV.B.1.b and e

The Board of Trustees may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board of Trustees on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board of Trustees may be adopted, revised, added to, or amended at any regular Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended.

Administrative procedures are to be issued by the Chancellor as statements of methods to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Chancellor.

The Chancellor or his/her designee shall annually provide each member of the Board with copies of the administrative procedures, *as they are issued or revised*.

Copies of all policies and administrative procedures shall be readily available to District employees *through the Chancellor's Office or the office of the Director, Contracts, Compliance and Legal Services, each College President's office, or the District's web site ([www.rcc.edu](http://www.rcc.edu))*.

❖ From Riverside CCD Policy 2010 titled Policies and Administrative Regulations

The Board of Trustees of the Riverside Community College District believes that it is essential to establish written policies for the purpose of interpreting, supplementing, and implementing the legal requirements of the District as well as providing direction for the Chancellor of the District and the management staff in the administration and operation of the District.

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy 2010 titled Policies and Administrative Regulations dated 11-6-84 and amended on 5-17-05. The language in **bold italic type** is provided by RCCD staff.

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**Date Adopted:**

*(Replaces current RCCD Policy 2010)*

**AP 2410 POLICY AND ADMINISTRATIVE PROCEDURE**

**References:**

Education Code Section 70902;  
Accreditation Standard IV.B.1.b and e

~~❖ From Riverside CCD Regulation 2010 titled Policies and Administrative Regulations~~

~~The Chancellor of the District will be responsible for recommending policy to the Board. and for developing all Administrative Regulations, in consultation with the appropriate areas of the District. (ECS 70902)~~

The Board has, as a major responsibility, the establishment and final ***approval/adoption*** ~~interpretation~~ of all policy. (ECS 70902)

The Chancellor of the District will make periodic reports to the Board on how adopted policies are being implemented, and the Board will continually evaluate the policies it has adopted.

***Procedures*** ~~Regulations~~, except for the 1000 ***and 2000*** sections, are the responsibility of the Chancellor ***and the Administration*** of the District, ***in consultation with the various constituencies of the District***, and do not require formal approval of the Board of Trustees.

***Requests for New Policy/Procedure OR Changes to Existing Policy/Procedure***  
***Any administrator or District constituency (CTA, CSEA, Student Senate, Academic Senate, etc.) may submit a request for a new policy/procedure or change to any existing policy or procedure to the office of the Director of Contracts, Compliance and Legal Services. That office will:***

- ***make sure that the item does not violate any state or federal laws, regulations or codes;***
- ***discuss the item with the requesting party and the appropriate Vice Chancellor;***
- ***ensure that all appropriate District constituencies have had input on the content and have approved the item; and,***

- ***bring the item to the Chancellor's Executive Cabinet for review and approval.***

***Once the Executive Cabinet has given approval, if the item pertains to a Board Policy, then it will be placed on the agenda for the next regularly scheduled Board of Trustees meeting for first reading. If the item pertains to an Administrative Procedure, the document will be finalized and distributed to the District and to the Board of Trustees.***

**Periodic Review**

***If at any time it becomes necessary to update a policy or procedure based on administrative or educational changes within the District, the Director of Contracts, Compliance and Legal Services will review such policy or procedure for compliance with current law. The District will also rely on periodic updates from the Community College League of California.***

Office of Primary Responsibility: **Board of Trustees**

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**NOTE:** The information in regular type is current Riverside CCD Regulation 2010 titled Policies and Administrative Regulations dated 5-17-05. The information in ***italic type*** is additional language to consider including in this procedure. The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The ***bold italic type*** is language suggested by RCCD staff.

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**Date Approved:**

*(Replaces current Riverside CCD Regulation 2010)*

Board of Trustees  
DRAFT

**BP 2430 DELEGATION OF AUTHORITY TO CHANCELLOR  
AND PRESIDENTS**

**References:**

Education Code Sections 70902(d) and 72400;  
Accreditation Standards IV.B.1.j and IV.B.2

**District Chancellor**

The Chancellor is appointed by the Board of Trustees.

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

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

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

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

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

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

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

**College Presidents**

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

~~❖ From Riverside CCD Policy 2005 titled District Chancellor~~

~~Appointment: The Board will appoint a chief executive officer to serve as Chancellor of the District.~~

~~Responsibility and Authority: The Board delegates to the Chancellor the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action. The Chancellor shall act as the professional advisor to the Board in the establishment and formulation of District policies.~~

~~The Chancellor may delegate any powers and duties entrusted to him by the Board, but he shall be specifically responsible to the Board for the execution of such delegated powers and duties. The Chancellor shall maintain a management handbook which will contain position descriptions of the Chancellor's management team.~~

~~The Chancellor shall make available any information or give any report requested by the Board.~~

~~The Chancellor shall perform all duties specifically required of or assigned to the Chancellor in the Education Code Section 70902.~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy 2005 titled District Chancellor dated 7-64, 5-75, 2-7-84, and 5-17-05. The language in **bold italic type** is provided by RCCD staff.

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**Date Adopted:**

*(Replaces current RCCD Policy 2005)*

**AP 2430 DELEGATION OF AUTHORITY TO CHANCELLOR  
AND PRESIDENTS**

**References:**

Education Code Section 70902;  
Accreditation Standard IV.B.1.j and IV.B.2

~~❖ From Riverside CCD Regulation 2005 titled District Chancellor~~

**Chancellor**

~~The Board of Trustees employs a~~ ***The Chancellor shall act as the*** chief executive officer ~~to serve as Chancellor of the Riverside Community College District~~ ***and*** ~~The Chancellor's responsibilities are to serve as the executive officer of the Board in carrying out the District programs established by Board policies and other official Board actions and to serve as advisor to the Board in the development of District programs, policies, and Board actions.~~

~~More specifically, t~~ ***The specific duties and responsibilities of the Chancellor are described in the Chancellor's job description, which is on file in the Department of Diversity and Human Resources.***  ~~may be defined as follows:~~

**Presidents**

***It is the role and responsibility of the President to provide leadership of campus level discussion and the shared governance process. The President leads decision making at the college level which directly affects the operation of the college. It is the responsibility of the President to establish and maintain a climate which encourages open discussion and communication across all levels on the campus. It is further the responsibility of the President to promptly communicate college and District decisions to all staff. The specific duties of the President are described in the President's job description, which is on file in the Department of Diversity and Human Resources.***

- ~~1. Execute those duties required by Board policy or other official Board action or prescribed by the California Education Code and Title 5 of the Administrative regulations.~~
- ~~2. Organize and administer District resources and personnel for efficient operation of District programs authorized by the Board.~~

3. ~~Prepare the agenda for Board meetings and make recommendations for Board actions based on requests and information developed by appropriate District staff.~~
4. ~~Provide Board members with needed information pertaining to District matters and state and national developments in community college education.~~
5. ~~Serve as liaison between Board and staff on matters of joint interest.~~
6. ~~Represent the Board on matters pertaining to the District.~~
7. ~~Maintain awareness of legislative matters affecting the District; keep Board and staff informed of developments; and work for legislation in the interest of the District and community college education.~~
8. ~~Serve as chairperson of the Chancellor's Executive Cabinet and Shared Governance Council.~~
9. ~~Recommend the appointment of District management personnel.~~
10. ~~Define and coordinate the duties of District management personnel responsible for the educational, student services, business services, and community services programs.~~
11. ~~Recommend the appointment of deans and department chairpersons after consultation, and following established guidelines.~~
12. ~~Recommend the initial appointment and reemployment of probationary faculty after consultation with appropriate department and administrative personnel.~~
13. ~~After appropriate consultation, make necessary appointments to the various District committees and councils.~~
14. ~~Work with legally constituted campus organizations.~~
15. ~~Negotiate contracts with officially recognized unions.~~
16. ~~Recommend management personnel salary schedules and placement.~~
17. ~~Utilize appropriate, representative groups of District personnel wherever possible in review of existing programs and recommendations for new procedures, policies and programs so that those affected have a voice in the decisions made.~~



- ~~18. Utilize appropriate means to communicate to staff and students those matters under consideration and decisions taken which will affect them.~~
- ~~19. Make recommendations on strategic planning and on needed improvements of programs and the physical facilities of the District.~~
- ~~20. Supervise preparation and administration of the budget.~~
- ~~21. Approve publications, including those prepared by the RCC Foundation, intended to interpret and publicize the Colleges and District.~~
- ~~22. Interpret the Colleges and the District to the general public through community contacts.~~
- ~~23. Through continuing study, maintain an acquaintance with ideas and research pertaining to community college education and exercise initiative in implementing and recommending changes which will improve the Colleges and District programs.~~
- ~~24. Carry out such other duties as may be assigned by the Board of Trustees.~~

Office of Primary Responsibility: **Board of Trustees**

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**NOTE:** The information in regular type is current Riverside CCD Regulation 2005 titled District Chancellor dated 5-17-05. The information in ***italic type*** is additional language to consider including in this procedure. The information in ***bold italic*** type is additional language suggested by RCCD staff.

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**Date Approved:**

*(Replaces current Riverside CCD Regulation 2005)*

Board of Trustees  
DRAFT

**BP 2431 CHANCELLOR SELECTION**

**References:**

Education Code Section 70902;  
Accreditation Standard IV.B.1.b, e and j

**In the case of a Chancellor vacancy, the Board of Trustees shall establish a search process to fill the vacancy. The process shall comply with relevant regulations.**

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

**BP 2435 EVALUATION OF CHANCELLOR**

**References:**

Accreditation Standard IV.B.1

**The Board of Trustees shall conduct an evaluation of the Chancellor at least annually. Such evaluation shall comply with any requirements set forth in the contract of employment with the Chancellor as well as this policy.**

**The Board shall evaluate the Chancellor using an evaluation process developed and jointly agreed to by the Board of Trustees and the Chancellor.**

**The criteria for evaluation shall be based on Board Policy, the Chancellor job description, and performance goals and objectives developed in accordance with Board Policy 2430 titled Delegation of Authority to Chancellor.**

~~❖ From Riverside CCD Policy 1043 titled District Chancellor's Evaluation~~

~~The Riverside Community College Board of Trustees is charged to participate in evaluation of the Chancellor of the District. The process is set forth in the procedures.~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy 1043 titled District Chancellor's Evaluation dated 2-19-02 and 5-17-05.

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**Date Adopted:**

*(Replaces current RCCD Policy 1043)*

## **AP 2435 EVALUATION OF CHANCELLOR**

### **Reference:**

Accreditation Standard IV.A

~~❖ From Riverside CCD Regulation 1043 titled District Chancellor's Evaluation~~

### **I. Overview**

Evaluation is an ongoing process. Even though this document is intended for the annual formal evaluation of the ~~District~~ Chancellor, it is also used as a checklist to keep the Board on track with its duties and those of the ~~District~~ Chancellor.

It is important to assess each of the outlined items as occurring on a time line, considering what progress has been made over the past few years, and what is anticipated for the future.

### **II. Format**

***Approximately one month prior to his or her anniversary date with the District, the District Chancellor orally presents an oral and a written one-to-two page summary of his/her major achievements of the past year and goals for the future of the District. The Board and District Chancellor then discuss the outlined items and any other appropriate subjects the Board may request.***

### **III. Subjects for Evaluation**

#### **A. Committees**

1. Board Committees are the vehicle used to flow information to the Board of Trustees. Does the Board feel comfortable with the information it receives about current programs and administrative functions? Some areas of consideration are:
  - a. Transfer programs
  - b. Vocational programs
  - c. Community service programs

- d. Economic development activities and programs
- e. Cal Works
- f. Competitive sports
- g. Performance Riverside and other performing arts programs
- h. Public safety education and training
- i. RCC Foundation
- j. Student activities

2. Is **the** opportunity for staff and student participation in **the** committee process adequate?

**B. Financial Information**

- 1. Is the Board satisfied that it is receiving easily understood financial information required for good decision-making?
- 2. Is the Board apprised of the annual audit, and the reports to the State regarding the District's financial status?
- 3. Is the Board involved in the District's annual budget process before final budget is ready for approval?

**C. New Programs or Major Refocusing of Existing Programs**

- 1. Is the Board kept apprised of new ideas for review and input to programs before the community is approached or major decisions made?
- 2. Is appropriate planning, including needs assessments, sufficient for new or refocused programs?
- 3. Can the Board assist in making the District more responsive to community needs?
- 4. Is the planning process for new programs adequate?
- 5. Is the planning process for new facilities adequate?
- 6. Are the planning processes for the entire District adequate?

D. Student Services

1. Do our students reflect the cultural diversity of our community?
2. Is a cultural and economically diverse student body a high priority?
3. Is registration efficient and user-friendly?
4. Are our students safe on campus? Do they feel safe?

E. ~~District~~ Chancellor and Staff Relationships

1. Are students' needs the top priority?
2. Is participatory governance suitably and adequately accomplished?
3. Does the Board have effective and appropriate means of communication with staff?
4. Does the staff reflect the cultural diversity of our community?
5. Is the Board apprised in a timely fashion of relevant information about staffing problems?
6. Are job descriptions and pay scales clearly defined and reviewed regularly?
7. Are hiring and firing regulations and procedures enforced?
8. Are District policies and **procedures** ~~regulations~~ enforced, including collective bargaining agreements?
9. Is staff professional development clearly defined and promoted?

F. Board of Trustees and ~~District~~ Chancellor Relationship

1. Does a climate of mutual trust and support exist between the Board of Trustees and the ~~District~~ Chancellor?
2. Does the Board of Trustees regularly assess the ~~District~~ Chancellor?
3. Does the Board understand the priorities of each of the major initiatives of the District?

4. Is the ~~District~~ Chancellor utilizing the unique talents of the members of the Board of Trustees?
5. Are there other appropriate roles ***in which*** the Board of Trustees members would like to be more deeply involved in?
6. How can the ~~District~~ Chancellor assist the Board of Trustees members to function more effectively?
7. How can the Board of Trustees assist the ~~District~~ Chancellor in accomplishing the District's goals more effectively?
8. Other subjects?

Office of Primary Responsibility: **Board of Trustees**

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**NOTE:** The information in regular type is current Riverside CCD Regulation 1043 titled District Chancellor's Evaluation dated 5-17-05. The information in ***italic type*** is additional language to consider including in this procedure. The language in ***bold italic*** type is suggested by RCCD staff.

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**Date Approved:**

*(Replaces current Riverside CCD Regulation 1043)*

Board of Trustees  
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**BP 2510 PARTICIPATION IN LOCAL DECISION-MAKING**

**References:**

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

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

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

**Academic Senate (Title 5 Sections 53200-53206)**

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

**Staff (Title 5 Section 51023.5)**

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

**Students (Title 5 Section 51023.7)**

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



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

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

• ~~From Riverside CCD Policy 6010 titled District Student Senate~~

~~The Board of Trustees recognizes the District Student Senate of Riverside community College as the organization representing the students that will be afforded the opportunity to participate in the formation and development of District policies and procedures that have or will have a significant effect on students under the provisions of Title 5 Section 51023.7~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). *The language in **regular type** is from current Riverside Community College District Policy 6010 titled District Student Senate adopted on 5-19-04. The language in **bold italic type** is provided by RCCD staff.*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

## **AP 2510 PARTICIPATION IN LOCAL DECISION-MAKING**

### **References:**

Education Code Section 70902(b)(7);  
Title 5 Sections 53200 et seq., 51023.5, and 51023.7;  
Accreditation Standards IV.A.2 and IV.A.5  
Government Code Section 3540

***Participation in the District's shared governance takes place at Board of Trustees' monthly Committee meetings by having a representative from each of the District constituencies (Academic Senate, Associated Students, CTA, CSEA and Confidential employees) appointed to serve on each committee and participate in the discussions that takes place at those meetings.***

***The Academic Senate makes recommendations to the Board of Trustees with respect to academic and professional matters and works with appropriate administrative offices in developing and communicating its recommendations to the Board. (Note: New policy/procedure 4005 goes into further detail with regard to the Academic Senate's role in shared governance)***

***The Student Senate makes recommendations to the Board of Trustees with respect to all issues that will have a significant effect on students and is recognized by the Board as the authority for defining student participatory governance procedures. (Note: New policy/procedure 5400 goes into further detail with regard to the Student Senate's role in shared governance.) Additionally, a student member is seated with the Board of Trustees and has all the rights, privileges and responsibilities of the Board, except that the student member does not have the right to vote or attend closed or special sessions of the Board.***

***CTA and CSEA each bring issues to the attention of the Board of Trustees by way of their respective contract negotiations, MOU's, and their participation at Board meetings.***

***The District's Management Association submits recommendations on administrative and personnel concerns to the Board of Trustees.***

*Office of Primary Responsibility: Board of Trustees*

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**NOTE:** There does not appear to be a current RCCD Regulation that relates to this procedure. The information in ***italic type*** is additional language to consider including in this procedure. The language in ***bold italic type*** is suggested by RCCD staff.

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**Date Approved:**

*(This is a new procedure recommended by the CCLC and the League's legal counsel)*

*See also, Policy and Procedure 4005, Titled, Academic Senate Policy, and Policy and Procedure 5400, titled, Organization of the Associated Student Body*

**BP 2715 CODE OF ETHICS/STANDARDS OF PRACTICE**

**References:**

Accreditation Standards IV.B.1.a, e, and h

**The Board of Trustees maintains high standards of ethical conduct** and adopts Standards of Good Practice to promote a healthy working relationship among its members and its Chancellor, based upon mutual trust and support. **Members of the Board of Trustees are responsible to:**

- **Act only in the best interest of the entire community;**
- **Ensure public input into Board of Trustees deliberations, adhering to the law and spirit of the open meeting laws and regulations;**
- **Prevent conflicts of interest and the perception of conflicts of interest;**
- **Support the District mission;**
- **Ensure that students receive the highest quality education;**
- **Exercise authority only as a Board of Trustees;**
- **Use appropriate channels of communication;**
- **Respect others and act with civility;**
- **Remain informed about the District, educational issues, and responsibilities of Board membership;**
- **Devote adequate time to Board of Trustees work;**
- **Maintain the confidentiality of closed sessions; and**
- **Deal with any violations.**

**The Board of Trustees will promptly address any violation by a Board member or Board members of the Code of Ethics in the following manner:**

~~❖ From Riverside CCD Regulation 1045, titled Board of Trustees Standards of Good Practice~~

If a Board member feels the Standard of Good Practice Policy has been violated, the Board member should go to the Board member who violated the Standard and have a discussion to resolve the violation.

If not resolved, the Board President is notified of the Standard violation. The Board President, in open session at the next regularly scheduled Board meeting, appoints a committee of two Board members to hear the case to determine if censure is in order.

If the appointed Board committee finds that the Board member should be censured, the item will be placed on the next regular Board meeting agenda for full Board discussion.

If alleged behavior violates laws, the President of the Board of Trustees may seek legal counsel and the violations referred to the District Attorney or Attorney General as provided for in law.

~~❖ From Riverside CCD Policy 1045 titled Board of Trustees Standards of Good Practice Policy~~

~~The Board of Trustees, as the sole statutory legislative governing body of the District, adopts a Standard of Good Practice to promote a healthy working relationship among its members and its Chancellor, based upon mutual trust and support.~~

~~The Board of Trustees recognizes that the education of students is the reason for the District's existence; all other functions must support this purpose. It is the duty of the Board of Trustees to ensure that students receive the highest quality education in the most efficient manner possible.~~

~~The Board of Trustees supports the District mission and inspires those in the District and the community by ensuring recognition, understanding, fairness, openness, professional development, and intellectual growth, through their official actions and the example they set collectively and individually.~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy or Regulation 1045 titled Board of Trustees Standards of Good Practice Policy dated 8-23-05.

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**Date Adopted:**

*(Replaces current RCCD Policy 1045)*

**AP 2715 CODE OF ETHICS/STANDARDS OF PRACTICE**

**References:**

Accreditation Standards IV.B.1.a, e, and h

~~❖ From Riverside CCD Regulation 1045 titled Board of Trustees Standards of Good Practice~~

- I. The Board of Trustees and its members shall:
  - A. Act as a policy setting board, with consistent and vigilant oversight of the District, focused on setting priorities, planning and outcome evaluation related equally to instructional and student support quality, operational effectiveness and efficiency, and fiscal stability.
  - B. Ensure the District is in compliance with all applicable federal and state laws and does not discriminate on the basis of race, color, national origin, ancestry, marital status, age, religion, disability, sex, or sexual orientation in any of its policies, procedures or practices.
  - C. Consider at all times the interests of all citizens throughout the District, maintaining independent judgment unbiased by self-interests, special interest groups, and partisan political groups.
  - D. Communicate and promote the needs of the community to District leaders and the needs of the District to the community by encouraging support for and interest in the District.
  - E. Focus on the educational needs of present and future students and support access to high-quality education and support services for every student.
  - F. Appoint as Chancellor the best-qualified professional leader available and, upon appropriate recommendation, appoint the best-trained faculty and staff available, exhibiting confidence in, and support of, their work and when necessary accepting responsibility for changing personnel and restoring confidence.

- G. Delegate authority to the Chancellor as the Board's executive officer to initiate policy recommendations, administer education programs and services, conduct District business, and implement Board actions and adhere to the proper boundaries between Board members and employees so as not to undermine the authority of the Chancellor.
- H. Act as a whole recognizing that legal authority rests only with the Board in a legally constituted meeting. Individual members will not make statements or promises as to how they will vote prior to regular meetings or individually direct staff, District legal counsel, agents of the District, vendors and contractors, unless authorized by the Board of Trustees, as to actions to take.
- I. Conduct District business of the Board in open public meetings, unless permitted by the Brown Act to be conducted in closed session, and maintain the confidentiality of privileged information and Board discussions held in closed session.
- J. Engage in full, open, and fair discussion on all facets of recommendations presented by the Chancellor before Board action, respecting the opinion of others, working together in a spirit of harmony and cooperation, in spite of differences in values and beliefs, to achieve common goals by encouraging compromise, treating fellow Board members with dignity and giving members courteous consideration of their opinions and supporting positive change when necessary.
- K. Make decisions after appropriate and available facts have been presented and discussed and then abide by and uphold the official actions of the Board.
- L. Avoid situations that have, or appear to have, potential for personal gain or constitute a conflict of interest as defined in law, and inform the Board or Board President when a matter under consideration might involve or appear to involve such a conflict.
- M. Promote and encourage open and mutually supportive and accountable participation and initiative of students, faculty and staff in the governance process while maintaining appropriate and well-defined District communication and decision-making channels.
- N. Devote time, thought and study to activities that will enhance one's ability to function effectively as an education governing Board member and attend all scheduled Board meetings as possible.
- O. Avail oneself of opportunities to enhance potential as a Board member through participation in educational conferences and training sessions

offered by local, state and national organizations and involvement in and being informed about the actions and positions of such organizations.

- II. ~~The Board of Trustees has developed the following process to assure the Standard of Good Practice is being followed:~~
  - A. ~~If a Board member feels the Standard of Good Practice Policy has been violated, the Board member should go to the Board member who violated the Standard and have a discussion to resolve the violation.~~
  - B. ~~If not resolved, the Board President is notified of the Standard violation. The Board President, in open session at the next regularly scheduled Board meeting, appoints a committee of two Board members to hear the case to determine if censure is in order.~~
  - C. ~~If the appointed Board committee finds that the Board member should be censured, the item will be placed on the next regular Board meeting agenda for full Board discussion.~~

Office of Primary Responsibility: **Board of Trustees**

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**NOTE:** The language in regular type is current Riverside CCD Regulation 1045 titled Board of Trustees Standards of Good Practice dated 8-23-05. The information in ***italic type*** is additional language to consider including in this procedure.

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**Date Adopted:**

*(Replaces current RCCD Regulation 1045)*



Board of Trustees  
DRAFT

**BP 2740 BOARD EDUCATION**

**References:**

Accreditation Standard IV.B.1.f

**The Board of Trustees is committed to its ongoing development as a Board and to an education program that includes an orientation for new Board members.**

**To that end, the Board of Trustees will engage in study sessions, provide access to reading materials, and support conference attendance and other activities that foster Board member education.**

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

## BP 2745 BOARD SELF-EVALUATION

### References:

Accreditation Standards IV.B.1.e and g

**The Board of Trustees is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.**

~~❖ The following language is taken from current RCGD Regulation 1044, titled Board of Trustees Self-Assessment Process~~

As the District's elected body, the Board of Trustees recognizes that it has a fiduciary responsibility to meet the learning needs of those who might benefit from the District's programs in the communities it serves.

**To that end, the Board of Trustees has established the following process:**

~~❖ The following language is taken from current RCGD Regulation 1044, titled Board of Trustees Self-Assessment Process:~~

To assess whether it is effective in meeting this fiduciary responsibility, the Board adopts a Board Effectiveness approach to guide its self-assessment process. The approach is grounded in four key principles:

- A. **Learner Centeredness:** The Board recognizes its fiduciary responsibility to meet learner needs and act in the interest of learners in the communities served by the District.
- B. **Continuous Assessment:** Particularly in terms of rapid change, organizations must continuously assess their effectiveness to maintain and improve their alignment with environmental trends and changing learner needs. As a consequence, the Board agrees to continuously assess and review its effectiveness and that of the institution.
- C. **Evidence Based Assessment.** The Board commits to open, evidence-based institutional and community dialogue.

- D. Commitment to Act: The Board agrees to act on its assessments to improve both Board and institutional effectiveness.

In keeping with these principles the Board of Trustees establishes a continuous quarterly self-assessment process to both consider its effectiveness and model its commitment to continuous improvement. The process is intended to assist the Board in the assessment of its performance as a whole body. It is not intended to evaluate or assess the performance of individual Board members.

Initially, the Board will review and discuss its record of performance **periodically** ~~on a quarterly basis~~ in open **session** ~~-ended conversation~~. Staff will inventory and assist the Board in the preparation of its record. Dialogue will be structured around the following seven dimensions of Board Effectiveness. It is anticipated that the Board will calendar discussions regarding a specific set of the dimensions each **year** ~~quarter~~. More formal measurement tools may be incorporated into the process over time.

- A. Commitment to Learners: The Board assesses its role in ensuring that the focus remains on the learner and that processes are in place to maintain that focus. For example, the Board might discuss its use of institutional and student research and its efforts to encourage inquiry about learner populations that may not be adequately served by the District.
- B. Constituency Interface: The Board assesses its constituency interface by discussing its relationship with District constituencies. Questions might include: What mechanisms and processes are in place for the Board to listen to, respond to, and communicate with its constituency? Do the mechanisms and processes promote input from diverse interests? How should the Board represent and advocate for the District in the community?
- C. Community College System Interface: The Board assesses its Community College System interface by evaluating its interaction with the California Community College System and other community college organizations. Questions might include: Does the Board engage in activities to support the District's position within the system? What are the appropriate advocacy roles to be played – learner advocacy, college advocacy?
- D. Economic/Political System Interface: The Board assesses its economic and political system interface by assessing its interaction with local, state and federal economic and political processes, institutions and personnel. Here questions might include: How does, and should, the Board advocate District interest and learner interests to local, state and federal government agencies and legislators?
- E. District Policy Leadership: The Board assesses policy leadership by examining its role in the District policy process. Questions might include: What is the appropriate role of the Board in addressing issues confronted by the District and learners? What issues occupy the attention of the board? What is the

relationship of the issues to the District’s mission? Was the Board appropriately engaged in defining the District’s mission, strategies, and goals? Is the Board informed of and appropriately engaged in the setting of District policies?

- F. Management Oversight: The Board assesses its management oversight primarily through the assessment of its relationship with the Chancellor and senior administrative staff. Therefore, much of this conversation is reflected in the Board’s Chancellor assessment process.
- G. Process Guardianship: The Board assesses its role in assuring that the District engages in appropriate budgeting, planning, institutional assessment and other processes. If it desired, the Board could discuss its own structure, policies, practices and procedures.

~~❖ From Riverside CCD Policy 1044 titled Board of Trustees Self-Assessment Process~~

~~The Riverside Community College Board of Trustees has developed a self-assessment process as set forth in the regulations.~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy/Regulation 1044 titled Board of Trustees Self-Assessment Process dated 10-15-02. Language in **bold italic type** is provided by RCCD staff.

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**Date Adopted:**  
(Replaces current RCCD Policy 1044)

General Institution  
DRAFT

**BP 3050 INSTITUTIONAL CODE OF *PROFESSIONAL* ETHICS**

**Reference:**

Accreditation Standard III.A.1.d

**The Board of Trustees shall *mandate the establishment of an Institutional Code of Professional Ethics.***

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**NOTE:** The **bold type** signifies language that is suggested as good practice. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

**BP 3200 ACCREDITATION**

**Reference:**

Accreditation Eligibility Requirement 20

**The Chancellor shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.**

**The Chancellor shall keep the Board informed of approved accrediting organizations and the status of accreditations.**

**The Chancellor shall ensure that the Board is involved in any accreditation process in which Board participation is required.**

**The Chancellor shall provide the Board with a summary of any accreditation report and any actions taken or to be taken in response to recommendations in an accreditation report.**

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue. Page 3 of the General Information Section of the current Riverside CCD Catalog lists accreditation information as well.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

**BP 3250 INSTITUTIONAL PLANNING**

**References:**

Title 5 Sections 51008, 51010, 51027, 53003, 54220, 55250, 55400 et seq., 55510, and 56270 et seq.; Accreditation Standard I.B

The Chancellor shall ensure that the District has and implements a broad-based comprehensive, systematic and integrated system of planning that involves appropriate segments of the District community and is supported by institutional effectiveness research.

The planning system shall include plans required by law, including, but not limited to the:

- Long Range Educational or Academic Master Plan
- Facilities Plan
- Faculty and Staff Diversity Plan
- Student Equity Plan
- Matriculation
- Transfer Center
- Cooperative Work Experience
- EOPS

The Chancellor shall submit those plans for which Board approval is required by Title 5 to the Board of Trustees.

The Chancellor shall inform the Board about the status of planning and the various plans.

The Chancellor shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

**BP 3410 NONDISCRIMINATION**

**References:**

Education Code Sections 66250 et seq., 72010 et seq., and 87100 et seq.;;  
Penal Code Sections 422.55 et seq.;;  
Government Code Sections 11135-11139.5, 12926.1 and 12940 et seq.;;  
Title 5 Sections 53000 et seq. and 59300 et seq.;;  
Accreditation Standard I.6

**The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.**

**The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.**

**The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.**

**No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or because of his or her association with a person or group with one or more of these actual or perceived characteristics.**

***Information regarding the filing of a complaint is included in Procedure 3410.***

~~❖ From Riverside CCD Policy 6100 titled Prohibition of Sex Discrimination~~



The Board of Trustees is committed to the concept and practice of equal opportunity in employment and educational opportunity for all.

❖ From Riverside CCD Policy 6200 titled Non-Discrimination in Programs and Activities

The Riverside Community College District insures that its programs and activities are available to all persons without regard to ethnic group identification, religion, age, sex, color, physical or mental disability.

Rules and regulations will be developed and maintained to insure compliance with the provisions of law. The District's Affirmative Action Officer is designated to be responsible for the District's compliance in this matter.

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**NOTE:** The information in regular type is current Riverside CCD Policy 6100 titled Prohibition of Sex Discrimination dated 10-1-85 and Policy 6200 titled Non-Discrimination in Programs and Activities adopted on 11-3-81 and amended on 3-6-84. The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff.

Page 12 of the General Information Section of the current Riverside CCD Catalog lists information related to nondiscrimination.

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**Date Approved:**

*(Replaces current Riverside CCD Policies 6100 and 6200)*

## BP 4020 PROGRAM AND CURRICULUM DEVELOPMENT

### References:

Education Code Sections 70901(b), 70902(b) and 78016;  
Title 5 Sections 51000, 51022 and 55130

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Chancellor shall establish procedures for the development and review of all curricular offerings, including their establishment, modification or discontinuance.

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development.
- Consideration of job market and other related information for vocational and occupational programs.

All new programs and program deletions shall be approved by the Board of Trustees.

*Program or course modifications shall be approved by the Chancellor, or his/her designee.*

All new programs shall be submitted to the Office of the Chancellor for the California Community Colleges for approval as required.

*New courses that are not part of an existing approved program must satisfy the conditions authorized by Title V regulations and do not need approval from the CCC Chancellor's Office.\**

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NOTE: \*This is a new regulation from the State Chancellor's Office that will go into effect on August 1, 2007. There does not appear to be a current RCCD Policy related to this policy. Language in

**bold type** is recommended by the Community College League and their legal counsel, Liebert, Cassidy, Whitmore. **Language in *bold italic type*** is provided by RCCD staff.

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**Date Approved:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

**BP 4025 PHILOSOPHY AND CRITERIA FOR ASSOCIATE DEGREE  
AND GENERAL EDUCATION**

**References:**

Title 5 Section 55805;  
Accreditation Standard II.A.3

**Courses that are designated to fulfill the general education and depth requirements shall meet the following philosophy.**

**The awarding of an Associate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the college to lead students through patterns of learning experiences designed to develop certain capabilities and insights. Among these are the ability to think and to communicate clearly and effectively both orally and in writing; to use mathematics, to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems, and to develop the capacity for self-understanding.**

**Central to an Associate degree, general education is designed to introduce students to the variety of means through which people comprehend the modern world. It reflects the conviction of colleges that those who receive their degrees must possess in common certain basic principles, concepts and methodologies both unique to and shared by the various disciplines. College educated persons must be able to use this knowledge when evaluating and appreciating the physical environment, the culture, and the society in which they live. Most important, general education should lead to better understanding.**

**In the establishing or modifying a general education program, ways shall be sought to create coherence and integration among the separate requirements. It is also desirable that general education programs involve students actively in examining values inherent in proposed solutions to major society problems.**

**The Chancellor shall establish procedures to assure that courses used to meet general education and associate degree requirements meet the standards in this policy. The procedures shall provide for appropriate Academic Senate involvement.**

~~❖ From the current Riverside CCD Catalog (Page 32 of Graduation Requirements Section)~~

~~PHILOSOPHY FOR THE ASSOCIATE DEGREE~~

~~The awarding of an associate degree is intended to represent more than an accumulation of units. It symbolizes the successful attempt on the part of the college to lead students through patterns of learning experiences designed to develop certain capabilities and insights.~~

~~Among these are the ability to think and to communicate clearly and effectively, both orally and in writing; to use mathematics; to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems; and to develop the capacity for self-understanding.~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue. It is from the current Riverside CCD Catalog on page 32 of the Graduation Requirements Section.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

**BP 4030 ACADEMIC FREEDOM**

**References:**

Title 5 Section 51023;  
Accreditation Standard II.A.7

*Academic Freedom, in its teaching aspect, is fundamental for the protection of the right of the teacher in teaching and of the student's freedom in learning. Academic professionals need the freedom to explore ideas that may be strange or unpopular, endeavors proper to higher education; while also maintaining the responsibility of related subject matter to the classroom.*

*College and university teachers are citizens, members of a learned profession and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.*

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**NOTE:** The *bold italic type* is language provided by RCCD staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

- ❖ **NOTE:** The Riverside Community College District's policy of Academic Freedom reflects the American Association of University Professors (AAUP) statement, as affirmed by the President of the Board of Trustees, by memo dated March 6, 2003 to Academic Senate President, Virginia McKee-Leone

**BP 4040 LIBRARY AND OTHER INSTRUCTIONAL SUPPORT  
SERVICES**

**Reference:**

Education Code Section 78100

**The District shall have library services that are an integral part of the educational program.**

~~❖ From Riverside CCD Policy 7036 titled Replacement or Retrieval of Overdue Library Materials~~

~~The Riverside Community College District shall charge all library patrons a fine for items not returned by the day or day/hour due. At a specified time after the item is due (depending on the initial circulation period of the item), the item shall be declared lost. The borrower will be billed for the replacement of the lost item, a processing fee, and any overdue fines. The detailed functions of the policy on replacement or retrieval of overdue library materials shall be as outlined in related regulations.~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy 7036 titled Replacement or Retrieval of Overdue Library Materials dated 1-27-00.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 7036)*

**BP 4050   ARTICULATION**

**References:**

Title 5 Sections 51022(b); Education Code Sections 66720-66744

~~❖ From Riverside CCD Policy 5110 titled Colleges/Secondary Articulation~~

Recognizing the importance of supporting the articulation of courses between the Riverside Community College District, area high school districts, and the Regional Occupational Programs, the Board of Trustees endorses and supports a process through which high school students are provided the opportunity to earn college credit for articulated courses thereby permitting a smooth transition from school to college.

**The Chancellor shall establish procedures that assure appropriate articulation of the District's educational programs with proximate high schools and baccalaureate institutions.**

**The procedures also may support articulation with institutions, including other community colleges and those that are not geographically proximate but that are appropriate and advantageous for partnership with the District.**

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in regular type reflects current Riverside CCD Policy 5110 titled Colleges/Secondary Articulation dated 4-26-94.

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**Date Adopted:**

*(Replaces current RCCD Policy 5110)*



**BP 5500 STANDARDS OF STUDENT CONDUCT**

**References:**

Ed Code Section 66300, 66301, 76033;  
Accreditation Standard II.A.7.b

**The Chancellor shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.**

**The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension, or expulsion of a student.**

**The Board of Trustees shall consider any recommendation from the Chancellor for expulsion. The Board of Trustees shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board of Trustees on the expulsion shall be taken at a public meeting.**

**The procedures shall be made widely available to students through the college catalog(s) and other means.**

**The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension or expulsion of a student.**

- 1. Causing, attempting to cause, or threatening to cause physical injury to another person.**
- 2. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred by the Chancellor.**
- 3. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing**

with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.

4. Committing or attempting to commit robbery or extortion.
5. Causing or attempting to cause damage to District property or to private property on campus.
6. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
7. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the District.
8. Committing sexual harassment as defined by law or by District policies and procedures.
9. Engaging in harassing or discriminatory behavior *toward an individual or group* based on race, gender, religion, age, national origin, disability, or any other status protected by law.
10. Willful misconduct which results in injury or death to a student or to District personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
11. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, District personnel.
12. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
  - A. *Forms of Dishonesty include, but are not limited to:*
    1. *Plagiarism: Presenting another person's language (spoken or written), ideas, artistic works or thoughts, as if they were one's own;*
    2. *Cheating: Use of information not authorized by the Instructor for the purpose of obtaining a grade. Examples include, but are not limited to, notes, Recordings, and other students' work;*

**3. *Furnishing false information to the District for Purposes such as admission, enrollment, financial assistance, athletic eligibility, transfer, or alteration of official documents.***

**13. Dishonesty; forgery; alteration or misuse of District documents, records or identification; or knowingly furnishing false information to the District.**

**14. Unauthorized entry upon or use of District facilities.**

**15. Lewd, indecent or obscene conduct on District-owned or controlled property, or at District-sponsored or supervised functions.**

**16. Engaging in expression which is obscene; libelous or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.**

**17. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.**

**18. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.**

**19. *Use, possession, distribution or being under the influence of alcoholic beverages, controlled substance(s) or poison(s) classified as such by Schedule D (Section 4160 of the Business and Professions Code) while at any District location, any District off-site class, or during any District sponsored activity, trip or competition.***

**A. *In accordance with Section 67385.7 of the Education Code and in an effort to encourage victims to report assaults, the following exception will be made: The victim of a sexual assault will not be disciplined for the use, possession, or being under the influence of alcoholic beverages or controlled substances at the time of the incident if the assault occurred on District property or during any of the aforementioned District activities.***

**20. Violation of the District's Computer and Network Use Policy and Procedure No. 3720 in regard to their use of any or all of the District's Information Technology resources.**

**21. Use of an electronic recording or any other communications device (such as walkmans, cell phones, pagers, recording devices, etc.) in the classroom without the permission of the instructor.**

**22. Eating or drinking in classrooms.**

**23. Gambling, of any type, on District property.**

**24. Bringing pets (with the exception of guide dogs) on District property.**

**25. Distribution of printed materials without the prior approval of the Student Activities Office. Flyers or any other literature may not be placed on vehicles parked on District property.**

**26. The riding/use of bicycles, motorcycles, or motorized vehicles (except for authorized police bicycles or motorized vehicles) is limited to paved streets or thoroughfares normally used for vehicular traffic. In addition, the riding/use of all types of skates, skateboards, scooters, or other such conveyances is prohibited on District property, except for approved activities.**

**27. The presence in classrooms or laboratories of non-enrolled individuals (except for those individuals who are providing accommodations to students with disabilities) is prohibited without the approval of the faculty member.**

~~❖ From Riverside CCD Policy 6080 titled Student Discipline and Due Process~~

~~The Riverside Community College District recognizes the importance of student discipline and due process. To this end, the District has established regulations for standards of student conduct and disciplinary procedures which, when followed, assure students their due process rights.~~

~~❖ From Current Riverside CCD Regulation 6080 titled Student Discipline and Due Process~~

Responsibility

- A. The **Chancellor** Chief Executive Officer of the College is responsible for establishing appropriate procedures for the administration of disciplinary

actions. **Administrative Procedure 5520 deals with** Issues involving matters of student discipline **and** or student grievance. by following the procedures below.

- B. The Chief Student Services Officer will be responsible for the overall implementation of the **procedures** regulations which are specifically related to all nonacademic, student related matters.
- C. The Chief Instructional Officer will be responsible for the overall implementation of the **procedures** regulations which are specifically related to class activities or academic matters.
- D. For matters involving the prohibition of discrimination and the prohibition of sexual harassment, ~~Board Policy 3099/4099 Affirmative Action and Staff Diversity and/or Board Policy 3110/4110/6110 Prohibition of Sexual Harassment~~, the concern should be referred to the District's **Diversity, Equity and Compliance Office** ~~Affirmative Action Officer~~. ~~Board Policy 6080 does not apply to such matters.~~
- E. The definitions of cheating and plagiarism and the penalties for violating standards of student conduct pertaining to cheating and plagiarism will be published in all schedules of classes, the college catalog, the student handbook, and the faculty handbook. Faculty members are encouraged to include the definitions and penalties in their course syllabi.

#### ~~I. Standards of Student Conduct~~

~~A. Student conduct must conform to District policy and regulations and College procedures. Violations of such regulations and procedures for which students are subject to disciplinary action include, but are not limited to, the following:~~

- ~~1. Disobedience to directions of College officials (including faculty) acting in the performance of their duties.~~
- ~~2. Violation of District rules and regulations, including those concerning student organizations, the use of District facilities, or the time, place, and manner of public expression or distribution of materials.~~
- ~~3. Various forms of dishonesty, including but not limited to:
  - ~~a. Plagiarism: Presenting another person's language (spoken or written), ideas, artistic works or thoughts, as if they were one's own;~~~~

- ~~b. Cheating: Use of information not authorized by the instructor for the purpose of obtaining a grade. Examples include, but are not limited to, notes, recordings, and other students' work;~~
  - ~~c. Furnishing false information to the District for purposes such as admission, enrollment, financial assistance, athletic eligibility, transfer, or alteration of official documents.~~
- ~~4. Forgery, alteration, or the unauthorized possession or use of District documents, records, or identification.~~
- ~~5. Unauthorized entry to or use of any District facilities.~~
- ~~6. Obstruction or disruption of District administrative functions, classes, disciplinary procedures, or any other authorized District activities.~~
- ~~7. Theft of, or damage to, property belonging to the District, a staff member of the District or a visitor to the District while at any District location or at any District sponsored event.~~
- ~~8. Theft of, or abuse of, District facilities and/or computing equipment including, but not limited to, the following:
  - ~~a. Unauthorized entry into a file to use, read, or change contents, or for any other purpose;~~
  - ~~b. Unauthorized transfer of a file;~~
  - ~~c. Unauthorized use of another individual's identification or password;~~
  - ~~d. Unauthorized use of phone or electronic devices such as FAX, modem, etc.;~~
  - ~~e. Use of computing facilities and/or equipment to interfere with the work of another student, or District employee;~~
  - ~~f. Use of computing facilities and/or equipment to send or receive obscene or abusive messages;~~
  - ~~g. Use of computing facilities and/or equipment to interfere with normal operations of the District computing system.~~~~

9. ~~Disorderly, lewd, indecent, or obscene conduct or expression on District property or at a District sponsored or supervised activity which interferes with the District's educational responsibility.~~
10. ~~Use, possession, distribution or being under the influence of alcoholic beverages, controlled substance(s) or poison(s) classified as such by Schedule D (Section 4160 of the Business and Professions Code) while at any on-District location, any off-District class site, or during any District sponsored activity, trip, or competition.~~
  - a. ~~In accordance with Section 67385.7 of the Education Code and in an effort to encourage victims to report assaults, the following exception will be made. The victim of a sexual assault will not be disciplined for the use, possession, or being under the influence of alcoholic beverages or controlled substances at the time of the incident if the assault occurred on District property or during any of the aforementioned District activities.~~
11. ~~Harassment and abuse, directed toward individuals and groups, which may include at least one of the following forms: the use or threat of physical violence, coercion, intimidation, verbal or written harassment and abuse, and unwanted physical contact of any sort.~~
12. ~~Assault or battery, abuse, or any threat of force or violence directed toward any member of the District community or any visitor.~~
13. ~~Possession, while on District property or at an off-College class site, or at a District sponsored function, of any explosives or weapons, (except by persons given permission by the Chief Executive Officer of the College or member of law enforcement agencies, acting in their official capacities).~~
14. ~~Use or possession of any article, not usually designated as a weapon, to threaten bodily harm.~~
15. ~~Use of an electronic recording or any other communications device (such as walkmans, cellular phones, pagers, recording devices, etc.) in the classroom without the permission of the instructor.~~
16. ~~The Chief Executive Officer of each College in consultation with District Officials may at any time promulgate additional rules or modify or clarify the foregoing rules.~~

B. ~~District Regulations~~

1. ~~Students are not permitted to eat or drink in classrooms.~~
2. ~~Smoking of any form of tobacco or non-tobacco products is prohibited in all District buildings, on District grounds, in all District vehicles, at any activity or athletic event and on all property owned, leased, or rented by or from the District, unless a tobacco use area has been designated (Board Policy 6230, 3230, and 4230).~~
3. ~~Gambling of any type is not permitted on District property. Recreational playing of dominos, cards or similar activities are prohibited except in a designated game or recreation areas.~~
4. ~~Dogs (with the exception of guide dogs) and other pets are not allowed on District property.~~
5. ~~Printed materials to be distributed or posted must be approved for distribution by Student Activities Office of each college. Advertisement flyers and related literature may not be distributed or placed on vehicles parked in District sites.~~
6. ~~In accordance with Sections 32050, 32051, and 32052 of the Education Code, the practice of hazing by organizations or individuals either on or off District property, is strictly prohibited.~~
7. ~~Students must be fully attired, including shoes or sandals, while in the classroom or on District property.~~
8. ~~Library books and materials must be returned in a timely manner.~~
9. ~~Use of audio equipment on the District property in public areas is restricted to personal headphones or preapproved authorized activities.~~
10. ~~Except for authorized police bicycle patrols, the riding/use of bicycles, motorcycles, or motorized vehicles is limited to paved streets or thoroughfares normally used for vehicular traffic. In addition, the riding/use of all types of skates, skateboards, scooters, or other such conveyances is prohibited on District property, except for approved activities.~~
11. ~~Only students enrolled in the Riverside Community College District are allowed to attend classes. The presence in classrooms or laboratories of unenrolled individuals is prohibited. Occasionally, visitors to classrooms may be permitted when approved by the faculty member.~~



**NOTE:** The Sections II and III on discipline and grievance procedures from current Policy 6080, titled Student Discipline and Due Process will remain in full force and effect until the new procedure 5520, titled Student Discipline Procedures has been reviewed and approved by the appropriate college constituencies and the Administration.

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy and Regulation 6080 titled Student Discipline and Due Process and adopted on 11-1-83 and amended on 5-19-98. The language in **bold italic type** is provided by RCCD staff.

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**Date Adopted:**

*(Replaces the Standards of Student Conduct  
portion of current RCCD Policy 6080)*

**BP 6200 BUDGET PREPARATION**

**References:**

Education Code Section 70902(b)(5);  
Title 5 Sections 58300 et seq.;  
The California Community Colleges Budget and Accounting Manual

**Each year, the Chancellor shall present to the Board of Trustees a budget, prepared in accordance with all applicable laws and regulations. The schedule for presentation and review of budget proposals shall comply with State law and regulations, and provide adequate time for Board review.**

~~❖ From Riverside CCD Policy 7080 titled Budget Development – Fund Balance Target~~

~~The Riverside Community College District shall employ the concept of a fund balance target in the annual budget development process. The fund balance target concept shall apply to the Unrestricted General Fund budget and shall be equal to a minimum of 5.0 percent of the sum of the projected beginning fund balance for a particular fiscal year and the estimated revenues for that year. The fund balance target amount shall be the first item funded in the budget for any fiscal year. This fund balance target concept may also be extended to other funds of the District when and where applicable~~

**Budget preparation shall meet the following criteria:**

- **The annual budget shall support the District’s strategic and educational plans;**
- **Assumptions upon which the budget is based shall be presented to the Board of Trustees for review;**
- **A schedule shall be provided to the Board of Trustees each year that includes dates for presentation of the tentative budget, required public hearing(s), Board review, and approval of the final budget. At the public hearings, interested persons may appear and address the Board of Trustees regarding the proposed budget or any item in the proposed budget;**

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**NOTE:** The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in *italic type* is additional language to consider including in this policy. The language in regular type is current Riverside CCD Policy 7080 titled Budget Development – Fund Balance Target dated 9-16-04.

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**Date Approved:**

*(Replaces current Riverside CCD Policy 7080)*

**BP 6300 FISCAL MANAGEMENT**

**References:**

Education Code Section 84040(c);  
Title 5 Section 58311

The Chancellor shall ensure that procedures are in place to assure that the District's fiscal management is conducted in accordance with the principles contained in Title 5 Section 58311 including:

- Adequate internal controls exist and are monitored;
- Fiscal objectives, procedures, and constraints are communicated to the Board of Trustees and employees;
- Adjustments to the budget are made in a timely manner;
- The management information systems provide timely, accurate, and reliable fiscal information; and
- Responsibility and accountability for fiscal management are clearly delineated.

The books and records of the District shall be maintained pursuant to generally accepted accounting principals and governmental accounting standards and the California Community Colleges Budget and Accounting Manual.

As required by law, the Board of Trustees shall be presented with the financial and budgetary conditions of the District, at least on a quarterly basis.

As required by the Budget and Accounting Manual, expenditures shall be recognized in the accounting period in which the liability is incurred and shall be limited to the amount budgeted for each major classification of accounts and to the total amount of the budget for each fund.

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**NOTE:** The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Approved:**

*(This is a new policy recommended by the CCLC and the League's legal counsel)*

**BP 6520 SECURITY FOR DISTRICT PROPERTY**

**Reference:**

Education Code Sections 81600 et seq.

**The Chancellor shall ensure that necessary procedures are in place to manage, control, and protect the assets of the District, including but not limited to sufficient security to protect property, equipment, and information from theft, loss, or significant damage.**

~~❖ From Riverside CCD Policy 7065 titled Retrieval of Overdue Materials from District Employees~~

~~The Riverside Community College District shall charge employees for the cost of materials borrowed from the District and not returned by May 15 of each year. The detailed functions of the policy on retrieval of overdue materials from district employees will be as outlined in related regulations.~~

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**NOTE:** The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in regular type is current Riverside CCD Policy 7065 titled Retrieval of Overdue Materials from District Employees adopted on 12-20-77 and amended on 10-4-83.

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**Date Approved:**

*(Replaces current Riverside CCD Policy 7065)*

**BP 7120 RECRUITMENT AND HIRING**

**References:**

Education Code 70901.2, 70902(b)(7)(d) and 87100 et seq.;  
Title 5 Sections 53000 et seq., 51023.5;  
Accreditation Standard III.1.A

**The Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.**

**An Equal Employment Opportunity plan shall be implemented according to Title 5 and Board Policy 3420.**

**Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.**

**The criteria and procedures for hiring academic employees shall be established and implemented in accordance with Board Policies and procedures regarding the Academic Senate’s role in local decision-making. (see BP 2510 titled Participation in Local Decision-Making)**

**The criteria and procedures for hiring classified employees shall be established after first affording the CSEA an opportunity to participate in the decisions under the Board’s policies regarding local decision making.**

- From Riverside CCD Policy 3001/4001 titled Employment

~~The Board of Trustees seeks to employ the best available candidates who meet the qualifications set for the position. Such employment shall be conducted in accordance with the provision of the District’s Affirmative Action Policy and all state and federal laws governing employment procedures.~~

~~Employment of personnel to positions in the District is a right reserved by the Board of Trustees. The Board authorizes the President of the College (or designee) to offer an employment contract to a prospective employee, subject to the final approval by the Board of Trustees.~~

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**NOTE:** The **bold type** signifies language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is current Riverside CCD Policy 3001/4001 titled Employment adopted on 10-1-85.

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**Date Adopted:**

*(Replaces current RCCD Policy 3001/4001)*

**BP 7150 EMPLOYEE EVALUATIONS**

**Reference:**

Accreditation Standard III.A.1.b

**All employees will periodically undergo a performance evaluation, *at prescribed intervals (See Procedure 7150).***

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**NOTE:** There does not appear to be a current Riverside CCD Policy that addresses this issue. The language in **bold** is suggested by CCLC and their legal counsel LCW. The language in ***bold italic*** is added by RCCD staff.

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**Date Approved:**

*(This is a new policy recommended by CCLC and the League's legal counsel)*



**BP 7160 PROFESSIONAL GROWTH**

**Reference:**

Accreditation Standard III.A.5

- ❖ From current Riverside CCD Policy 3080 titled Faculty Professional Growth and 4042 titled Professional Growth for Confidential Classified Employees

~~It shall be the policy of The Riverside Community College District to encourage~~ certificated faculty to continue their professional preparation through academic, scholarly and professional endeavors beyond those skills, proficiencies, and attainments presented at the time of the initial appointment in the District.

~~It shall be the policy of the Board of Trustees to—~~ **The District also** encourages confidential and classified employees to continue to develop their educational experience through academic, scholarly and professional endeavors beyond those skills, proficiencies and attainment presented at the time of initial employment with the District. **Members of management are encouraged to continue their development through academic endeavors.**

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**NOTE:** The language in regular type is current Riverside CCD Policies 3080 titled Faculty Professional Growth adopted on 12-19-78 and amended on 1-17-84 and 4042 titled Professional Growth for Confidential Classified Employees adopted 10-1-85. The language in **bold italic** is provided by RCCD staff.

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**Date Approved:**

*(Replaces current Riverside Policies 3080 and 4042)*

# DEPARTMENT CHAIR ONLINE TEACHING GUIDE

The Riverside Community College District Academic Senate recognizes its responsibility to facilitate the creation and maintenance of high quality classes in the fast-growing distance education (“DE”) field. The college prides itself with hiring excellent on-ground instructors, who are trained and experienced in (or at least have spent countless hours observing) on-ground teaching methods and techniques. Few are well prepared, however, to bring the same level of competence to DE classes. The District Academic Senate’s goal is provide resources that enable department chairs and instructors to incorporate their own discipline expertise and individual teaching methods effectively in the DE environment.

Open Campus provides training and support to establish online course structures (the 24 hour support telephone number is (866) 259-7271); however, it is also necessary for departments and disciplines to work with instructors to develop and implement effective and appropriately substantive materials and teaching methods within those structures. To do this the Academic Senate encouraged Dr. Bonnie Pavlis to publish a DE handbook, Teaching Your First Online Course, and we recommend that department chairs and disciplines work with their DE instructors to implement the ideas in that handbook. Also, Kristina Kaufman coauthored a very helpful paper on DE class effectiveness entitled: “Increasing Student Success Through Quality Assurance.”

In addition, we recommend that department chairs coordinate DE offerings with the disciplines and focus on the following three areas to help develop and promote excellence in DE instruction:

## 1) Establishing Regular Effective Contact Between Instructor and Students

Title V requires the following in Section 55211:

[C]ourses offered as distance education [must] include regular effective contact between instructor and students, through group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail, or other activities.

The Chancellor’s “Guidelines” provide the following explanation for the above Section:

[It is] the responsibility of the instructor in a DE course to initiate regular contact with enrolled students to verify their participation and performance status. [S]tudents should have frequent opportunities to ask questions and receive answers from the instructor of record.

The Academic Senate highly recommends that department chairs encourage online instructors to develop multiple methods of interaction with their students to verify participation and performance status and to interact with their students **at least twice a week** during the semester.

## **2) Developing Clear and Thorough Course Instructions**

It is not always easy to know if our on-ground students understand how we have structured our courses and how we expect our students to function within that structure. This problem is compounded in DE classes. Often the first couple of weeks of an online course are spent with students asking questions about course procedure or improperly proceeding in conformance with a prior online class structure. This results in lost learning time and in frustrated students and instructors. Department chairs and instructors should ensure that students have clear and thorough online course instructions to minimize class confusion. Also, instructors should be encouraged to interact frequently with students about class administration in the first week of each semester, and to promote discussions between students to identify and solve procedural issues.

## **3) Ensuring Appropriate Class Content**

Department chairs and instructors need to consider the differences between DE instruction and on-ground instruction for course subject matter, determine if online instruction is appropriate for that course, and, if online instruction is appropriate, consider how best to structure and implement the course. The process should begin with an analysis of the necessary student learning outcomes and coordination with the discipline. If the student learning outcomes can be achieved with a DE class, is the teacher capable of effectively implementing appropriate DE teaching methods? While fully preserving academic freedom and appreciating the value of different teaching methods, it is necessary for the department chair to determine if an instructor understands and can implement the methods that are effective in the DE environment and can incorporate those methods to enable students to address the necessary course content. The goal is not to stifle innovation or dictate specific teaching methods. Rather, the goal is to help instructors become familiar with effective DE instructional methods and encourage them to use the methods that best fit their personal styles, as well as their students' abilities and needs.

It is by knowing what needs to be taught, understanding how that can be taught online, and working to help our students effectively learn within our DE classes that our college will achieve the high quality DE instruction we need. Because DE instruction is far different from the modes of instruction most of us experienced as students, we need to take a team approach to ensure success.