

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
September 11, 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 Heidi Wills at (951) 222-8804 as far in advance of the meeting as possible.

I. Approval of Minutes - Regular Meeting of August 21, 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 – Fall Semester 2007
 - (f) Part-Time Faculty, Hourly Assignments – Summer Intersession 2007 and Fall Semester 2007
 - (g) Child Development Center Hourly Employees – Fall Semester 2007
 - (h) Department Chairs, 2007-2008 Academic Year
 - (i) Coordinator, Academic Year 2007-08
- 2. Salary Placement Adjustment
 - 3. Salary Reclassification
- 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 – 2007 Fall Semester
 - (i) Special Assignments (None)
 - 2. Professional Growth Achievement Step
 - 3. Adjust Effective Date of Non-Continuance of Categorical Funds
 - 4. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
 - 5. Separation
- 2. Purchase Order and Warrant Report -- All District Funds
- Purchase order and warrant report issued by the Business Office.
- 3. Annuities
- Amendment to employee tax shelter annuities.
- 4. Approval - Budget Adjustments (None)
- 5. Bid Awards
 - a. Award of Bid – Information Technology Building Air Conditioning Project, Riverside Campus
- Recommend awarding a bid to HP Mechanical for the Information Technology Building Air Conditioning Project.
 - b. Award of Bid – Arroyo Baseball Building Roofing Project, Riverside Campus
- Recommend awarding a bid to Best Roofing for the Arroyo Baseball Building Roofing Project.
- 6. Donations (None)
- 7. Out-of-State Travel
- Recommend approving out-of-state travel requests.

8. Grants, Contracts and Agreements
 - a. Agreement with Norman A. Traub Associates
 - Recommend approving the agreement for investigative services to be provided to the Diversity, Equity and Compliance Office.
 - b. Agreement with Atkinson, Andelson, Loya, Ruud and Romo
 - Recommend approving the agreement for investigative services to be provided to the Diversity, Equity and Compliance Office.
 - c. Agreement with Benefit Communications Services
 - Recommend approving the agreement to provide a first draft of a restated plan document for the Riverside Community College District Health Plan.
 - d. Agreement with Market-Based Solutions
 - Recommend approving the agreement to provide preparation of registration forms and the purchase of emission credits for compliance with South Coast Air Quality Management District rules.
 - e. Agreement with The Community College Foundation
 - Recommend approving the agreement to provide a coordinated work experience program for students in work related to their field of study.
 - f. Agreement with Dr. John Jang
 - Recommend approving the agreement to provide assistance and consulting services to the District's International Student Program.
 - g. Agreement with Los Angeles Community College District
 - Recommend ratifying the agreement to provide for licensing of 4faculty.org modules and resources.
 - h. Agreement with San Bernardino Hilton
 - Recommend approving the agreement to provide meeting space and banquet services for the Desert Regional Consortium meetings.

- i. Agreement with Riverside Marriott
 - Recommend approving the agreement to provide meeting space and banquet services for Occupational Education retreats.

- j. Agreements with San Bernardino County Workforce Development and Riverside County Economic Development Agency
 - Recommend approving the agreements to provide executive summaries of labor market data for the Tech Prep Collaborative.

- k. Agreement with Riverside City and County Public Library
 - Recommend approving the agreement to provide a facility for in-service training workshops for the Foster and Kinship Care Education program.

- l. Agreements for Foster and Kinship Care Education Program Workshops
 - Recommend approving the agreements to provide facilitators for Foster and Kinship Care Education workshops.

- m. Agreement with Astro (Asia) Network
 - Recommend approving the agreement to provide event management and marketing services on behalf of the Statewide Strategic HUB, Centers for International Trade Development in Thailand.

- n. Consultant Agreement with Los Rios Community College District
 - Recommend ratifying the agreement to provide event management and marketing services on behalf of the Statewide Strategic HUB, Centers for International Trade Development in Northern and Central California.

- o. Agreement with U.S. Department of Commerce, International Trade Administration
 - Recommend approving the agreement to provide event management and marketing services on behalf of the Statewide Strategic HUB, Centers for International Trade Development in China and Vietnam.

- p. Agreements for Harassment Prevention Training Classes
- Recommend ratifying the agreements to provide harassment prevention training classes.
- q. Pulled
- r. Agreement with Timberland
- Recommend ratifying the agreement to provide a vocational English as a second language/lean processing class.
- s. Agreement with Moreno Valley Conference and Recreation Center
- Recommend approving the agreement to provide a facility for the Veterans Economic and Business Development Summit hosted by the Procurement Assistance Center.
- t. Agreements for the RCC Marching Band 2007 Fall Field Show
- Recommend approving the agreements to provide written musical parts for various arrangements.
- u. Agreements for Performance Riverside Productions
- Recommend approving/ratifying the agreements to provide scenic set rental, wardrobe mistress and stage managing services.
- v. Agreement with Sarah Stevenson
- Recommend ratifying the agreement to provide research on arts assessment, student learning and curriculum models for the Riverside School for the Arts program.
- w. Sub Award Agreement with the Regents of the University of California
- Recommend ratifying the agreement to provide funding for services, materials and support to RCC teacher preparation students.

- x. First Amendment to the Agreement with County of Riverside Community Health Agency
 - Recommend ratifying the amendment to the agreement to extend the term of the original agreement and amend the administrative fees to provide outreach information concerning Medi-Cal eligibility to Children Center families and adult students.

- y. Agreements for the Library and Resource Centers
 - Recommend ratifying the agreements to provide maintenance, software support, and licensing for various equipment and software in the Library and Resource Centers.

- z. Affiliation Agreement with Mission Family Medical Group
 - Recommend approving the agreement to provide a clinical training site for the physician assistant program.

- aa. Agreement with Regina Pulley
 - Recommend approving the agreement to provide specialized services needed for the training and education of physician assistant students.

- bb. Pulled

- cc. Agreement with Ray Birge and Associates
 - Recommend approving the agreement for Organizational Climate Analysis to be provided to the Diversity, Equity and Compliance Office and College Safety and Police.

- dd. Contract with the Chancellor of the California Community Colleges – Chancellor’s Offset Tax Offset Program (COTOP)
 - Recommend approving a contract for participation in the Chancellor’s Office Tax Offset Program (COTOP).

Recommended Action: Request for Approval and Ratification

9. Other Items

- a. Surplus Property
 - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000 and authorizing the property be consigned to be sold on behalf of the District.
- b. Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation – Resolution No. 3-07/08
 - Recommend adopting a resolution establishing the District’s 2007-2008 Gann Limit for the District.

Recommended Action: Request for Approval

B. Information

- 1. CCFS – 311Q – Quarterly Financial Status Report for the Quarter Ended June 30, 2007
 - Informational report relative to the District’s financial status for the period ending June 30, 2007.

Information Only

VI. Board Committee Reports

A. Teaching and Learning

- 1. Agreement with Full Capacity Marketing, Incorporated
 - Recommend approving the agreement to receive funds to promote the statewide Center for Applied Competitive Technologies.
- 2. Agreement with Riverside County Training Officer’s Association
 - Recommend approving the agreement to provide fire technology training at The Ben Clark Public Safety Training Center.

Recommended Action: Request for Approval

B. Resources Committee

- 1. Rescission of Approved Dates for the 2007-2008 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates
 - Recommend approving rescinding the availability date for public inspection of the 2007-2008 Budget and rescinding the date for Public Hearing and Adoption of the 2007-2008 Budget,

recommend announcing that the proposed 2007-2008 Budget will be available for public inspection beginning October 9, 2007, and that a public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 16, 2007, to be followed by the adoption of the 2007-2008 Budget.

2. Approval of Agreement to Provide ATM Services to Riverside, Moreno Valley, and Norco Campus
 - Recommend approving the agreement with Wells Fargo Bank to provide ATM services to Riverside, Moreno Valley, and Norco Campuses.
3. Phase III-Norco/Industrial Technology Project – Information Technology Design Services Agreement
 - Recommend approving an agreement to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings relative to the Phase III-Norco/Industrial Technology Project.
4. Phase III-Norco/Industrial Technology Project – Labor Compliance Service Agreements
 - Recommend approving two (2) agreements for labor compliance oversight/monitoring relative to the Phase III-Norco/Industrial Technology Project.
5. Phase III-Norco/Industrial Technology Project – Multiple Prime Construction Management Agreement – ProWest Constructors
 - Recommend approving an agreement to provide Multiple Prime Construction Management Services for bid preparation, bidding, construction, and building commissioning relative to the Phase III-Norco/Industrial Technology Project.
6. Nursing/Sciences Building Project – Amendment to Design Services Agreement
 - Recommend approving an amendment to a professional services agreement relative to the Riverside City College Nursing/Science Building Project.
7. Sublease Agreement with the County of Riverside Economic Development Agency for the Culinary Academy
 - Recommend approving a sublease agreement relative to the Culinary Academy.

Recommended Action: Request for Approval

C. Planning Committee

1. Riverside Aquatics Center at Riverside City College
- Recommend approving \$5 million from Measure C funds and the development of a joint use agreement for an Aquatic Center.
Recommended Action: Request for Approval

D. Governance Committee

1. Updated Board Policies Pertaining to the Prohibition of Harassment and to Instructional Services Fees, and New Board Policies Regarding Equal Employment Opportunity and Commitment to Diversity – First Reading
- Recommend accepting Policies 3420, 3430, 4630 and 7100 for first reading.
Recommended Action: Accept for First Reading
2. Board of Trustees Agendas – Enhancing Policy Making
- Recommend approving streamlining of Board of Trustees’ agendas and delegations of authority to be hand carried to the meeting.
Recommended Action: To be Determined

- E. Board of Trustees Committee Meeting Minutes
- Recommend receipt of minutes from the August 14, 2007 Board of Trustees Teaching and Learning and Resources 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

X. Closed Session

- Pursuant to Education Code Section 72122, consideration of action in student matter, Complaint #1535367659.

Recommended Action: To be Determined

- Pursuant to Government Code Section 54957.6, conference with District labor negotiator, regarding unrepresented employee: Interim Chancellor.

Recommended Action: To be Determined

- 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 AUGUST 21, 2007

President Figueroa called the regular meeting of the Board CALL TO ORDER of Trustees to order at 6:01 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College.

Trustees Present

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

Trustees Absent

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

Staff Present

Dr. James L. Buisse, Interim Chancellor
Mr. Aaron Brown, Interim 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. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Dr. Linda Lacy, Interim President, Riverside City College
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Lisa Conyers, Vice President, Academic Affairs, Moreno Valley Campus
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College

Dr. Conyers led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

President Figueroa opened the public hearing at 6:04 p.m. for comments. Hearing none, the public hearing was closed at 6:05 p.m.

PUBLIC HEARING – RIVERSIDE
COMMUNITY COLLEGE CLASSIFIED
EMPLOYEES, CHAPTER #535,
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION INITIAL PROPOSAL
TO REOPEN NEGOTIATIONS

Ms. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees consider Item IX-A following the Chancellor's Reports. Motion carried. (5 ayes)

AGENDA AMENDED

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meeting of June 18, 2007. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL
MEETING OF JUNE 18, 2007

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

MINUTES OF THE REGULAR MEETING OF JUNE 19, 2007

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the resolution commemorating Director and Professor Emerita Tilton's contributions to Riverside Community College District on the occasion of her 90th birthday. Motion carried. (5 ayes)

CHANCELLOR'S REPORTS

Resolution of the Board of Trustees of the Riverside Community College District Honoring Director and Professor Emerita Army Tilton – Resolution No. 2-07/08

The Board of Trustees presented Professor Emerita Tilton with the resolution recognizing her contributions to the District, along with a bouquet of flowers.

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the Facilities Recognition Committee's recommendation to name the new tennis courts facility as the Fran Bushman Tennis Complex. Motion carried. (5 ayes)

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

Mr. Parsons introduced Dr. George Belows, Chair of the Committee, who presented the annual report, who also introduced fellow committee members who were present: Mr. Peter Cervantes Mr. Jamil Dada, Ms. Cynthia Urrutia.

BUSINESS FROM BORD MEMBERS

Citizen's Bond Oversight Committee 2006/07 Annual Report

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

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 1)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$24,400,061 and District Warrant Claims totaling \$15,044,523; (Appendix No. 2)

Purchase Order and Warrant Report – All District Funds

Approve Amendment to Employment Contracts and Terminations as listed; (Appendix No. 3)

Annuities

Grant out-of-state travel as listed; (Appendix No. 4)

Out-of-State Travel

Ratify the agreement, in an amount not to exceed \$10,000.00, from July 1, 2007 to June 30, 2008, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the Agreement;

Agreement Between Community College League of California and The Riverside Community College District for Consulting Services

Approve the agreement, from July 1, 2007 to June 30, 2008, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with the Riverside County Superintendent of Schools

Approve entering into an agreement for services, from July 1, 2007 to June 30, 2008, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement for Services – Murdoch, Walrath & Holmes

Approve the agreements, from September 1, 2007 to August 31, 2008, for ground support services at the Head Start sites on the Moreno Valley and Norco Campuses, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Renewal of Agreements with Riverside County Superintendent of Schools

Approve the agreements, from November 29, 2007 to December 2, 2007, May 22, 2008 to May 25, 2008, and April 25, 2008 to April 27, 2008, for the amounts not to exceed \$491.50, \$434.00, and \$434.00, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with Dramatists Play Service, Inc.

Ratify the agreement, from July 1, 2007 to June 30, 2008, for a variable amount based on the agreement, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with First Congregational Church of Riverside

Approve the agreement, from September 4, 2007 to October 28, 2007, for an amount not to exceed \$2,500.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Michael Skidule

Ratify the agreement, from July 18, 2007 to June 1, 2008, for \$1,200.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Julie Lamoureux

Approve the agreement, from August 22, 2007 to June 30, 2008, for \$6,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Kerry Jones

Approve the agreement, from October 3, 2007 to December 16, 2007, for \$1,200.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Christopher Rance Leonard

Ratify the agreements, from July 21, 2007 to September 23, 2007, July 23, 2007 to September 21, 2007, and August 23, 2007 to September 24, 2007, for \$5,000.00, \$4,000.00, \$2,200.00, and \$2,000.00, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for Performance Riverside Production of "West Side Story"

Approve the agreement, from December 3, 2007 to December 4, 2007, for \$2,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Paul Jacques

Approve the agreement, from September 14, 2007 to November 18, 2007, for \$5,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Scott T. Smith

Approve the agreement, for October 4, 2007, for \$3,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Theatrical Services, Inc.

Ratify the agreements, from August 12, 2007 to December 15, 2007, for \$225.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with City of Riverside/Arts and Culture Development Department

Approve the Memorandum of Understanding, from August 22, 2007 to June 30, 2008, for an amount not exceed \$20,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the memorandum;

Memorandum of Understanding with San Bernardino Community College District

Approve the agreement, for November 1 and 2, 2007, for an amount not to exceed \$8,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Humphrey's Half Moon Inn and Suites

Approve the agreement, for December 6 and 7, 2007, for an amount not to exceed \$8,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Palm Mesa Resort

Approve the agreement, for October 26, 2007, for an amount not to exceed \$3,600.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Hilton San Bernardino

Approve the agreement, from September 1, 2007 to August 31, 2007, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Corona-Norco Unified School District

Approve the agreement, for August 22, 2007 to August 21, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Hidden Valley Golf Club

Ratify this Memorandum of Understanding, from July 1, 2007 to June 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the memorandum;

Memorandum of Understanding with The OASIS Perris Youth Opportunity Center

Ratify this agreement, from July 1, 2007 to June 30, 2008, for an amount not to exceed \$5,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with The Counseling Team International

Ratify the amendment, for June 21, 2006 until terminated, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment;

Amendment to Agreement with Arrowhead Regional Medical Center

Approve the agreement, from August 22, 2007 until terminated, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement;

Agreement with Bowers Companies and Pacific Ambulance Service

Approve the agreement, from September 1, 2007 to August 31, 2008, at a cost not to exceed \$19,300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with 24-Hour Fitness, USA, Inc.

Ratify the renewal of a grant agreement, from July 1, 2007 to June 30, 2008, for \$69,910.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement for Nuview Bridge Early College High School

Approve the agreements, from September 1, 2007 to August 31, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Affiliation Agreements for the Physician Assistant Program

Ratify the amendment, from April 2, 2007 to June 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment;

Amendment to the Agreement with Pacific Coachworks

Ratify the agreement, from July 11, 2007 to June 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Pacific Coachworks

Ratify the agreement, from July 23, 2007 to October 31, 2007, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with 2 Sisters Food Group Incorporated

Approve the agreement, from August 22, 2007 to December 31, 2007, for up to \$5,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with International Tour and Travel Management, Incorporated

Approve the agreement, from September 1, 2007 to June 30, 2008, for an amount not to exceed \$11,400.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with ERS Consulting Services

Ratify the amendment to the agreement, from January 25, 2006 to June 30, 2008, for \$5,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment;

Amendment to the Agreement with Glenn Doolittle, Jr.

Authorize each Trustee and the listed District Administrators to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders and grant documents; authorize the listed District administrators to sign listed documents as designated; (Appendix No. 5)

Signature Authorization

Declare the property listed to be surplus; find 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, by unanimous vote;

Surplus Property

Accept the Cosmetology Plumbing Upgrade 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 - Cosmetology Plumbing Upgrade Project

Approve using the California Multiple Award Schedules (CMAS) contracts, to purchase equipment, in the amount of \$229,125.00 for the Innovative Learning Center Preschool project using the current Measure C project budget;

Purchase Using California Multiple Award Schedules

Approve using the General Services Administration (GSA) contracts, to purchase equipment from Spinitar, in the amount of \$697,323.00, for the Innovative Learning Center Preschool project using the current Measure C project budget;

Purchase Using General Services Administration

Approve using the General Services Administration (GSA) contracts, to purchase equipment from

Purchase Using General Services Administration

Spinitar, in the amount of \$99,914.00, for the Norco Little Theatre Lecture Hall, using State Instructional Equipment funds;

Approve using the Western States Contracting Alliance contract #A63308 to purchase Gateway Computers and equipment, as needed, for District departments as per the terms of the Master Price Agreement, from September 1, 2007 to August 31, 2009.

Purchase Gateway Computers and Equipment Using Western States Contracting Alliance, Master Price Agreement

Motion carried. (5 ayes)

Information

In accordance with Board Policy 1042, the Chancellor has accepted the resignations of Mr. John Pietro, Associate Professor, Mathematics, with June 7, 2007 as the last day of employment; Ms. Lori Aldana, Community Relations/Major Events Coordinator, effective July 31, 2007, for personal reasons; Mr. Martin Garcia Rincon, Assistant Grounds Manager, effective August 15, 2007, for personal reasons, Mr. Robert Gurrola, Director, Design and Construction, effective July 30, 2007, for career advancement; Mr. Donald Janes, Maintenance Mechanic, effective October 31, 2007 (adjusted from original date of December 31, 2007), for retirement; Ms. Martha Jasso, Reading Paraprofessional, effective August 9, 2007, for career advancement; Ms. Kathleen Rowley, Grants Writer, effective July 13, 2007, for personal reasons; Ms. Alta Vasquez, Instructional Support Specialist, effective August 10, 2007, for personal reasons; Ms. Kellie Wells, Clerk Typist, effective August 30, 2007, for career advancement.

Separations

BOARD COMMITTEE REPORTS

Teaching and Learning

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees ratify the Memorandums of Understanding, from July 1, 2007 to June 30, 2008, for amounts estimated at \$128,145.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the memorandum. Motion carried. (5 ayes)

Memorandum of Understanding with College of the Desert and Palo Verde Community College District

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve use of the work study agreement, from July 1, 2007 to June 30, 2008, and authorize the Associate Vice Chancellor, Workforce Development, to sign the individual work study agreements for CalWORKs eligible students. Motion carried. (5 ayes)

CalWORKs Work Study Agreement with Employer

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the agreement with California Community Colleges Chancellor's Office, from July 1, 2007 to June 30, 2008, in the amount of \$144,100.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with California Community Colleges Chancellor's Office for the CalWORKs Program

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement, from August 22, 2007 through June 30, 2012, for an estimated amount of \$22,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with North County Vending, Inc.

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement, from August 22, 2007 to June 30, 2008, for an amount not to exceed \$32,500.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Doris Griffin

This item was withdrawn from consideration.

Agreement with Turbo Data Systems, Inc.

Resources

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees approve Resolution No. 1-07/08, Authorizing Participation in the San Diego County Office of Education Fringe Benefit Consortium 403(b) Plan, including the Master Vendor List. Motion carried. (5 ayes)

Resolution Authorizing Participation in the San Diego County Office of Education Fringe Benefit Consortium 403(b) Plan, including the Master Vendor List – Resolution No. 1-07/08

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees, approve the budget augmentation for the Phase III Norco/Industrial Technology Project, and authorize the use of Measure C funds, in the amount of \$7,868,826.00. Motion carried. (5 ayes)

Phase III Norco/Industrial
Technology Project – Final Project
Budget Approval

Governance

Ms. Blumenthal, seconded by Mr. Medina, moved that the Board of Trustees approve Policies 3518, 5030, and 5200. Motion carried. (5 ayes)

Updated Board Policies Pertaining
to Fees, Student Health Services
and New Board Policy Regarding
Child Abuse Reporting

The Board received for information the minutes from the June 12, 2007 Board of Trustees Teaching and Learning, Planning, Resources, and Governance Committee Meetings.

Board of Trustees Committee Meeting
Minutes

Dr. Sharon Crasnow, Academic Senate President for the Norco Campus, introduced herself, and Dr. Richard Mahon, President of the Academic Senate for Riverside City College, announced that the State Academic Senate would be meeting at Riverside City College on September 21, 2007 and extended an invitation to the Board members to attend.

ACADEMIC SENATE REPORTS

Board President Figueroa briefed the Board regarding the status of the Chancellor search, indicating that solicitation letters went out inviting search firms to submit proposals for the Board to consider.

Chancellor Search

Mr. Medina asked that the Governance Committee look into the pro's and con's of adding representatives from the Norco/Corona and Moreno Valley communities to the Board.

Request by Board Member

The Board adjourned to closed session at 7:51 p.m. to discuss liability claims, pursuant to Government Code Section 54956.95; Raeleen Witt, a minor by and through her Guardian ad Litem, Colleen Whitt and Vernon Whitt, an individual, vs. Riverside Community College District, and pursuant to Government Code Section 54957, public employee, discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session, with no action reported, and adjourning the meeting at 8:45 p.m.

RECONVENED/ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: September 11, 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>Term of Appointment</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS TBA	Dean of Instruction	TBA-06/30/07	TBA
RIVERSIDE CITY COLLEGE TBA	Vice President, Student Services	TBA-06/30/07	TBA

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

Fall Semester 2007

The individuals specified on the attached list.

f. Part-Time Faculty, Hourly Assignments

Summer Intersession 2007

<u>Name</u>	<u>Subject</u>
Melissa Baldwin	Chemistry
Nino Giornalista	Telecommunications

Fall Semester 2007

The individuals specified on the attached list.

Report No.: V-A-1-a

Date: September 11, 2007

Subject: Academic Personnel

1. Appointments – cont.

g. Child Development Center Hourly Employees

Fall Semester 2007

<u>Name</u>	<u>Position</u>
Carroll, Ashontis	Associate Teacher, Hourly
Chavez, Susan	Associate Teacher, Hourly
Kelley, Brenda	Associate Teacher, Hourly
Ku, Yung	Associate Teacher, Hourly
Medina, Gloria	Associate Teacher, Hourly
Randall, Tiffany	Associate Teacher, Hourly
Rangel, Antoinette	Master Teacher, Hourly
Sandoval, Danielle	Pre-school Associate Teacher, Hourly
Shanahan, Sarah	Associate Teacher, Hourly
Uribe, Yolanda	Associate Teacher, Hourly
Zepeda, Laura	Associate Teacher, Hourly

h. Department Chairs, 2007-2008 Academic Year

Revision to list submitted/approved by the Board of Trustees on June 19, 2007:

RIVERSIDE CITY COLLEGE

<u>Department</u>	<u>Chair</u>	<u>Stipend</u>
Behavioral Sciences	Barbara Hall (replacing Jan Schall)	100%

i. Coordinator, Academic Year 2007-08

<u>Name</u>	<u>Activity</u>
Fen Johnson	Mathematics Lab (replacing James Namekata)

2. Salary Placement Adjustment

At their meeting of August 21, 2007, the Board of Trustees approved the appointment of the following faculty members. The employees have provided appropriate verification of experience and/or coursework completed that will affect their salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty members listed below, effective during the 2007-08 academic year.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Rebecca Kessler	D-3	D-6
Laura Vasquez	C-2	D-6

Report No.: V-A-1-a

Date: September 11, 2007

Subject: Academic Personnel

3. Salary Reclassification

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

It is recommended the Board of Trustees grant salary reclassification to the following faculty member effective October 1, 2007:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
William Phelps	G	H

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: September 11, 2007

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

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

b. Management/Supervisory – Categorically Funded

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

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

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

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT TBA	Campus Campaign Specialist	TBA	TBA	TBA
TBA	Occupational Education Specialist	TBA	TBA	TBA
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

e. Professional Experts
(None)

Subject: Classified Personnel

1. Appointments – Continued

f. Short Term

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

g. Temporary as Needed Student Workers

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

h. Community Education Program – 2007 Fall Semester

The following Professional Expert Presenters, indicated below, will present a Community Education Program from September 1, 2007 through December 31, 2007:

<u>Expert/Presenter</u>	<u>Program</u>
Lilian Godone-Maresca	Home schooling
Dennis Rogers	Baseball

i. Special Assignments

(None)

2. Professional Growth Achievement Step

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

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

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

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

Subject: Classified Personnel

3. Adjust Effective Date of Non-Continuance of Categorical Funds

At its meeting of June 19, 2007, the Board of Trustees approved the non-continuance of categorical funds for Ms. Trinette Briggs, Talent Search Director, effective August 31, 2007. Due to the extension of grant funding for the Educational Talent Search Program, the District is requesting Ms. Briggs to continue employment;

It is recommended the Board of Trustees approve continued employment for Ms. Briggs, Talent Search Director, up until the end of the workday of November 30, 2007.

4. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act.

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

<u>Name</u>	<u>Title</u>	<u>Effective</u>
William Middlesworth	Officer, Safety and Police	August 31, 2007

5. Separation

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

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

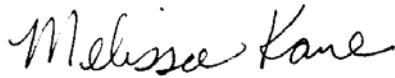
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Michael Schramm	Maintenance Helper	September 5, 2007	Personal

Report No.: V-A-1-b

Date: September 11, 2007

Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



James L. Buysse
Interim Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:



Linda Lacy
Interim President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs



Brenda Davis
President, Norco Campus



Aaron Brown
Interim Vice Chancellor, Administration
and Finance



Irv Hendrick
Interim President, Moreno Valley Campus

Debbie DiThomas
Interim Vice Chancellor, Student Services/Operations

Serving on screening/interviewing Committee (Summer 2007)

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

- Carla Stoabs – Total of 15 hours
- Fabian Biancardi – Total of 1.5 hours
- Jose Duran – Total of 5 hours
- Rebecca Loomis - – Total of 4 hours
- Ann Pfeifle – Total of 3 hours
- Gregory Elder – Total of 2.5 hours
- Maria Pacheco – Total of 7 hours

Serving on Appeal Hearing Committee (Summer 2007)

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

- Doug Beckstrom - Total of 4 hours

Title V Cooperative Grant (Summer 2007)

- Gabriela Gamiz – Paid as lump sum upon completion in the amount of \$1000.00

Title V Cooperative Grant (Fall 2007)

- Gabriela Gamiz – Paid as lump sum upon completion in the amount of \$4000.00

Stipend for use of online materials (Fall 2007)

- Patricia Smith – Paid as lump sum upon completion in the amount of \$200.00
- Richard Mahon – Paid as lump sum upon completion in the amount of \$200.00
- Charlie Richard – Paid as lump sum upon completion in the amount of \$100.00
- Kristina Kauffman - Paid as lump sum upon completion in the amount of \$500.00

Reading Workshops in NVN-50 Classes (Fall 2007)

Reading workshops covering reading skills (i.e. surveying, how to read a chapter) to students in NVN-50. Aligning and utilizing NVN-50 textbook and course syllabi. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Linda Stonebreaker - Total amount to be paid not to exceed \$215.88

Basic Skills Research (Fall 2007)

Conduct research relating to students enrolled in basic skills courses at the Norco Campus.

- Grey Aycock – Paid as lump sum upon completion in the amount of \$9714.60

Title V (CAP) City Campus – Department Coordinator (Fall 2007)

Coordinate duties may include assisting w/curriculum development for pre-collegiate courses such as curriculum redesign modular curriculum, assessment and evaluation, supplemental course instruction, syllabi revision, learning community development, alternative teaching/learning approaches, participate in off-campus site visits, identifying professional development needs and serve as a facilitator between the CAP program, departments and disciplines to ensure communication and identify department needs as they relate to pre-collegiate courses.

- Doug Bowen – Paid as lump sum upon completion in the amount of \$1000.00

Ujima Project (Fall 2007)

Provide coordination and organization, leadership for the Ujima Activities for Fall 2007.

Don Wilcoxson – Paid as lump sum upon completion in the amount of \$2500.00

Specialized Tutorial Support Services (Fall 2007)

Providing specialized tutoring to dental hygiene students. Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.

Debra Gerger - Total amount to be paid not to exceed \$901.60

Nicole Snitker - Total amount to be paid not to exceed \$1758.12

Teacher Preparation Title V Grant (Fall 2007)

Coordinating Supplemental Instruction Program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kathy Nabours - Total amount to be paid not to exceed \$564.10

VirLynn Burton - Total amount to be paid not to exceed \$564.10

Curtis Cochran - Total amount to be paid not to exceed \$564.10

Kenneth Cramm - Total amount to be paid not to exceed \$564.10

Mary Legner - Total amount to be paid not to exceed \$564.10

Kathleen Sell - Total amount to be paid not to exceed \$564.10

Heather Smith - Total amount to be paid not to exceed \$564.10

Leo Truttmann - Total amount to be paid not to exceed \$564.10

Kristi Woods - Total amount to be paid not to exceed \$564.10

Cynthia Morrill - Total amount to be paid not to exceed \$564.10

Teacher Preparation Title V Grant (Fall 2007)

Faculty member will develop curriculum to support the 2nd annual Teacher Preparation college math championship. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Curtis Cochran - Total amount to be paid not to exceed \$564.10

Faculty Internship Project (FIP) Mentor (Title V) (Fall 2007)

Serve as faculty mentor for FIP 2007-2008 interns during the Fall 2007 semester.

James Namekata – Paid as lump sum upon completion in the amount of \$1500.00

Diane Marsh – Paid as lump sum upon completion in the amount of \$1500.00

Ann Pfeifle – Paid as lump sum upon completion in the amount of \$1500.00

Jeff Rhyne – Paid as lump sum upon completion in the amount of \$1500.00

Frankie Moore – Paid as lump sum upon completion in the amount of \$1500.00

Maria Pacheco – Paid as lump sum upon completion in the amount of \$1500.0

Faculty Internship Workgroup (Title V) (Fall 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

Teacher Preparation Title V Grant (Fall 2007)

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

Deborah Smith - Total amount to be paid not to exceed \$451.28

Middle college high school enrollment and data support coordination. (Fall 2007)

Coordinate enrollment and learning outcomes data for MCHS program faculty and staff.

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

Tom Hale - Total amount to be paid not to exceed \$7800.00

Faculty Diversity Recruitment Project (Phase I) (Fall 2007)

Develop recruitment strategies and processes to increase the diversity of faculty applicant pools within the District. Will include developing a presentation that articulates District's support for faculty diversity. Will also develop a network of contacts and relationships with local and national minority organizations and institutions of higher education. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

LaNeshia Judon - Total amount to be paid not to exceed \$1349.25

Rogelio Ruiz - Total amount to be paid not to exceed \$1349.25

Don Wilcoxson - Total amount to be paid not to exceed \$1349.25

Renaissance Scholars Program (Fall 2007)

Assist in hiring of student staff, recruits students for the program. Chairs meetings for the Renaissance Program. Records/distributes meeting minutes, assist in the preparation of campus/district reports, graduation recognition program.

James Banks – Paid as lump sum upon completion in the amount of \$2500.00

NAME	SUBJECT
Acharya, Surekha	Anthropology
Alexander, Sharon	Nursing
Aljord, Huda	Arabic
Almquist, David	Physical Education
Amodeo, Margaret	Counseling
Andacheh, Khalil	Sociology
Anderson, Kimberly	Nursing
Anderson, Kristine	English
Anguiano, Joe	English
Arguelles, Rudolph	Physical Education
Avila, Patricia	Counseling
Aycock, Gregory	Counseling
Bader, Melissa	English
Baker, David	Sociology
Banks, James	Work Experience
Barboza, Matthew	Computer Applications Technology/CIS
Beck, Rex	Business Administration
Beckstrom, Douglas	Dental Hygiene
Bernier, Daniel	Chemistry
Bhatia, Shailesh	Computer Information Systems
Biancardi, Fabian	Political Science
Blair, Scott	Astronomy
Boelman, Peter	Economics
Bonzoumet, Nikki	Physical Education
Bowen, Douglas	English as a Second Language
Brewster, Steven	Library Services
Brockenbrough, Celia	Library Services
Brown, Amanda	Mathematics
Brown, Ellen	Counseling
Brown, Jami	Sociology
Brown, Timothy	Reading
Broyles, Larisa	Anthropology
Burchett, Gregory	Biology
Burnett, Sarah	Early Childhood Education
Campbell, Dorothy	Spanish
Casolari, Amber	Economics
Cazares, Deborah	Early Childhood Education
Chaks, Michael	Accounting
Cheney, James	Physics
Chenoweth, Rita	Dance
Chiek, Veasna	Mathematics
Christiansen, Jill	Nursing

NAME	SUBJECT
Chung, Elisa	Mathematics
Clark, Ross	Graphics Technology
Cluff, Michael	English
Colucci, Marie	Nursing
Coverdale, John	Computer Information Systems
Cramm, Kenneth	Mathematics
Cregg, James	Computer Information Systems
Cryder, Michael	Anatomy and Physiology
Curtis, Peter	Music
Daddona-Moya, Michelle	Physical Education
Dassow, Arturo	Counseling
Davin, Richard	Sociology
Dean, Leslie	Geography/Physical Science
DeGuzman, Joseph	Mathematics
DiBenedetto, Tamra	English
Dierdorff, Joanne	Dance
Duran, Jose	Business Administration/Marketing
Dyogi, Damianita	Nursing
Elton, William	Physical Education
Fawson, Evangeline	Nursing
Fontaine, Robert	Emergency Medical Services
Fontana, Sandra	American Sign Language
Frewing, Janet	Mathematics
Friedrich Finnern, Teresa	Biology
Galicia, Felipe	Biology
Garcia, Carlos	Engineering
Garcia, Hayley	Library Services
Gibbs, Travis	Psychology
Gobatie, Cynthia	Philosophy
Haghighat, Dariush	Political Science
Haines, Mark	Dance
Hall, Barbara	Anthropology
Hall, Lewis	Computer Information Systems
Haugh, Judy	Counseling
Havener, Kathy	Nursing
Herrick, Scott	Microbiology
Herzig, Paul	Computer Information Systems
Heyde, Marilyn	Dental Hygiene
Hitchcock, Dominique	French
Horn, Stephen	Art
Huerta, Gloria	Nursing
Hulshof, Lidia	Dental Assisting

NAME	SUBJECT
Humble, Dina	Music
Hunt, Glenn	Mathematics
Indermuehle, Denise	Nursing
Ishihara, Chie	Business Administration
Jackson, Henry	Welding Technology
Jew, Robert	Art
Jiang, George	English as a Second Language
Jimenez, Gary	Counseling
Johnson, Brian	Mathematics
Judon, LaNeshia	Business Administration/Paralegal Studies
Julian, Jodi	Theater Arts
Keiser, Terry	Graphics Technology
Kelly, Kathryn	Spanish
Kime-Hunt, Ellen	Chemistry
Kinser, Anita	Nursing
Knecht, Jasminka	Music
Kobzeva-Herzog, Elena	Spanish
LaCava, Wilma	Nursing
Lange, Mary	Nursing
Legner, Mary	Mathematics
Lehr, Mark	Computer Information Systems
Leifer Hartston, Gloria	Nursing
Leon, Ralph	Mathematics
Lesch, Jacqueline	Library Services
Lesser, Donna	Dental Hygiene
Lewis, Mark	Speech Communication
Locke, Gary	Music
Loomis, Rebecca	Anatomy and Physiology
Lowden, Clara	Physical Education
Lowry, Stephanie	Nursing
MacDougall, Diana	American Sign Language
Mahon, Richard	Academic Senate
Makin, Deborah	Political Science
Marsh, Diane	Chemistry
Mason, Dayna	Art
Matsos, Peter	Psychology
Mayse, Kevin	Music
McCarron, James	Physical Education
McLeod, Scott	Computer Information Systems
McQuead, Michael	Computer Information Systems
Mendoza, Gabriela	Mathematics
Mercado, Rosario	Spanish

NAME	SUBJECT
Metcalfe, Kim	Early Childhood Education
Middleton, Delores	Physician Assistant
Moncrieff, Melvin	Nursing
Moore, Barbara	Biology/Microbiology
Moore, Paul	Library Services
Morales, Gerber	Mathematics
Mowrey, Jodi	American Sign Language
Nabours, Kathy	Mathematics
Namekata, James	Mathematics/Physical Education
Nelson, David	Theater Arts
Nelson, Lee	Nursing
Nollette, Christopher	Emergency Medical Services
O'Connell, Paul	Automotive Technology
Ogata, Lorraine	Reading
Olaerts, Ana Marie	Speech Communication
O'Neill, Terrence	Physics
Ortega, Daniel	Counseling
Osgood-Treston, Brit	English
Pardee, Ronald	Business Administration/Marketing/Management
Parker, Alfred	History
Parks, Jason	Mathematics
Perhamus, Judith	Computer Information Systems
Pessah, Samuel	Italian/Spanish
Pfenninger, Michele	English
Phelps, William	Geology
Prior, Robert	Mathematics
Quinto-MacCallum, Bonavita	Spanish
Reible, Carla	English as a Second Language
Reid, Miguel	English as a Second Language
Reimer, Kimberly	Nursing
Reyes, Ernesto	Mathematics
Richard, Charles	Music
Ries, Richard	Mathematics
Rocco, Christopher	Humanities
Rodman, Richard	Automotive Technology
Rogers, Dennis	Physical Education
Romero, Clarence	Psychology
Rosario, John	Biology
Rowe, Phyllis	Nursing
Ruiz, Rogelio	Mathematics/Physical Education
Salcedo, Fernando	Spanish
Sanchez, Marc	Mathematics

NAME	SUBJECT
Sarkis, Rosemarie	Spanish
Saxon, Kathleen	Mathematics
Schall, Janice	Sociology
Schinke, Ward	Political Science
Schutte, Donna	Nursing
Sigloch, Steven	Physical Education
Sinigaglia, Nicholas	Philosophy
Skiba, Karin	Art
Slocum, David	Automotive Technology
Smith, Deborah	Mathematics
Smith, Heather	Biology
Smith, John	Physical Education
Somasundaram, Sivajah	Mathematics
Spangler, Jason	Senior Citizen Education
Stafford, Paula	Physician Assistant
Stearns, Frank	Accounting
Sternburg, Charles	Anatomy and Physiology
Stevens, Walter	Theater Arts
Stone, Sylvia	Nursing
Suzuki, Takashi	Japanese
Synodinos, Dimitrios	Political Science
Tedesco, August	Telecommunications
Thetford, Teresa	Physician Assistant
Thomas, James	Construction Technology
Thompson, Oliver	Administration of Justice
Tjandra, Margaret	English as a Second Language
Torre, Sandra	Computer Applications Technology
Tovares, Charles	Geography
Townsell, Jeffie	Counseling
Tran, Phu	Physics
Tschetter, Sheryl	English
Ulloa, Yuri	Automotive Technology
Urquizu, Linda	Library Services
Valadez, Annemarie	Nursing
VantHul, Tammy	Nursing
Vasquez, Laura	English
Vermillion, Amy	Nursing
Wagner, Stephen	Anatomy and Physiology
Wagner, Thomas	Real Estate
Wales, Edward	Architecture/Engineering
Wallstrom, Timothy	Physical Education
Westbrook, Peter	Cosmetology

NAME	SUBJECT
Whelchel, Pamela	Mathematics
White, Virginia	Biology
Wilcoxson, Don	Business Administration
Williams, Edward	English
Willie, Cheryl	Cosmetology
Woods, Kristi	Ethnic Studies
Worsham, Patricia	Accounting
Wyckoff, Charles	Business Administration/Management
Yates, Sharon	Early Childhood Education
Yglecias, Elizabeth	Counseling
Yoshino, Ron	History
Young, John	Economics
Yount, Gwendolyn	Spanish
Zwart, Gail	Business Administration/Management

NAME	SUBJECT
Abel, Michael	Adminstration Of Justice
Acevedo, Roland	Administration Of Justice
Adams, Greg	Emergency Medical Services
Adams, Rodney	Automotive Technology
Albert, Mary	Nursing
Alemu, Getahun	Computer Information Systems
Alfonso, Anita	Education
Alian, Melissa	Nursing
Alinsug, Janette	Nursing
Allen, Douglas	Fire Technology
Allen, Judith	Nursing
Allen, Mary	Nursing
Allison, Robert	Fire Technology
Alm, Mitchell	Administration Of Justice
Altheide, Richard	Adminstration Of Justice
Alvarado, Katherine	Early Childhood Studies
Amajoyi, Barbara	Nursing
Andary, Gary	Early Childhood Studies
Anich, Kathleen	Nursing
Armatis, Dennis	Administration Of Justice
Armstrong, Sally	Art
Assumma, Frank	Philosophy
Augsburger, Joseph	Business
Babock, Todd	Physical Education
Bajenaru, Jeffrey	Physical Education
Baltazar, Jaime	Administration Of Justice
Banales, Sergio	Administration Of Justice
Banks, Rene	Culinary Arts
Barbee, Michael	Physical Education
Barton, Ann	Medical Assisting
Bates, Scott	Administration Of Justice
Baumgarten, Kim	Nursing
Baxter, Judith	Nursing
Beaumont, Melinda	Nursing
Behr, Richard	Administration Of Justice
Bell, Richard	Fire Technology
Berber, Alicia	Physical Education
Berg, Kerry	Administration Of Justice
Berry, John	Computer Information Systems
Beyenne, Yordanos	Computer Information Systems
Blessinger, Wayne	Administration Of Justice
Blomdahl, Bruce	Administration Of Justice

NAME	SUBJECT
Blount, Jeffrey	Graphic Technology
Bolowich, Hans	Emergency Medical Services
Bommer, Fred	Administration Of Justice
Boos, Marbeth	Early Childhood Studies
Booth, Thomas	Emergency Medical Services
Bourbonnais, William	Graphic Technology
Boyd, John	Administration Of Justice
Boydd, James	Administration Of Justice
Brautigam, Brian	Computer Information Systems
Bringhurst, Frederick	Early Childhood Studies
Brown, Mary	Nursing
Buttram, Shannon	Nursing
Calloway, Angela	Early Childhood Studies
Can, Minh	Mathematics
Cannon, Janet	Nursing
Casarez, Steven	Emergency Medical Services
Castagnola, Carol	Nursing
Castro, Maria	Physical Education
Cerini, Bret	Fire Technology
Chambers, Bart	Fire Technology
Ciccone, Casey	Administration Of Justice
Cisneros, Cory	Fire Technology
Clark, Susan	Microbiology
Clayton, Lorri	Nursing
Cleary, Joseph	Administration Of Justice
Clements, Charles	Fire Technology
Clements, Kristen	Fire Technology
Clingempeel, Harry	Computer Information Systems
Cole, Marsha	Early Childhood Studies
Collins, Scot	Administration Of Justice
Conley, Cynthia	Computer Applications and Office Technology
Cook, Jana	Administration Of Justice
Copeland, Jefferey	Emergency Medical Services
Coulter, Alan	Administration Of Justice
Cox, Anne	Senior Citizen Education
Cox, Robert	Fire Technology
Currie, Scott	Administration Of Justice
Curtis, Ronald	Administration Of Justice
Dant, David	Computer Applications and Office Technology
Davis, Scott	Emergency Medical Services
Dees, Delilah	Nursing
Delgado, Edward	Administration Of Justice

NAME	SUBJECT
Deyo, Bryan	Fire Technology
Dickey, Stephen	Administration Of Justice
Dimaggio, Mark	Administration Of Justice
Dimaio, Eric	Administration Of Justice
Dismuke, Lori	Dance
Dobson, Nancy	Nursing
Domeneo, James	Administration Of Justice
Donovan, Carole	Nursing
Doyle, John	Administration Of Justice
Drobot, Brian	Mathematics
Duncan, Terry	Emergency Medical Services
Edelbrock, Sandra	Early Childhood Studies
Eklund, Amy	Music
Emmerling, Kim	Early Childhood Studies
Escalera, Jason	Fire Technology
Esmay, William	Administration Of Justice
Eveland, Clark	Administration Of Justice
Ewell, Jennifer	Nursing
Fehn, Mary	Nursing
Felgar, Darrayl	Fire Technology
Fetherolf, Louis	Administration Of Justice
Fielder, Lori	Computer Applications and Office Technology
Flick, Paul	Administration Of Justice
Flores, Gustavo	English
Fontaine, Krisitin	Nursing
Gabriel Rosario, Pamela	Nursing
Galicia, Alberto	Emergency Medical Services
Galusky, Preston	Biology
Garcia, Daniel	Administration Of Justice
Geiger, Tonya	Nursing
Gemende, Margarita	Administration Of Justice
Giornalista, Nino	Telecommunications
Glassford, Jamie	Physical Education
Golden, John	Fire Technology
Gonzalez, Lawrence	Administration Of Justice
Goodrich, Grace	Computer Information Systems
Goodrich, Ronald	Computer Information Systems
Grafft, Jason	Emergency Medical Services
Graves, Monica	Early Childhood Studies
Gray, Darin	Administration Of Justice
Greene, Robert	Mathematics
Gregg, Alex	Fire Technology

NAME	SUBJECT
Griggs, Frederick	Fire Technology
Gumamit, Aurora	Nursing
Gumpf, Janice	Nursing
Gutierrez, Jerry	Administration Of Justice
Hake, Mark	Administration Of Justice
Hamilton, Teresa	Nursing
Holm, David	Administration Of Justice
Hoover, Kent	Administration Of Justice
Horton, Jason	Administration Of Justice
Hoxmeier, Tony	Administration Of Justice
Huang, Shufen	Mathematics
Hwang, Chi-Chih	Computer Information Systems
Hyland, Thomas	Administration Of Justice
Iketani, Darren	Administration Of Justice
Insull, Bonnie	English as a Second Language
Isaac, Wolde-Ab	Physician Assistant
Jackson, Sally-Anne	English
Jacobs, Dawn	Speech Communication
James, Marcia	Nursing
Jarvina, Eileen	Nursing
Jennings, Michael	Fire Technology
Jeremiah, Steven	Emergency Medical Services
Jernegan, Sabrina	Administration Of Justice
Johansen, Judith	Music
Johnson, Donna	Administration Of Justice
Johnson, James	Administration Of Justice
Johnson, John	Administration Of Justice
Johnson, Susan	Early Childhood Studies
Jones, Chris	Graphic Technology
Jordan, Susan	Nursing
Josker, Angelena	Administration Of Justice
Josker, David	Administration Of Justice
Jow, Richard	Mathematics
Kaiser-Powell, Olga	Nursing
Kats, Jacobus	Computer Information Systems
Kaur, Raminder	Anatomy and Physiology
Kelleher, Phillip	Fire Technology
Kennedy, Bryan	Physical Education
Kennedy, Michael	Fire Technology
Kennedy-Smith, Shelley	Administration Of Justice
Kenney, Robert	Administration Of Justice
Kibby, Michael	Administration Of Justice

NAME	SUBJECT
Kipp, Ronald	Administration Of Justice
Knierim, James	Welding Technology
Knight, Carla	Emergency Medical Services
Kroh, Frances	Administration Of Justice
Krumbein, Jack	Music
Kusy, Steven	Administration Of Justice
Lackey, Julianna	Nursing
Lape, Stephanie	Humanities
LaPorte, Jeanette	English
Larsen, Michelle	Real Estate
Lee, Jenna	Reading
Lee, Ju-Sung	Mathematics
Lee, Valerie	Dental Assistant
Lemieux, Jessy	Chemistry
Lenton, John	Administration Of Justice
Lindeman, David	Air Conditioning
Loftus, Bruce	Administration Of Justice
Long, Everett	Graphic Technology
Ma, Richard	English
Maddux, Michael	Administration Of Justice
Mahony, Kathleen	Nursing
Maldonado, Ricky	Art
Manges, William	Computer Information Systems
Marshall, Nowell	English
Martinez, Cris	Administration Of Justice
Martinez, Roman	Administration Of Justice
McCarthy, Louis	Computer Information Systems
McClellan, Penny	Telecommunications
McDonald, Robert	Counseling
McDonald Sarep, Melissa	English as a Second Language
McFarlin, Dorothy	Computer Applications and Office Technology
McKindley, Judith	Emergency Medical Services
McLellan, Andrea	Administration Of Justice
McMurrich, Robert	Administration Of Justice
McNamara, Joseph	Administration Of Justice
Means, Mary	Welding Technology
Melendez, William	Fire Technology
Meyer, Wally	Administration Of Justice
Miano, Carla	Computer Information Systems
Miller, Christopher	Emergency Medical Services
Miller, Giuliana	Nursing
Moker, Richard	Administration Of Justice

NAME	SUBJECT
Money, Brian	Administration Of Justice
Montes, Bonnie	Counseling
Monti, Beverly	Nursing
Moore, John	Guidance
Moore, Robert	Administration Of Justice
Moore, William	Computer Information Systems
Morgan, Jade	Fire Technology
Morris, Rex	Emergency Medical Services
Mulhall, Michael	Emergency Medical Services
Munoz, Miguel	Administration Of Justice
Munsey, Kenneth	Fire Technology
Murphy, Dennis	Emergency Medical Services
Murphy, Joel	English
Nace, Julie	Emergency Medical Services
Nash, Patrick	Administration Of Justice
Nordbeck, Dana	Nursing
Norton, Kent	Fire Technology
Nugent, Randall	Emergency Medical Services
Nunez, Maribel	History
Odil, Orby	Fire Technology
O'Donnell, Michael	Administration Of Justice
Oliva, Deborah	Administration Of Justice
Oliver, Jesus	Mathematics
Oliver, Mark	Computer Information Systems
Oliver, Trudy	Early Childhood Studies
Orme, Neil	Air Conditioning
Paine, Kristy	Administration Of Justice
Parsons, Jimmy	Administration Of Justice
Peebles, Robert	Administration Of Justice
Pehkonen, Julianne	Computer Information Systems
Peters, Steven	Administration Of Justice
Pico, Phillip	Administration Of Justice
Pittman, Denver	Administration Of Justice
Podolny, Michael	English
Porter, Tigger	Fire Technology
Pritchard, Randy	Emergency Medical Services
Rajkumari, Usha	English
Ramos, Andre	Administration Of Justice
Reed, Harold	Administration Of Justice
Reeves, Daniel	Administration Of Justice
Regis, Shirley	English
Reifschneider, Linda	Business

NAME	SUBJECT
Renney, Michael	Administration Of Justice
Rice, Wallace	Administration Of Justice
Richards, Hope	Nursing
Richardson, David	Guidance
Rizo, Anthony	Graphic Technology
Rodriguez, Gerardo	Administration Of Justice
Rolla, George	Welding Technology
Rovan, Joan	Graphic Technology
Sakoolpailoh, Ouayporn	Nursing
Sacks, Andrew	English
Sandusky, Clinton	Administration Of Justice
Sarmiento Hildreth, Janet	Nursing
Scanlon, Gail	Fire Technology
Scanlon, Terry	Administration Of Justice
Schmidt, Jasmine	Nursing
Schultz, Garth	Computer Information Systems
Schweinler, Jessica	Fire Technology
Scullin, Patrick	Graphic Technology
Sendowsky, Guido	Physical Education
Sexton, Jennifer	Administration Of Justice
Shelton, Thomas	Administration Of Justice
Simmons, Virginia	Psychology
Slattery, Christy	Fire Technology
Snodgrass, James	Fire Technology
Snook, Robert	Administration Of Justice
Somers, David	Speech Communication
Soriano, Anthony	Administration Of Justice
Sosa, Lisa	Nursing
Soto, Edward	Administration Of Justice
Spivacke, Rdean	Administration Of Justice
Spooner, Susan	Nursing
Sprague, Edwin	Fire Technology
Steele, Loretta	Computer Information Systems
Stewart, Patricia	Dental Hygiene
Stonebreaker, Andrew	Administration Of Justice
Street, David	Administration Of Justice
Styles McLean, Penelope	Telecommunications
Sullivan, Michael	Culinary Arts
Talarico, Michael	Administration Of Justice
Taylor, Frank	Administration Of Justice
Tedesco, Fred	Telecommunications
Terrio, Frank	Administration Of Justice

NAME	SUBJECT
Tetrick, Thomas	Computer Applications and Office Technology
Thomas, Sylvia	Work Experience
Thomas, Wendy	Administration Of Justice
Tingle, Terrence	Administration Of Justice
Tinker, Alan	Administration Of Justice
Tochtrop, Martin	Administration Of Justice
Tondro, Jason	English
Tran Le, Jackie	Mathematics
Tran, Victor	Mathematics
Trejo, Silvia	Guidance
Turnier, Arthur	Administration Of Justice
Tuttle, Cletis	Automotive Technology
Vanderhoof, George	Administration Of Justice
Vanderweerd, Heather	Nursing
Vandiver, Wesley	Administration Of Justice
Varga, Charles	Administration Of Justice
Vest, Kevin	Administration Of Justice
Vondersaar, Mark	Anatomy and Physiology
Vrooman, Dennis	Administration Of Justice
Wagner, Leroy	Management
Wait, Cynthia	Administration Of Justice
Weber, Patricia	Nursing
Weissman, Mark	Administration Of Justice
Wen, Zhong	Chemistry
Wettergreen, Amy	Nursing
White, Michael	Emergency Medical Services
Whitford, Kevin	Administration Of Justice
Wilhite, Charles	Administration Of Justice
Wilson, Bryan	Administration Of Justice
Wilson, James	Fire Technology
Winn, James	Physical Education
Wood, Terry	Administration Of Justice
Worby, Glen	Administration Of Justice
Wright, Michael	Business
Ybarra, Daniel	Administration Of Justice
Ybarra, Thomas	Administration Of Justice
Yoshinaga, Ann	Fire Technology
Yount, Michael	Emergency Medical Services

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Rebecca Faircloth	Clerical, Hourly	07/01/07-09/01/07	14-2
Doris Haggard	Clerical, Hourly	08/01/07-06/30/08	21-6
Mason Bratton	Custodian, Substitute	07/01/07-06/30/08	13-1
Drew Lang	Maintenance Mechanic, Sub.	07/13/07-06/30/08	20-1

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>
Michael Richey	Coaches, Summer Activities	07/01/07-08/31/07	\$17.54/hour
Shineah White	Computer Operator	09/17/07-06/30/08	\$15.00/hour
William Brady, Jr.	Computer Technician	08/13/07-06/30/08	\$10.00/hour
Samuel Deans	Computer Technician	08/13/07-06/30/08	\$10.00/hour
Michael Knight	Computer Technician	08/01/07-06/30/08	\$10.00/hour
Jose Monroy, Jr.	Computer Technician	08/13/07-06/30/08	\$10.00/hour
Steve Tweedy	Computer Technician	09/01/07-06/30/08	\$10.00/hour
Linda Vanore	Computer Technician	08/13/07-06/30/08	\$10.00/hour
Jetaine Hart	Contract Trainer Aide II	07/01/07-06/30/08	\$8.75/hour
Mason Bratton	Custodial Assistant	07/01/07-06/30/08	\$12.50/hour
Sara Bauer	Interpreter Apprentice	07/01/07-06/30/08	\$11.00/hour
Patricia Mather	Interpreter Apprentice	07/01/07-06/30/08	\$11.00/hour
Alexandra Castaneda	Interpreter I	08/23/07-06/30/08	\$18.00/hour
Daniel Hetzel	Interpreter III	07/01/07-06/30/08	\$27.00/hour
Drew Lang	Maintenance Assistant	07/13/07-06/30/08	\$16.00/hour
Ruben Leyva	Matriculation Assistant II	07/17/07-06/30/08	\$9.50/hour
Ashley Martinez	Matriculation Assistant II	07/17/07-06/30/08	\$9.50/hour
Thomas Barrios	Office Assistant I	08/15/07-06/30/08	\$9.00/hour
Candice Mays	Office Assistant I	08/06/07-09/07/07	\$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>
Arthur Moreno, Jr.	Office Assistant I	08/16/07-06/30/08	\$9.00/hour
Megan Chasey	Office Assistant II	08/01/07-06/30/08	\$10.50/hour
Amanda Gallardo	Office Assistant II	07/31/07-06/30/08	\$10.50/hour
Andre Jones	Office Assistant II	07/01/07-06/30/08	\$10.50/hour
Maryum Malika	Office Assistant II	07/01/07-06/30/08	\$10.50/hour
Melannie Mason	Office Assistant II	07/31/07-06/30/08	\$10.50/hour
Jessica Urrutia	Office Assistant II	07/01/07-06/30/08	\$10.50/hour
Koko Randolph	Office Assistant III	07/01/07-06/30/08	\$12.50/hour
Jenelle Herman	Office Assistant IV	07/01/07-06/30/08	\$14.00/hour
Soutsakhone Xayaphanthong	Office Assistant IV	08/01/07-06/30/08	\$14.00/hour
Robin Arostegui	Photographer II	08/15/07-06/30/08	\$15.00/hour
Judith Baxter	Registered Nurse III	07/01/07-06/30/08	\$35.00/hour
Kamron Honore	Role Player	08/01/07-06/30/08	\$7.50/hour
Curtis Kennedy	Role Player	08/01/07-06/30/08	\$7.50/hour
Julia Maruyama	Role Player	08/01/07-06/30/08	\$7.50/hour
Alfonso Bedolla	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Rachael Bedolla	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Remy Crespo	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Stephanie Culp	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Charlotte Dominguez	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Shirley Espinoza Palacin	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Evelin Farias-Ochoa	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Gilbert Gardiner	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Sue Hendrickson	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Nattarin Klovuthianun	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Alyssa Lamberte	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Jana McVay	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Rebecca Moon-Stone	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Thuy Giang Nguyen	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Jose Ocampo	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Joseph Pickett	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Adele Pierce	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Cindy Ramos	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Nicole Rose	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/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>
Lisa Schulz	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Irma Silva	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Kevin Smith	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Kristine Villacarillo	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Trisha Wilging	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Colby George	Theater Carpenter	07/29/07-06/30/08	\$10.65/hour
Angela Munoz	Theater Props/Outreach	07/25/07-06/30/08	\$10.50/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Michael Richey	Assistant Football Coach	09/01/07-01/31/08	\$3,655.00

VOLUNTEERS
BOARD RESOLUTION 10-96/97

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Henry Citarella	Athletics	09/08/07-03/08/08
Henry Citarella, Jr.	Athletics	09/08/07-03/08/08
Greta Cohen	Athletics	09/08/07-12/31/07
Richard Hubbard	Athletics	09/08/07-03/08/08
Christina Leon	Athletics	09/08/07-03/08/08
George Metcalfe	Athletics	09/08/07-03/08/08

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Alexander, Nathan	Student Worker	Tutorial Services - MV	08/02/07	19-4
Anderson, Frank	Student Worker	Information Systems & Technology - RIV	08/13/07	19-4
Balough, Dennis	Student Worker	Tutorial Services - NOR	08/13/07	19-4
Barnes, Nicole	Student Worker	Tutorial Services - NOR	08/13/07	19-4
Bills, Graham	Student Worker	Student Activities / Athletics - RIV	08/27/07	19-4
Blake, Rebecca	Student Worker	Library - RIV	08/23/07	19-4
Carenen, Nancy	Student Worker	Tutorial Services - RIV	08/13/07	19-4
Cervantes, Cristina	Student Worker	President's Office - MV	08/16/07	19-4
Champany, Daniel	Student Worker	Disabled Student Services - RIV	08/27/07	19-4
Coffman, Amanda	Student Worker	Outreach - RIV	08/13/07	19-4
Croddy, Heidi	Student Worker	Humanities & Social Science	08/13/07	19-4
Do, An	Student Worker	Mathematics - RIV	08/13/07	19-4
Dragovich, Zachary	Student Worker	Mathematics - RIV	08/20/07	19-4
Flores, Andrew	Student Worker	Tutorial Services - MV	08/13/07	19-4
Gould, Michelle	Student Worker	Tutorial Services - RIV	08/13/07	19-4
Jackson, Andy	Student Worker	Library	08/02/07	19-4
Jones-Walton, Cynthia	Student Worker	Library - MV	08/23/07	19-4
Kennedy-Ross, Margaret	Student Worker	Tutorial Services - MV	08/13/07	19-4
Lambros, Daniel	Student Worker	Instructional Media Center - NOR	08/20/07	19-4
Le, Lam	Student Worker	Mathematics - RIV	08/16/07	19-4
Lim, Chung-Chen	Student Worker	Tutorial Services - RIV	08/13/07	19-4
Lopez, Adam	Student Worker	Tutorial Services - MV	08/20/07	19-4
Lopez, Crystal	Student Worker	College Safety & Police - NOR	08/02/07	19-4
Ludmer, Mariana	Student Worker	Tutorial Services - RIV	08/23/07	19-4
Marshall, Daniel	Student Worker	Business, Engineering & Information Technology - NOR	08/23/07	19-4
McCormick, Mary	Student Worker	Tutorial Services - MV	08/20/07	19-4
Morales, Ana	Student Worker	Tutorial Services - MV	08/13/07	19-4
Morren, Melissa	Student Worker	Tutorial Services - MV	08/23/07	19-4
Mowcomber, Laura	Student Worker	Tutorial Services - NOR	08/13/07	19-4
Nereyda, Rugamas	Student Worker	Tutorial Services - MV	08/13/07	19-4
Nguyen, Dung	Student Worker	Tutorial Services - MV	08/13/07	19-4
Panagsagan, Regina	Student Worker	Tutorial Services - MV	08/16/07	19-4
Parson, Jalea	Student Worker	Outreach - RIV	08/15/07	19-4
Paschke, Joshua	Student Worker	Outreach - RIV	08/23/07	19-4
Peralta, Israel	Student Worker	Instructional Media Center - RIV	08/20/07	19-4
Pierce, Brilane	Student Worker	Tutorial Services - MV	08/16/07	19-4
Quach, Kim	Student Worker	Tutorial Services - NOR	08/22/07	19-4
Rodriguez, Rebecca	Student Worker	Early Childhood Studies - NOR	08/13/07	19-4
Simon, Clifton	Student Worker	Early Childhood Studies - NOR	08/13/07	19-4
Stone, Lauren	Student Worker	Administrative Support Center - RIV	08/27/07	19-4
Suarez, Roxanne	Student Worker	Instructional Media Center - RIV	08/23/07	19-4
Thompson, Suunil	Student Worker	Early Childhood Studies - RIV	08/23/07	19-4
Tian, Wei	Student Worker	Mathematics - RIV	08/23/07	19-4
Traymany, Sisouphanh	Student Worker	Tutorial Services - MV	08/02/07	19-4
Vargas, Johanna	Student Worker	Tutorial Services - MV	08/13/07	19-4
Vargas, Mireya	Student Worker	Library - NOR	07/23/07	19-4

CATEGORICAL FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Barros, Stephanie	Student Worker	Culinary Academy	08/09/07	19-4
Brooks, Christopher	Student Worker	Student Activities - MV	08/15/07	19-4
Brown, Jennifer	Student Worker	Culinary Academy	08/23/07	19-4
Curtis, Megan	Student Worker	Culinary Academy	08/29/07	19-4
Dandy, Anthony	Student Worker	Athletics / Basketball	08/29/07	19-4
Floyd, Kelley	Student Worker	Athletics / Track - RIV	08/09/07	19-4
Gomez, Christina	Student Worker	Health Services - RIV	08/21/07	19-4
Hennebelle, Hollee	Student Worker	Dance - RIV	08/29/07	19-4
Jaramillo, Evelyn	Student Worker	Athletics / Training - RIV	08/09/07	19-4
Lebel, Steven	Student Worker	Athletics / Training - RIV	08/15/07	19-4
Marinero, Dominic	Student Worker	Outreach - RIV	08/29/07	19-4
Medina, Kimberly	Student Worker	Butterfield Elementary School - CS	08/20/07	19-4
Olmos, Abraham	Student Worker	Athletics / Track - RIV	08/29/07	19-4
Onyems, Tenaya	Student Worker	Food Services - RIV	08/29/07	19-4
Parent, Morgan	Student Worker	Counseling - RIV	08/22/07	19-4
Sanchez, Arturo	Student Worker	Student Activities - MV	08/15/07	19-4
Soper, Misti	Student Worker	Admissions and Records - MV	08/02/07	19-4
Soto, Nancy	Student Worker	Counseling - RIV	08/29/07	19-4
Teran-Santos, Maria	Student Worker	Student Activities - MV	08/09/07	19-4
Thomas, Shondala	Student Worker	Counseling - MV	07/02/07	19-4
Thompson, Brittany	Student Worker	Athletics / Basketball	08/29/07	19-4
Walters, Howard	Student Worker	Applied Technology / Telecommunications - RIV	08/29/07	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: September 11, 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 \$14,171,563 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 (numbers103898-105132) totaling \$5,667,104 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 \$14,171,563 and District Warrant Claims totaling \$5,667,104.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$ 1000 and over
7/30/07 thru 8/29/07

PO#	Fund	Location	Department	Vendor	Description	Amount
B0002410	11	AJC	Production Printing	Valley Printers	Purchase/Cost of Goods Sold	50,000
B0002411	11	AJC	Production Printing	Accurate Index	Purchase/Cost of Goods Sold	1,000
B0002412	11	ADE	Auxiliary Business Services	Brink's Inc.	Other Services-Banking Courier	8,106
B0002412	32	ADE	Auxiliary Business Services	Brink's Inc.	Other Services-Banking Courier	2,702
B0002413	11	FHE	Health, Human & Public Services	Reliable Office Solutions	Instructional Supplies	3,000
B0002414	11	FHE	Health, Human & Public Services	Life Assist, Inc.	Instructional Supplies	3,000
B0002415	11	FHE	Health, Human & Public Services	Firstline, LLC	Instructional Supplies	2,000
B0002416	11	FHE	Health, Human & Public Services	Reliable Office Solutions	Instructional Supplies	4,500
B0002417	11	DSA	Applied Technology	Sara Lee Corporation	Food	2,800
B0002422	11	FHE	Health, Human & Public Services	Atech Sterile Solutions	Repairs	1,000
B0002425	11	FHE	Health, Human & Public Services	Henry Schein Inc.	Instructional Supplies	10,000
B0002426	11	FHE	Health, Human & Public Services	Henry Schein Inc.	Repairs	3,000
B0002428	61	ADF	Risk Management	Downs, Jerry	Other Services-Reimbursement Liability Case	3,000
B0002429	12	AZF	EOPS	Riverside Transit Agency	Transportation/Bus Passes	6,800
B0002430	12	AZF	EOPS	Barnes & Noble	Book Grants	20,000
B0002431	11	DWA	Allied Health	Assessment Technologies, Inc	Tests	5,970
B0002437	11	DWA	Allied Health	Arch Wireless	Other Services-Clinical Faculty Pager Service	2,500
B0002439	11	EDD	Facilities - Norco	Best Temporary Services	Temporary Services	10,000
B0002440	11	EDD	Facilities - Norco	Grainger	Repair Parts	2,000
B0002454	11	EZR	Campus Police - Norco	Apple Valley Communications	Other Services-Alarm Monitoring	2,055
B0002454	11	FZR	Campus Police - Moreno Valley	Apple Valley Communications	Other Services-Alarm Monitoring	1,161
B0002455	11	AZR	Campus Police	Siemens Building Technologies, Inc.	Repairs	5,368
B0002455	11	FZR	Campus Police - Moreno Valley	Siemens Building Technologies, Inc.	Repairs	1,771
B0002457	12	DWA	Allied Health	Wallour, Inc.	Instructional Supplies	1,000
B0002458	12	DWA	Allied Health	Moore Medical Corporation	Instructional Supplies	1,600
B0002459	12	AZP	Disabled Student Services	Island Advertising Specialties	Other Supplies	2,600
B0002460	12	AZP	Disabled Student Services	National Pen Company	Other Supplies	2,500
B0002461	11	DDD	Facilities - Riverside	La Sierra Fire Equipment	Repairs	3,500
B0002463	11	DDD	Facilities - Riverside	La Sierra Fire Equipment	Repair Parts	1,000
B0002464	11	FTA	Academy / Criminal Services	Dept of Forestry & Fire Protection	Other-Fire Academy Certificates	6,500
B0002465	11	FHE	Health, Human & Public Services	Metrex Research Corporation	Instructional Supplies	1,000
B0002472	12	ACW	Workforce Preparation	Mt. San Jacinto Community	Instructional Supplies	2,000
B0002473	12	ACW	Workforce Preparation	Mt. San Jacinto Community	Instructional Supplies	1,500
B0002474	11	AXB	Customized Solutions	Office Depot	Instructional Supplies	1,000
B0002477	32	AZM	Food Services	US Food Service	Cleaning Supplies	8,000
B0002478	32	AZM	Food Services	American Point of Sale	Other Supplies	1,000
B0002479	11	ACB	Grants & Contract Services	American Express Co.	Conferences	10,000

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 7/30/07 thru 8/29/07

PO#	Fund	Location	Department	Vendor	Description	Amount
B0002481	11	DDD	Facilities - Riverside	Fire Protection Services	Repairs	2,500
B0002482	11	DDD	Facilities - Riverside	Apple Valley Communications	Other Services-Alarm Monitoring	10,000
B0002483	11	DDD	Facilities - Riverside	Safety Kleen Corporation	Other Services-Industrial & Environmental	2,000
B0002485	32	AZM	Food Services	American Paper & Plastics	Paper Products	20,000
B0002486	12	ACB	Grants & Contract Services	Office Depot	Other Supplies	1,000
B0002487	12	ACB	Grants & Contract Services	Smart & Final	Other Supplies	100,000
B0002488	11	AAK	Administrative Support Center	US Postmaster	Postage	100,000
B0002489	11	AZR	Campus Police	Greenwood's Uniforms	Other Supplies	6,000
B0002489	12	AZR	Campus Police	Greenwood's Uniforms	Other Supplies	6,000
B0002490	12	AZP	Disabled Student Services	EZ Captioning	Other Services-Captioning	15,000
B0002491	11	DSA	Applied Technology	Aztec Uniform & Towel Rental Inc	Rents and Leases	5,500
B0002492	11	APR	Performance Riverside	Hensley, Daniel	Other Services-Banner Removal	1,060
B0002493	11	APR	Performance Riverside	Charter Media	Advertising	2,500
B0002494	12	EZP	Disabled Student Services	Staples Business Advantage	Other Supplies	1,000
B0002496	11	DEA	Art	Aardvark Clay & Supplies	Instructional Supplies	1,000
B0002497	61	ADF	Risk Management	Office Depot	Other Supplies	3,000
B0002500	12	AJV	VTEA	VOT Systems, Inc	Other-Web Hosting Maintenance	2,000
B0002501	11	DSA	Applied Technology	United Fresh Produce, Inc.	Food	25,000
B0002502	11	DQC	Mathematics	Office Depot	Other Supplies	1,000
B0002503	11	DDD	Facilities - Riverside	Ahern Rentals, Inc	Rents and Leases	2,000
B0002505	11	APR	Performance Riverside	Dynasty Suites Hotel	Other Travel Expenses	2,500
B0002507	11	FHE	Health, Human & Public Services	Reliable Office Solutions	Instructional Supplies	2,000
B0002509	12	FMA	President - Moreno Valley	Barnes & Noble	Other Supplies	1,000
B0002510	11	EDD	Facilities - Norco	Sims Tree Health Specialist	Other Services-Pest Control	2,000
B0002511	11	EDD	Facilities - Norco	Warren Bros Tractor Work	Other Services-Weed Abatement	2,500
B0002512	11	EDD	Facilities - Norco	Areol Staffing Services	Temporary Services	5,500
B0002515	11	FHE	Health, Human & Public Services	Reliable Office Solutions	Other Supplies	5,000
B0002516	11	FHE	Health, Human & Public Services	Henry Schein Inc.	Instructional Supplies	5,000
B0002517	11	FHE	Health, Human & Public Services	Reliable Office Solutions	Other Supplies	1,000
B0002518	11	EDD	Facilities - Norco	Basic Backflow	Repairs	1,500
B0002519	11	AAAB	Board of Trustees	American Express Co.	Other Travel Expenses	10,000
B0002520	11	APR	Performance Riverside	Word Mill Publishing	Advertising	1,200
B0002521	11	ACE	School of the Arts	Corporate Express	Other Supplies	2,200
B0002522	11	ADG	Fiscal Operations	Sparkletts	Purchase/Cost of Goods Sold	20,000
B0002523	11	DDD	Facilities - Riverside	OCB Reprographics	Copying and Printing	1,000
B0002525	12	DUA	Early Childhood Studies	Office Depot	Other Supplies	1,000
B0002527	12	AJV	VTEA	Elsevier Health Science	Computer Software Maint/License	4,800
B0002528	11	FTA	Academy / Criminal Services	Riverside County Sheriffs Dept	Rents and Leases	5,900

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PO#	Fund	Location	Department	Vendor	Description	Amount
B0002536	11	EDD	Facilities - Norco	Action Door Controls, Inc.	Repairs	2,000
B0002537	11	AMC	Information Services	MWB Business Systems	Rents and Leases	1,379
B0002538	11	FMA	President - Moreno Valley	Occ Financial Services / Leases	Rents and Leases	25,000
B0002539	11	DDD	Facilities - Riverside	Environmental Management	Waste Disposal	25,000
B0002539	11	DDD	Facilities - Norco	Environmental Management	Waste Disposal	5,000
B0002539	11	FDD	Facilities - Moreno Valley	Environmental Management	Waste Disposal	3,500
B0002548	12	AJF	Dean of Education	Office Depot	Other Supplies	1,000
B0002551	12	AJF	Dean of Education	Office Depot	Other Supplies	1,000
B0002552	12	AJF	Dean of Education	Office Depot	Other Supplies	1,500
B0002553	12	AJF	Dean of Education	Barnes & Noble	Other Supplies	1,000
B0002554	12	AJF	Dean of Education	Barnes & Noble	Other Supplies	1,000
B0002557	11	DSA	Applied Technology	Smart & Final	Other Supplies	1,500
B0002558	11	DSA	Applied Technology	Stater Bros. Markets	Cleaning Supplies	1,000
B0002560	11	DSA	Applied Technology	Murray's Hotel & Restaurant	Food	2,700
B0002561	11	EQE	Physical and Life Sciences	Office Depot	Instructional Supplies	7,000
B0002562	11	EQE	Physical and Life Sciences	OfficeMax	Other Supplies	1,000
B0002564	12	AJV	VTEA	Elsevier Health Science	Other Supplies	1,000
B0002565	12	AJV	VTEA	Lippincott Williams & Wilkins	Instructional Supplies	6,000
B0002572	11	DSA	Applied Technology	Grainger	Reference Books	3,000
B0002576	11	DSA	Applied Technology	Finish Masters	Instructional Supplies	1,000
B0002579	11	DSA	Applied Technology	Cadet Uniform Supply	Instructional Supplies	3,000
B0002584	11	FYA	Library - Moreno Valley	Ebsco Subscription Services	Towel Service	1,500
B0002585	11	DSA	Applied Technology	Dish Factory	Periodicals/Magazines	16,778
B0002587	11	DNA	English/Speech/Communications	Office Depot	Instructional Supplies	6,000
B0002588	11	EDD	Facilities - Norco	Frazee Industries, Inc.	Other Supplies	2,500
B0002590	11	AAA	Chancellor's Office	Friends of Earth	Repair Parts	2,000
B0002592	11	FQE	Mathematics, Science & Physical Education	American Red Cross	Other Services-Plant Maintenance	1,000
B0002593	11	FQE	Mathematics, Science & Physical Education	Center For Healthcare Ed., Inc	Other-CPR Certificates	1,000
B0002594	11	FQE	Mathematics, Science & Physical Education	Emergency Medical Products, Inc	Other-CPR Certificates	1,000
B0002595	11	FQE	Mathematics, Science & Physical Education	Moore Medical Corporation	Instructional Supplies	1,000
B0002598	11	DMB	Dean of Instruction - Riverside	Lifesigns, Inc.	Instructional Supplies	1,000
B0002599	11	FHE	Health, Human & Public Services	Henry Schein Inc.	Other Services-Sign Language Interpreters	14,415
B0002604	11	AAJ	Human Resources	Sign Language Associates, Inc.	Instructional Supplies	1,000
B0002606	12	AXD	Community & Economic Development	Reliable Office Solutions	Professional Services	1,000
B0002608	11	DMD	Learning Resource Center - Riverside	Markertek Video Supply	Other Supplies	1,500
B0002611	11	FHE	Health, Human & Public Services	Davis Dental Supply	Other Supplies	1,000
B0002613	11	FMA	President - Moreno Valley	Clarke & Associates	Instructional Supplies	10,940
B0002614	11	EMA	President - Norco	Clarke & Associates	Consultants	11,009

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PO#	Fund	Location	Department	Vendor	Description	Amount
B0002617	11	AAF	Diversity, Equity & Compliance	Norman A. Traub Associates	Consultants	5,000
B0002618	11	FTA	Academy / Criminal Services	Riverside County Sheriffs Dept	Other Services-Graduation Music	1,000
B0002621	12	FYA	Library - Moreno Valley	Midwest Library Service	Books/New and Expanded Library	30,000
B0002623	12	AJV	VTEA	Barnes & Noble	Reference Books	1,000
B0002624	12	AJV	VTEA	Admiral Management, Inc.	Other Supplies	4,500
B0002628	11	DYA	Library - Riverside	CCV Software	Software <\$200	2,000
B0002629	11	DYA	Library - Riverside	CDW-G	Software <\$200	3,000
B0002632	11	DYA	Library - Riverside	CDW-G	Other Supplies	2,500
B0002633	11	DYA	Library - Riverside	Corporate Express	Other Supplies	1,000
B0002634	11	DYA	Library - Riverside	Dell Computers	Other Supplies	2,500
B0002635	11	DYA	Library - Riverside	Demco	Other Supplies	1,500
B0002637	11	DYA	Library - Riverside	Gaylord Bros., Inc.	Other Supplies	2,500
B0002638	11	DYA	Library - Riverside	Global Gov't/Education Solutions	Other Supplies	2,500
B0002639	11	DYA	Library - Riverside	Kelly Paper Company	Other Supplies	1,110
B0002640	11	DYA	Library - Riverside	Lowry Computer Products, Inc.	Other Supplies	1,000
B0002641	11	DYA	Library - Riverside	Reliable Office Solutions	Other Supplies	3,000
B0002645	11	DMD	Learning Resource Center - Riverside	CDW-G	Other Supplies	2,000
B0002651	11	DMD	Learning Resource Center - Riverside	Media Distributors	Other Supplies	2,000
B0002655	11	DMD	Learning Resource Center - Riverside	CDW-G	Repair Parts	1,200
B0002658	11	DMD	Learning Resource Center - Riverside	Markertek Video Supply	Repair Parts	2,500
B0002659	11	DMD	Learning Resource Center - Riverside	A A Equipment Rental Co., Inc.	Repairs	1,000
B0002661	12	EDD	Facilities - Norco	AMS Paving, Inc.	Construction Contract	7,200
B0002663	11	DRA	Physical Education	Center For Healthcare Ed., Inc	Other-BLS Certificates	2,350
B0002664	12	AJF	Dean of Education	Office Depot	Other Supplies	1,000
B0002666	61	ADF	Risk Management	Kopy Kat - Litigation Support Svcs	Other Services-Litigation Support	15,000
B0002667	12	AXD	Community & Economic Development	Orange County Business Council	Rents and Leases	10,800
B0002668	11	APR	Performance Riverside	Theatre Company	Costume Rentals	8,000
B0002671	11	APR	Performance Riverside	Amazon.Com Credit	Theatre Supplies	1,500
B0002672	11	ENC	Communications	Office Depot	Instructional Supplies	1,300
B0002673	11	AMC	Information Services	Phsi-Pure Water Finance	Other Supplies	2,289
B0002680	11	DPB	Information Systems & Technology	Office Depot	Other Supplies	1,000
B0002681	11	ADA	Administration & Finance	Office Depot	Other Supplies	1,000
B0002682	12	FZF	EOPS - Moreno Valley	Barnes & Noble	Book Grants	21,632
B0002683	12	EZF	EOPS	Barnes & Noble	Book Grants	13,766
B0002685	11	AAB	Board of Trustees	Clayson Mann Yaeger & Hansen	Legal	7,500
B0002685	41	AAC	College Relations / Special Projects	Clayson Mann Yaeger & Hansen	Legal	7,500
B0002686	11	DEB	Performing Arts	Office Depot	Instructional Supplies	1,000
B0002690	12	EZF	EOPS	Office Depot	Other Supplies	1,011

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PO#	Fund	Location	Department	Vendor	Description	Amount
B0002691	12	FZF	EOPS - Moreno Valley	Office Depot	Other Supplies	1,011
B0002693	12	FZG	Campus Student Services - Moreno Valley	Office Depot	Other Supplies	1,000
B0002694	12	ACW	Workforce Preparation	Hargrave & Associates, LLC	Other Services-Calworks Workstudy	1,200
B0002695	61	ADF	Risk Management	Robert Hall & Associates	Professional Services	25,000
B0002696	12	ACW	Workforce Preparation	Russo's Restaurant Inc	Food	1,500
B0002700	11	DSA	Applied Technology	Complete Welding & Cutting Supplies	Instructional Supplies	2,000
B0002701	11	DSA	Applied Technology	Complete Welding & Cutting Supplies	Instructional Supplies	3,000
B0002702	11	DSA	Applied Technology	Five Star Gas & Gear	Repairs	1,000
B0002704	11	DSA	Applied Technology	Meza Body Shop Supplies, Inc	Instructional Supplies	1,000
B0002705	11	DSA	Applied Technology	Riverside Paint Company, Inc	Instructional Supplies	1,000
C0001537	11	AJO	Open Campus	Youngerman, Stephen	Presenter	10,000
C0001538	11	AMC	Information Services	Nexus IS, Inc	Maintenance	29,253
C0001539	11	FQE	Mathematics, Science & Physical Education	Steris Corporation	Sterilizer Maintenance	5,111
C0001540	11	FMB	Dean of Instruction - Moreno Valley	Maki, Jean	Consultant Services for Speech Pathology	3,000
C0001541	11	AMC	Information Services	Syncofort, Inc.	Backup Express	28,381
C0001542	11	AZR	Campus Police	ADT Security	Alarm Repairs	10,440
C0001542	11	EZR	Campus Police - Norco	ADT Security	Alarm Repairs	5,460
C0001542	11	FZR	Campus Police - Moreno Valley	ADT Security	Alarm Repairs	6,100
C0001543	41	FDD	Facilities - Moreno Valley	M-E Engineers, Inc	Moreno Valley Hot Water Loop	31,200
C0001544	11	DSA	Applied Technology	Appel Company	Maintenance	1,062
C0001545	11	DSA	Applied Technology	Appel Company	Maintenance	1,000
C0001546	12	ADA	Administration & Finance	Ferguson Group, LLC	Consulting Services	97,000
C0001547	11	ADA	Administration & Finance	Murdoch, Walrath & Holmes	Other Services-Legislative Support	31,200
C0001548	11	AJA	Academic Affairs	Nevada Contractors Registry, Inc.	Professional Services	24,000
C0001548	12	AJV	VTEA	Nevada Contractors Registry, Inc.	Professional Services	36,000
C0001549	11	FJN	Health Sciences Programs	Adame, James	Consulting Services	42,000
C0001550	11	AMC	Information Services	Plixer International, Inc.	Host Yearly Maintenance	2,590
C0001551	11	AMC	Information Services	Wildpackets, Inc.	Software License	1,075
C0001552	41	ADD	Facilities	DCJ Consultants	Construction Management	95,000
C0001553	11	ADA	Administration & Finance	Webster, C. Michael	Facilities & Business Planning Services	77,133
C0001553	41	ADA	Administration & Finance	Webster, C. Michael	Facilities & Business Planning Services	77,133
C0001554	11	AMC	Information Services	Netvision, Inc.	Product Licensing	15,936
C0001555	41	EDD	Facilities - Norco	Prowest Constructors	Construction Management	176,000
C0001556	41	DDD	Facilities - Riverside	All American Inspection, Inc.	Inspection Services	5,040
C0001557	11	ACE	School of the Arts	Pham, Mailan	RSA Mural	5,000
C0001558	11	ACE	School of the Arts	Nguyen, Duy	RSA Mural	5,000
C0001559	11	AMC	Information Services	Nexus IS, Inc	Maintenance	130,460
C0001560	11	AMC	Information Services	Secure Content Solutions, Inc.	Consulting & Services	42,015

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PO#	Fund	Location	Department	Vendor	Description	Amount
C0001561	11	AMC	Information Services	XAP Corporation	Utilization Fee	22,969
C0001562	11	AMC	Information Services	Impex Technologies	Maintenance	15,516
C0001564	12	DZP	Disabled Student Services	EZ Captioning	Real Time Captioning	5,388
C0001566	11	AMC	Information Services	CDW-G	Maintenance	66,634
C0001567	11	AMC	Information Services	NCS Pearson, Inc.	Maintenance	2,772
C0001569	11	ACD	Institutional Effectiveness	Ivascu Consulting, LLC	Programming Services	3,000
C0001569	12	AJG	Dean of Faculty Affairs	Ivascu Consulting, LLC	Programming Services	3,000
C0001570	11	ACD	Institutional Effectiveness	Ivascu Consulting, LLC	Software Maintenance	9,075
C0001570	12	AJG	Dean of Faculty Affairs	Ivascu Consulting, LLC	Software Maintenance	9,075
C0001571	11	AXB	Customized Solutions	Delafuente, Maria	Training	2,000
C0001574	12	DUA	Early Childhood Studies	Mobile Modular Management Corp	Lease Mobile Modular	2,802
C0001575	11	DMC	Information Services - Riverside	SK Telecon, Inc.	Cabling Maintenance	117,080
C0001575	11	EMC	Information Services - Norco	SK Telecon, Inc.	Cabling Maintenance	20,000
C0001575	11	FMC	Information Services - Moreno Valley	SK Telecon, Inc.	Cabling Maintenance	20,000
C0001576	11	AAP	Public Affairs & Institutional Advancement	Baty, Michelle	Brochure Design	2,100
C0001577	11	AAP	Public Affairs & Institutional Advancement	Uniquescreen Media, Inc	Advertising	1,660
C0001578	11	AAP	Public Affairs & Institutional Advancement	Charter Media	Advertising	15,000
C0001579	11	AXB	Customized Solutions	Global Learning Partners, Inc.	Training	5,000
C0001580	32	DZM	Food Services	Provider Contract Food Service LLC	Food Service Strategic Plan	12,000
C0001580	32	EZM	Food Services - Norco	Provider Contract Food Service LLC	Food Service Strategic Plan	12,000
C0001580	32	FZM	Food Services - Moreno Valley	Provider Contract Food Service LLC	Food Service Strategic Plan	12,000
C0001581	12	AXD	Community & Economic Development	Global Learning Partners, Inc.	Training	7,500
C0001582	11	AXB	Customized Solutions	Training Dynamics	Training	2,200
C0001583	11	AXB	Customized Solutions	Boylin Management Institute	Training	1,100
C0001584	11	AXB	Customized Solutions	Training Dynamics	Training	2,750
C0001585	11	AXB	Customized Solutions	Musil, Darlene A	Business Development	4,000
C0001586	11	AXB	Customized Solutions	Gonzalez, Lorenzo	Training and Development	1,876
C0001589	12	AZT	Matriculation	Griffin, Doris	Electronic Degree Audit	28,750
C0001590	41	EDD	Facilities - Norco	All American Inspection, Inc.	Modular Redistribution Inspection	3,150
C0001591	11	DMC	Information Services - Riverside	NEC Unified Solutions, Inc.	PBX Maintenance	65,446
C0001591	11	EMC	Information Services - Norco	NEC Unified Solutions, Inc.	PBX Maintenance	11,731
C0001591	11	FMC	Information Services - Moreno Valley	NEC Unified Solutions, Inc.	PBX Maintenance	13,987
C0001592	12	AJV	VTEA	Palo Verde Community College	County Tech Prep Consortium	64,000
C0001593	12	AJV	VTEA	College of The Desert	County Tech Prep Consortium	64,145
C0001594	12	AJV	VTEA	Colton Redlands Yucaipa Regional Occupationala	Desert Reg Tech Prep Collaborative	40,756
C0001595	12	DMB	Dean of Instruction - Riverside	City of Riverside	Room Rental	12,000
C0001596	11	AJO	Open Campus	Cook, David	Presenter	2,000
C0001597	11	AJO	Open Campus	Terry S Rowen, Inc.	Presenter	10,000

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PO#	Fund	Location	Department	Vendor	Description	Amount
C0001598	11	AJO	Open Campus	Simonsen, Nan	Presenter	2,000
C0001599	11	ADD	Facilities	HMC Architects	Feasibility Study	24,900
C0001600	11	ADD	Facilities	TBP Architects	Digital Copies	3,000
C0001601	11	ADD	Facilities	P2S Engineering, Inc	Fire Alarm Standards	10,000
C0001602	11	ADD	Facilities	Facilities Planning & Consulting Svcs	Space Inventory Evaluation	9,739
C0001603	12	AJV	VTEA	Deck, Michele	Presenter	8,800
C0001604	12	AJV	VTEA	San Bernardino Comm College Dist	Desert Regional Consortium	20,000
C0001605	11	APR	Performance Riverside	Ben Bollinger Productions	Scenic Rental	2,000
C0001606	11	APR	Performance Riverside	Jacques, Paul	Performer	2,000
C0001607	11	APR	Performance Riverside	Lamoureux, Julie	Accompanist	1,200
C0001608	11	APR	Performance Riverside	Parr, Denette	Stage Manager	2,200
C0001609	12	AJV	VTEA	Hilton Hotel	Regional Workshop	3,600
C0001610	11	AXB	Customized Solutions	March Joint Powers Authority	Rents and Leases	3,950
C0001610	11	AXD	Community & Economic Development	March Joint Powers Authority	Rents and Leases	3,950
C0001610	12	AXD	Community & Economic Development	March Joint Powers Authority	Rents and Leases	11,851
C0001610	11	DWA	Allied Health	March Joint Powers Authority	Rents and Leases	39,503
C0001611	11	ADD	Facilities	Facilities Planning & Consulting Svcs	Professional Services	23,037
C0001612	11	ADD	Facilities	Facilities Planning & Consulting Svcs	Professional Services	9,325
C0001613	11	FTA	Academy / Criminal Services	Coast Fitness Repair Shop	Repairs	2,000
C0001615	11	ADB	Finance	Riverside County Office of Ed	Galaxy Financial & Budget System Support	115,000
C0001616	41	EDD	Facilities - Norco	RBF Consulting	Norco Student Support Center Ceqa Documentation	13,899
C0001617	12	AJV	VTEA	Pala Mesa Resort	Other Services-Occ Ed Retreat	8,000
C0001618	11	FTA	Academy / Criminal Services	Counseling Team International, The	Consultants	1,800
C0001619	11	APR	Performance Riverside	Everman, Allen	Musical Director	5,000
C0001620	11	APR	Performance Riverside	Smith, Scott	Musical Director	5,000
C0001621	11	APR	Performance Riverside	Jones, Kerry	Scenic Painter	6,000
C0001622	12	AJV	VTEA	Humphrey's Half Moon Inn And Suites	Meeting Room Desert Regional Consortium	8,000
C0001623	12	ACW	Workforce Preparation	AIM - All Insurance Marketing	Other Services-Calworks Workshop	1,500
C0001626	11	APR	Performance Riverside	Krinke, Gary	Professional Services	4,000
P0009678	11	AAA	Chancellor's Office	G/M Business Interiors	Other Services-Furniture Re-locate & Install	1,890
P0009680	11	DZH	Athletics	Mission Football Conference	Memberships	2,000
P0009681	11	DZH	Athletics	Orange Empire Conference	Memberships	4,900
P0009682	12	DDD	Facilities - Riverside	D & N Sealing Co.	Construction Contract	8,500
P0009692	12	EMA	President - Norco	Fairmont Hotel	Conferences	1,503
P0009694	12	EMA	President - Norco	Rites, Richard	Conferences	1,500
P0009695	12	EMA	President - Norco	Riverside Travel, Inc.	Conferences	1,500
P0009698	12	EOC	Arts, Humanities & World Languages	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	2,246

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PO#	Fund	Location	Department	Vendor	Description	Amount
P0009702	12	EMA	President - Norco	Leeward Community College	Conferences	2,000
P0009704	12	AJV	VTEA	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	8,203
P0009706	12	FMA	President - Moreno Valley	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,988
P0009709	11	AMC	Information Services	DataTel, Inc.	Computer Software Maint/License	8,824
P0009710	11	AMC	Information Services	DataTel, Inc.	Computer Software Maint/License	2,165
P0009718	11	AJA	Academic Affairs	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,888
P0009725	11	AAP	Public Affairs & Institutional Advancement	AT&T	Advertising	1,284
P0009727	11	ADD	Facilities	Acoustcraft, Inc.	Remodel Projects	1,231
P0009732	11	ADD	Facilities	SK Telecon, Inc.	Remodel Projects	14,800
P0009742	11	DDD	Facilities - Riverside	Wessel Mechanical	Repairs	1,946
P0009745	11	ADD	Facilities	Graybar Electric Co	Remodel Projects	5,188
P0009746	11	DJA	Academic Affairs	Oce North America, Inc.	Equip Additional \$200-\$4999	1,405
P0009747	41	EDD	Facilities - Norco	Culver - Newlin	Equip Additional \$200-\$4999	11,180
P0009751	12	DZD	Health Services - Riverside	Hospital Associates	Equip Additional \$200-\$4999	2,267
P0009757	41	EDD	Facilities - Norco	Virco, Inc.	Instructional Supplies	57,548
P0009767	12	AXD	Community & Economic Development	Display Tech Exhibits	Advertising	1,702
P0009771	11	FTA	Academy / Criminal Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,608
P0009774	11	ADD	Facilities	Clark Security Products	Remodel Projects	2,896
P0009779	41	EDD	Facilities - Norco	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	13,184
P0009780	12	DWA	Allied Health	Office Depot	Equip Additional \$200-\$4999	2,003
P0009783	41	EDD	Facilities - Norco	Spectrum Industries	Equip Additional \$200-\$4999	8,958
P0009784	41	EDD	Facilities - Norco	NEC Unified Solutions, Inc.	Equip Additional \$200-\$4999	1,932
P0009785	12	DZP	Disabled Student Services	Temecula Valley Office Interiors	Equip Additional \$200-\$4999	4,955
P0009786	41	DYA	Library - Riverside	Office Depot	Other Supplies	2,608
P0009789	41	DYA	Library - Riverside	Office Depot	Other Supplies	1,002
P0009790	12	FYA	Library - Moreno Valley	Dell Computers	Instructional Supplies	3,267
P0009791	12	FYA	Library - Moreno Valley	Memory Suppliers, Inc	Instructional Supplies	2,489
P0009792	11	DYA	Library - Riverside	Spinitar	Equip Additional \$5000 >	94,884
P0009795	11	AZB	Admissions & Records	Golden Pacific Systems, Inc.	Other Supplies	4,628
P0009809	12	AJV	VTEA	Hyatt Regency	Conferences	4,924
P0009809	11	DWA	Allied Health	Hyatt Regency	Conferences	1,610
P0009810	41	EDD	Facilities - Norco	Contract Carpet	Equip Additional \$200-\$4999	1,950
P0009811	12	AJV	VTEA	Burst Communications, Inc	Equip Additional \$200-\$4999	12,508
P0009813	11	AAP	Public Affairs & Institutional Advancement	Synergistic Mailing Services	Other Services-Mailing Fall Schedule	4,400
P0009821	11	AAA	Chancellor's Office	Community College League of California Comm Memberships	Community College League of California Comm Memberships	26,304
P0009825	11	ACD	Institutional Effectiveness	Flick, Arend	Conferences	1,155
P0009826	11	DZH	Athletics	Venus Textiles	Instructional Supplies	1,509

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 7/30/07 thru 8/29/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0009831	11	FTA	Academy / Criminal Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,048
P0009833	11	FMA	President - Moreno Valley	Big Red Apple	Rents and Leases	2,721
P0009836	12	FZP	Disabled Student Services - Moreno Valley	Temecula Valley Office Interiors	Equip Additional \$200-\$4999	3,336
P0009841	11	ADD	Facilities	NEC Unified Solutions, Inc.	Remodel Projects	3,864
P0009842	11	AAA	Chancellor's Office	Mission Inn	Other Travel Expenses	1,067
P0009850	12	AZF	EOPS	Town and Country Resort Hotel	Conferences	2,702
P0009851	11	AAP	Public Affairs & Institutional Advancement	Press Enterprise	Advertising	1,350
P0009868	11	DQB	Life Sciences	Bio-Rad Laboratories	Instructional Supplies	1,507
P0009870	11	AAP	Public Affairs & Institutional Advancement	Valley Printers, Inc.	Printing Class Schedule	31,662
P0009872	12	AJV	VTEA	Microengineering Labs Inc.	Instructional Supplies	6,251
P0009873	12	AJV	VTEA	Raneco	Instructional Supplies	6,090
P0009877	41	DDD	Facilities - Riverside	Plumbing Specialists, Inc	Construction Contract	13,520
P0009903	11	AJO	Open Campus	United States Postal Service	Postage	15,516
P0009903	11	AJO	Open Campus	United States Postal Service	Postage	3,879
P0009904	11	AAP	Public Affairs & Institutional Advancement	Los Angeles Times	Advertising	1,601
P0009905	11	DZH	Athletics	91 Express Lanes	Transportation Contracts	1,500
P0009918	11	AZA	Student Services	Card Integrators	Comp Equip Additional \$200-\$4999	1,382
P0009923	11	DYA	Library - Riverside	3M Customer Service	Repairs	2,290
P0009925	41	FDD	Facilities - Moreno Valley	Ram Plumbing Heating & Air	Fixtures & Fixed Equipment	19,648
P0009937	11	AMC	Information Services	Numara Software User Conference	Conferences	1,495
P0009939	11	ADD	Facilities	Foundation For California	Computer Software Maint/License	16,500
P0009940	11	ADA	Administration & Finance	Office Depot	Comp Equip Additional \$200-\$4999	1,401
P0009944	12	DWA	Allied Health	Alaris Medical Systems, Inc.	Software <\$200	8,472
P0009946	32	AZM	Food Services	State Board of Equalization	Sales Tax	2,008
P0009949	12	AXD	Community & Economic Development	Culver - Newlin	Equip Additional \$200-\$4999	4,150
P0009964	11	AAP	Public Affairs & Institutional Advancement	Clear Channel Broadcasting, Inc.	Advertising	5,060
P0009969	61	ADF	Risk Management	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,854
P0009970	61	ADF	Risk Management	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,784
P0009972	61	ADF	Risk Management	Schools Excess Liability Fund	Liability Insurance	301,411
P0009974	61	ADF	Risk Management	Bearcom	Equip Replacement \$200-\$4999	1,678
P0009979	11	AZA	Student Services	G/M Business Interiors	Equip Additional \$200-\$4999	4,886
P0009981	12	AJV	VTEA	Henry Schein Inc.	Equip Additional \$5000 >	39,868
P0009983	12	EMA	President - Norco	Sehi Computer Products, Inc.	Equip Additional \$200-\$4999	1,492
P0009984	11	AJO	Open Campus	Augusto, Inc.	Computer Software Maint/License	7,599
P0009986	11	DMD	Learning Resource Center - Riverside	OmniMusic	Other-Annual License Fee	1,600
P0009994	11	DMD	Learning Resource Center - Riverside	Firstcom Music	Other-Annual License Fee	1,003
P0009999	11	AMC	Information Services	Computerland of Silicon Valley	Computer Software Maint/License	79,453
P0010000	12	AXD	Community & Economic Development	Hyatt Regency	Conferences	1,158

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
7/30/07 thru 8/29/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0010001	12	AXD	Community & Economic Development	Association of Small Business Development Cer	Conferences	1,485
P0010016	12	EYA	Library - Norco	Barnes & Noble	Books/New and Expanded Library	15,366
P0010019	11	ADD	Facilities	Graybar Electric Co	Remodel Projects	5,188
P0010020	11	ADD	Facilities	SK Telecon, Inc.	Remodel Projects	13,450
P0010021	41	AMC	Information Services	Forsythe Solutions Group, Inc	Comp Equip Additional \$200-\$4999	2,400
P0010023	11	EQE	Physical and Life Sciences	Sargent-Welch	Instructional Supplies	2,305
P0010024	11	AMC	Information Services	Vigilar	Conferences	7,095
P0010031	11	ADD	Facilities	Cecil Harbour Painting & Decorating	Remodel Projects	2,197
P0010032	11	ADD	Facilities	Martinez Electrical Contractor	Remodel Projects	2,640
P0010036	12	ACW	Workforce Preparation	Xlprep.Com	Periodicals/Magazines	3,000
P0010038	12	ACW	Workforce Preparation	ARCO Am/Pm	Other Transportation Supplies	1,250
P0010041	11	ADD	Facilities	NEC Unified Solutions, Inc.	Equip Additional \$200-\$4999	3,864
P0010042	11	EQE	Physical and Life Sciences	Fisher Scientific	Instructional Supplies	3,790
P0010043	11	EQE	Physical and Life Sciences	Bio-Rad Laboratories	Instructional Supplies	1,514
P0010044	11	EQE	Physical and Life Sciences	Ward's Natural Science Estab	Instructional Supplies	2,112
P0010045	41	EDD	Facilities - Norco	OfficeMax	Equip Additional \$200-\$4999	3,265
P0010046	11	DPB	Information Systems & Technology	Minitab, Inc.	Computer Software Maint/License	1,347
P0010073	11	FTA	Academy / Criminal Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,626
P0010074	11	DYA	Library - Riverside	ADT Security	Repairs	7,997
P0010078	11	EMA	President - Norco	Officemax	Equip Additional \$200-\$4999	4,584
P0010080	11	AMC	Information Services	Sunward Adventures	Conferences	1,800
P0010081	41	EDD	Facilities - Norco	Spinitar	Equip Additional \$5000 >	26,878
P0010082	11	AZB	Admissions & Records	Perfect Form Business Services, Inc	Copying and Printing	1,061
P0010083	11	AZB	Admissions & Records	Perfect Form Business Services, Inc	Copying and Printing	2,497
P0010086	12	AXD	Community & Economic Development	Hilton Hotel	Rents and Leases	1,341
P0010089	11	AMC	Information Services	Technology Integration Group	Comp Equip Additional \$200-\$4999	1,889
P0010092	11	AMC	Information Services	Datatel, Inc.	Conferences	9,900
P0010100	11	AAP	Public Affairs & Institutional Advancement	Synergistic Mailing Services	Other Services-Mailing Mini Fall Schedule	7,850
P0010103	12	AJV	VTEA	Clear Vision Networks, Inc.	Equip Additional \$200-\$4999	11,904
P0010104	11	AAF	Diversity, Equity & Compliance	Ray Birge & Associates	Consultants	2,400
P0010104	11	AZR	Campus Police	Ray Birge & Associates	Consultants	2,400
P0010105	11	APR	Performance Riverside	In Your Office	Equip Additional \$200-\$4999	2,799
P0010106	11	DWA	Allied Health	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,565
P0010110	12	AJV	VTEA	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,613
P0010113	11	AMC	Information Services	Nexus IS, Inc	Comp Equip Additional \$200-\$4999	1,538
P0010115	12	ACW	Workforce Preparation	Captio Corporation	Other Supplies	2,701
P0010125	12	FJA	Educational Services	Weaver Instructional Systems	Computer Software Maint/License	5,388
P0010126	12	ACW	Workforce Preparation	C&M Towing LLC	Repairs	1,000

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 7/30/07 thru 8/29/07

PO#	Fund	Location	Department	Vendor	Description	Amount
B0000873	32	AZM	Food Services	Riverside Dairy Farms	Food	9,650
C0001011	41	FDD	Facilities - Moreno Valley	WWCOT	Architecture Services	968,604
C0001057	41	DDD	Facilities - Riverside	Higginson+Cartozian Architects, Inc	Parking	110,474
C0001144	41	AZR	Campus Police	Security By Design	Infrastructure Studies Project	32,363
C0001206	41	DDD	Facilities - Riverside	Noresco	Utility Retrofit Improvements	2,856,155
C0001206	41	EDD	Facilities - Norco	Noresco	Utility Retrofit Improvements	1,322,715
C0001206	41	FDD	Facilities - Moreno Valley	Noresco	Utility Retrofit Improvements	1,198,597
C0001367	41	FDD	Facilities - Moreno Valley	Higginson+Cartozian Architects, Inc	Modular Redistribution	61,351
C0001374	41	DDD	Facilities - Riverside	Higginson+Cartozian Architects, Inc	Modular Redistribution Riverside	70,400
C0001378	11	AJC	Occupational Education	Banc of America Leasing	Lease-Konica Minolta Bizhub	4,800
C0001378	11	DSA	Applied Technology	Banc of America Leasing	Lease-Konica Minolta Bizhub	9,600
C0001392	41	ADD	Facilities Planning	MDA Johnson Favaro, LLP	Norco Long Range Master Plan	362,867
C0001403	41	FDD	Facilities - Moreno Valley	Hinkley and Associates, Inc	Modular Redistribution Project	1,039,619
C0001404	41	EDD	Facilities - Norco	Hinkley and Associates, Inc	Modular Redistribution Project-Norco	860,482
C0001415	41	DDD	Facilities - Riverside	Higginson+Cartozian Architects, Inc	MV Riv Food Service, PBX Network	30,238
C0001437	41	FDD	Facilities - Moreno Valley	Higginson+Cartozian Architects, Inc	Mo Val Food Service Remodel	90,426
C0001441	41	DDD	Facilities - Riverside	Higginson+Cartozian Architects, Inc	Food Service Remodel	31,312
C0001453	41	EDD	Facilities - Norco	WCS/CA	Professional Services	1,748
C0001453	41	FDD	Facilities - Moreno Valley	WCS/CA	Professional Services	8,740
C0001455	41	EDD	Facilities - Norco	Harley Ellis Devereaux	Design Services	722,818
C0001479	11	DMC	Information Services - Riverside	Western Data Enterprises, Inc	Maintenance Contract	82,625
C0001479	11	EMC	Information Services - Norco	Western Data Enterprises, Inc	Maintenance Contract	28,445
C0001479	11	FMC	Information Services - Moreno Valley	Western Data Enterprises, Inc	Maintenance Contract	24,381
C0001498	11	AJO	Open Campus	D & D's Dance Center	Presenter	13,000
C0001529	11	AXB	Customized Solutions	Gereau, Servando	Training	10,000

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

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 7/30/07 thru 8/29/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0008956	12	EQE	Physical and Life Sciences	Ward's Natural Science	Instructional Supplies	5,134
P0009483	11	AMC	Information Services	Herman, Richard	Conferences	1,663
P0009484	11	AMC	Information Services	Muehlebach, Eric	Conferences	2,044
P0009585	12	EZG	Campus Student Services - Norco	Oceguera, Gustavo	Conferences	1,199
P0009606	11	DWA	Allied Health	Howard, Lisa	Conferences	1,227
P0009641	12	AJV	VTEA	Discount Cardiology	Equip Additional \$200-\$4999	1,615
					Purchase Orders - Pages 1 - 10	4,024,723
					PO Additions - Pages 11 - 12	9,964,293
					Purchase Orders \$1,000 and Over	13,989,015
					Purchase Orders under \$1,000	182,548
					Grand Total	14,171,563

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3

Date: September 4, 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 the Amendment to Employment Contracts as per the attached list.

James L. Buysse
Interim Chancellor

Prepared by: Art Alcaraz
Director, Diversity & Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-5-a

Date: September 11, 2007

Subject: Award of Bid – Information Technology Building Air Conditioning Project
Riverside Campus

Background: On August 29, 2007, the District received four (4) bids for the Information Technology Air Conditioning Project in response to an Invitation for Bid solicitation. The results were as follows:

<u>Contractor</u>	<u>Total Bid</u>	<u>Business Location</u>
Allison Mechanical	\$48,678	Redlands
Los Angeles Air Conditioning	\$58,000	La Verne
HP Mechanical	\$33,900	San Dimas
AMP Mechanical (Bid Rejected as Non-Responsive)		

Staff has reviewed the bids and recommends rejecting the bid from AMP Mechanical for being non-responsive to the scope of work required. Staff recommends awarding the bid to HP Mechanical for the total bid amount of \$33,900. References for HP Mechanical were checked by Purchasing staff and were found to be satisfactory. This project will be funded from the FY 2006-07 State Scheduled Maintenance allocation.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Information Technology Building Air Conditioning Project to HP Mechanical in the amount of \$33,900 and authorize the Interim Vice Chancellor, Administration and Finance to sign the associated agreement.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Becky Elam
Vice President-Business Services,
Riverside

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-5-b

Date: September 11, 2007

Subject: Award of Bid – Arroyo Baseball Building Roofing Project Riverside Campus

Background: On August 29, 2007, the District received three (3) bids for the Arroyo Baseball Building Roofing Project in response to an Invitation to Bid solicitation. The results were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Add Alternate #1 Rain Gutters</u>	<u>Total Bid</u>	<u>Business Location</u>
Best Roofing Avi-Con Inc. DBA	\$87,878	\$13,200	\$101,078	Gardena
Ca Construction Cabral Roofing (Bid Rejected as Non-Responsive)	\$148,384	\$4,200	\$152,584	Riverside

Staff has reviewed the bids and recommends rejecting the bid from Cabral Roofing for being non-responsive to the licensing requirement. Staff recommends awarding only the Base Bid to Best Roofing for the total amount of \$87,878. References for Best Roofing were checked by Purchasing staff and were found to be satisfactory. This project will be funded from the FY 2006-07 State Scheduled Maintenance allocation.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Arroyo Baseball Building Roofing Project to Best Roofing in the total amount of \$87,878 and authorize the Interim Vice Chancellor, Administration and Finance to sign the associated agreement.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Becky Elam
Vice President-Business Services,
Riverside

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: September 11, 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) Ms. Helena Largent, veteran service technician, admissions and records, Riverside Campus, to travel to Spokane, Washington, July 15-19, 2007, to attend the Western Association of Veteran Education Specialist Conference. Estimated cost: \$1,481.29. Funding source: the general fund.
- 2) Mr. Charles Murillo, adjunct instructor, English, Riverside Campus, to travel to Oxford, England, July 17-19, 2007, to participate in the Oxford Round Table. Estimated cost: \$4,269.00. All costs were paid by the employee.

Revisions:

- 1) At the meeting of June 19, 2007, the Board of Trustees approved out-of-state travel for Mr. Joseph DeGuzman, assistant professor, mathematics, to travel to Kilauea Military Center, Hawaii National Park, Hawaii, August 5-10, 2007, to attend the National Great Teachers Seminar. Estimated cost: \$1,971.78. Funding source: Title V grant funds. The dates of travel changed to August 4-13, 2007.

Current:

Moreno Valley Campus:

- 1) Dr. Lisa Conyers, vice president, educational services, to travel to Chicago, Illinois, October 19-22, 2007, to attend the Hispanic Association of Colleges and Universities 21st Annual Conference. Estimated cost: \$2,114.28. Funding source: Title V grant funds.

Norco Campus:

- 1) Mr. Greg Aycock, outcomes assessment specialist, Title V Program, to travel to Indianapolis, Indiana, November 4-6, 2007, to attend the Assessment Institute 2007 Conference. Estimated cost: \$1,390.00. Funding source: Title V grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: September 11, 2007

Subject: Out-of-State Travel

- 2) Mr. Paul VanHulle, instructor, manufacturing technology, to travel to Washington, D.C., October 17-19, 2007, to attend the Advanced Technological Education Principal Investigators Conference 2007. Estimated cost: \$1,007.33. Funding source: the National Science Foundation grant funds.

Riverside City College:

- 1) Ms. Julie Crippin, analyst programmer, information services, to travel to Reston, Virginia, September 30-October 4, 2007, to attend Datatel Technical Training Week. Estimated cost: \$3,374.10. Funding source: the general fund.
- 2) Ms. Chie Ishihara, instructor, business administration, to travel to Saint Louis, Missouri, October 14-17, 2007, to attend a Title VIB Conference. Estimated cost: \$1,907.33. Funding source: Title VIB grant funds.
- 3) Mr. Rick Kile, analyst programmer, information services, to travel to Reston, Virginia, September 30-October 4, 2007, to attend Datatel Technical Training Week. Estimated cost: \$3,275.00. Funding source: the general fund.
- 4) Mr. Ju Sung Lee, analyst programmer, information services, to travel to Reston, Virginia, September 30-October 4, 2007, to attend Datatel Technical Training Week. Estimated cost: \$3,295.00. Funding source: the general fund.
- 5) Dr. Mark Lehr, associate professor, computer information systems, to travel to Las Cruces, New Mexico, September 12-16, 2007, to accompany four students visiting the National Aeronautics and Space Administration White Sands Test Facility. Estimated cost: \$2,786.50. Funding source: Information Systems and Technology – NASA grant funds.
- 6) Ms. Carla Miano, network specialist/data, information services, to travel to Ft. Lauderdale, Florida, October 28-November 10, 2007, to attend Cisco Certified Network Professional Bootcamp/Technical Training and Certification. Estimated cost: \$7,095.00. (\$5,404.00 for tuition costs.) Funding source: the general fund.
- 7) Mr. Jose Natal, analyst programmer, information services, to travel to Reston, Virginia, September 30-October 4, 2007, to attend Datatel Technical Training Week 2007. Estimated cost: \$3,280.82. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: September 11, 2007

Subject: Out-of-State Travel

- 8) Dr. Carolyn Quin, dean, Riverside School for the Arts, to travel to Charleston, South Carolina, October 13-20, 2007, to attend the International Council of Fine Arts Deans Looking Forward Looking Back Innovation and Tradition in the Arts Conference, Estimated cost: \$2,417.00. Funding source: the general fund.

Riverside Community College District:

- 1) Ms. Suzanne Adams, director, Procurement Assistant Center, to travel to Arlington, Virginia, October 27-November 1, 2007, to attend the 2007 Association for Procurement Technical Assistance Center Fall Training Conference. Estimated cost: \$2,439.25. Funding source: Procurement Assistance Center grant funds.
- 2) Mr. Robert Corona, director, Center for International Trade Development, to travel to St. Louis, Missouri, October 14-17, 2007, to attend the 2007 Business and International Education Director's meeting. Estimated cost: \$1,765.21. Funding source: the Center for International Trade Development grant funds.
- 3) President Mary Figueroa, Board of Trustees, to travel to Chicago, Illinois, October 19-22, 2007, to attend the Hispanic Association of Colleges and Universities 21st Annual Conference. Estimated cost: \$1,957.32. Funding source: the general fund.
- 4) Mr. Jose Medina, Member, Board of Trustees, to travel to Chicago, Illinois, October 19-22, 2007, to attend the Hispanic Association of Colleges and Universities 21st Annual Conference. Estimated cost: \$1,957.32. Funding source: the general fund.
- 5) Mr. Henry Rogers, director, Center for Applied Competitive Technologies, to travel to San Antonio, Texas, October 3-6, 2007, to attend the National Coalition of Advanced Technology Centers Conference. Estimated cost: \$1,702.33. Funding source: Center for Applied Competitive Technologies grant fund.
- 6) Mr. Henry Rogers, director, Center for Applied Competitive Technologies, to travel to Washington, D.C., October 17-19, 2007, to attend the Advanced Technological Education Principal Investigators Conference 2007. Estimated cost: \$1,007.33. Funding source: National Science Foundation grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: September 11, 2007

Subject: Out-of-State Travel

- 7) Mr. Jeffrey Williamson, statewide director, Centers for International Development, to travel to Bangkok, Thailand, and Ho Chi Minh City, Vietnam, October 6-15, 2007, to lead a trade mission of California colleges and universities to recruit students. Estimated cost: \$3,558.95. Funding source: California Community Colleges Economic and Workforce Development Programs grant funds.

James L. Buysse
Interim Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-8-a

Date: September 11, 2007

Subject: Agreement with Norman A. Traub Associates

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Norman A. Traub Associates for investigative services to be provided to the diversity, Equity and Compliance Office.

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The agreement is to conduct investigations of allegations of misconduct related to harassment and/or discrimination against an employee or employees of the District, as requested by District's Department of Diversity and Human Resources. Contractor warrants that he and associates are qualified to conduct such investigations.

The term of the agreement is from August 9, 2007 through June 30, 2008 at an hourly rate of \$130.00, plus expenses (mileage at 48.5 cents per mile, telephone, photocopying). In the event that Contractor is required to provide testimony at a post-investigation hearing; deposition; or trial, the fee shall be \$250.00 per hour (four hour minimum), plus expenses as defined above. The total amount of the Agreement shall not exceed \$5,000.00, payable within 30 days of receipt of detailed invoice. Funding source: General fund.

This agreement has been reviewed by Melissa Kane, Vice Chancellor, Diversity and Human Resources, Chani Beeman, District Director, Diversity, Equity and Compliance and Ruth Adams, Director, Compliance, Contracts, and Legal Services.

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

James L. Buysse
Interim Chancellor

Prepared by: Chani Beeman
District Director, Diversity, Equity and Compliance

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
NORMAN A. TRAUB ASSOCIATES, INVESTIGATION SERVICES

THIS AGREEMENT is made and entered into on this eleventh (11) day of September, 2007, by and between Norman A. Traub Associates, 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: Conduct investigations of allegations of misconduct related to harassment and/or discrimination against an employee or employees of the District, as requested by District's Department of Diversity and Human Resources. Contractor warrants that he and associates are qualified to conduct such investigations.
2. The term of this agreement shall be from August 9, 2007 through June 30, 2008.
3. Contractor's fee shall be an hourly rate of \$130.00, plus expenses (mileage at 48.5 cents per mile, telephone, photocopying). In the event that Contractor is required to provide testimony at a post-investigation hearing; deposition; or trial, the fee shall be \$250.00 per hour (four hour minimum), plus expenses as defined above. The total amount of the Agreement shall not exceed \$5,000.00, payable within 30 days of receipt of detailed invoice.
 - a. Should District require Contractor to obtain a business license, District will reimburse Contractor for cost of same.
4. Contractor's contact, and the person to whom Contractor shall release all findings of any investigation conducted on behalf of the District, is Ms. Chani Beeman, Director, Diversity, Equity and Compliance.
5. During the term of this Agreement, CONTRACTOR shall defend, indemnify and hold the District 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, associates, agents, affiliates and employees, arising out of the performance of this Agreement.
6. Contractor shall provide proof of liability insurance and provide District with a certificate of insurance with an endorsement naming the District as additional insured.
7. 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.

8. Contractor, and any associates or employees providing investigative services or working on District cases, agrees to maintain confidentiality of information obtained and shall not provide any information to the news media regarding any investigation conducted on behalf of the District.
9. Contractor is an independent contractor and no employer-employee relationship exists between Contractor and District. Contractor is not entitled to Workers' Compensation benefits or any other benefits afforded to employees of District.
10. This Agreement may not be assigned by either party without the prior written consent of the other. Contractor may delegate the investigation to an Associate upon approval of District.
11. This contract may be terminated by either party with 30 days advance notice in writing. Failure to deliver services as requested constitutes reason for termination of this Agreement.
12. 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.
13. 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

Norman A. Traub Associates

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

By: _____
Norman A. Traub, Owner
5409 Via Fonte
Yorba Linda, CA 92886-5006
(714) 693-3428

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-8-b

Date: September 11, 2007

Subject: Agreement with Atkinson, Andelson, Loya, Ruud & Romo

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Atkinson, Andelson, Loya, Ruud & Romo for investigative services to be provided to the Diversity, Equity and Compliance Office.

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The agreement retains and engages the Law Firm to perform investigation and legal services on District's behalf. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee. The term of the agreement is from August 1, 2007 until June 30, 2008 at a cost of \$225.00 for Partners and Senior Associates, \$200.00 for Associates and \$115.00 for paralegals and legal assistants. The Law Firm shall bill in quarter-hour increments. Funding source: General fund.

This agreement has been reviewed by Melissa Kane, Vice Chancellor, Diversity and Human Resources, Chani Beeman, District Director, Diversity, Equity and Compliance and Ruth Adams, Director, Compliance, Contracts, and Legal Services.

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

James L. Buysse
Interim Chancellor

Prepared by: Chani Beeman
District Director, Diversity, Equity and Compliance

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of August 2007, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing August 1, 2007, through June 30, 2008. For the period August 1, 2007, through June 30, 2008, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Twenty-Five Dollars (\$225.00) for Partners and Senior Associates, Two Hundred Dollars (\$200.00) for Associates and One Hundred Fifteen Dollars (\$115.00) for paralegals and legal assistants. The Law Firm shall bill in quarter-hour increments.

B. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm may advance costs on behalf of the District, as necessary. If any one cost item (as described below) exceeds \$750.00, Law Firm needs to seek written approval from the District Director of Diversity, Equity and Compliance. Written approval can be in the form of a letter sent by U.S. Mail, e-mail, or fax. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

C. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the

time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefore will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

D. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

E. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

F. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

G. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder as respects the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

H. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefore. Further, the District agrees that, with respect to any litigation where the

Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

I. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

J. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. NON-DISCRIMINATION

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

V. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VI. DURATION

This Agreement shall be effective August 1, 2007, through June 30, 2008, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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VII. EXECUTION DATE

This Agreement is entered into this _____.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

Dated: _____

By:

SHERRY G. GORDON

“District”

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

Dated: _____

By:

AARON S. BROWN

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-8-c

Date: September 11, 2007

Subject: Agreement with Benefit Communications Services

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Benefit Communication Services to provide a first draft of a restated plan document for the Riverside Community College District Health Plan.

The RCCD Health Plan is a self insured PPO medical plan offered as a choice to district employees. Claims are administered by Riverside County Foundation for Medical Care. The plan description is an important document informing participants of plan provisions and how it operates. It provides a schedule of benefits, describes how benefits are covered, including effective dates, termination dates and informs enrollees how service and benefits are calculated and claims processed.

The current plan document has not been updated since 1985 and has 14 plan amendments. The consultant will restate the plan document with updated legal language and incorporate the 14 plan document amendments into the body of the plan document. The restated plan document will provide both employees and benefit administration with important and accurate plan information and contribute to a timely and fair process for benefit claims administration.

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

James L. Buysse
Interim Chancellor

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
BENEFIT COMMUNICATIONS SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2007, by and between Benefit Communications Services, 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: Provide a First Draft of the Restatement of the Plan Document for the Riverside Community College District Health Plan.
 - a. The services will be provided at: 262480 Enterprise Court, Lake Forest CA 92630
 - 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 September 12, 2007 through January 31, 2008.
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$3,000.00, 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.
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

BENEFIT COMMUNICATIONS
SERVICES

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

By: _____
Sharon Moe
26248 Enterprise Court
Lake Forest CA 92630

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT SERVICES

Report No.: V-A-8-d

Date: September 11, 2007

Subject: Agreement with Market-Based Solutions

Background: Attached for the Board's review and consideration is a renewal agreement between Riverside Community College District and Market-Based Solutions to assist RCCD with the preparation of registration forms and the purchase of emission credits for compliance with South Coast Air Quality Management District's ("SCAQMD") Rule 2202. SCAQMD Rule 2202, issued in 1998, applies to any employer who employs 250 or more employees on a full or part-time basis for a consecutive six-month period. Rule 2202 provides employers with options to reduce mobile source emissions generated from employee commutes, to comply with federal and state Clean Air Act requirements, Health & Safety Code Section 40458, and Section 182(d)(1)(B) of the federal Clean Air Act. Purchasing emissions credits through Market-Based Solutions significantly reduces fines that RCCD would otherwise pay to SCAQMD. The emissions credits purchased cover all three campuses. The term of the agreement is from July 3, 2007 through July 2, 2010. The net total due is approximately \$61,074.00, with the first year payment of \$20,358.00 being due and payable upon execution of this agreement; the second year payment of approximately \$20,358.00 being due and payable no later than August 3, 2008; the third year payment of approximately \$20,358.00 being due and payable no later than August 3, 2009. Payments are based upon the "Daily Average Peak Window Employee Count" and will fluctuate according to this count in year two and three of this agreement. Funding source: General Fund.

Recommended Action: It is recommended the Board of Trustees approve the agreement, from October 1, 2007 through September 30, 2010, for an amount not to exceed \$69,074 and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Hank Rosenfeld
Interim Director/Chief, Department of Safety and Police



Cover Sheet
(8 pages)

To: Sgt. Richard Henry 951-222-8030
Riverside Community College (fax) 951-222-8901

From: Catherine Drummond (818-543-5925 x104) June 13, 2007

Subject: 3 Year's compliance
MBS - RULE 2202 EMISSION CREDITS PAPERWORK

Please find attached:

1. 3 Year's compliance agreement and three Attachments (one for each campus) to purchase the Emission Credits you are required to surrender to the AQMD.
 - Please execute the signature page (Page 3 of the agreement).
2. MBS invoice for the 1st Year Payment Amount due.
 - Please submit for payment.
 - Please mail a check for the amount indicated on the invoice to:

MBS
P.O. Box 29486
Los Angeles, CA 90029-0486
attn: Contract Administration

Please **fax back** the following to us at **818-548-5740**:

- A copy of the executed signature page of the agreement (*Item 1*).

We look forward to being of service to you. Please call me at 818-543-5925 x104, if you have any questions.

3 year's compliance

**AGREEMENT TO PURCHASE
EMISSION CREDITS**

The Company identified on Attachment 1 hereto (hereinafter referred to as the "Company") seeks to acquire Emission Credits to be applied pursuant to South Coast Air Quality Management District ("SCAQMD") Rule 2202, On-Road Motor Vehicle Mitigation Options ("Rule 2202").

Market-Based Solutions, Inc. ("MBS"), a California Corporation, generates Emission Credits pursuant to the requirements of Rule 2202.

THEREFORE, MBS and Company agree as follows:

1. Registration Form. As directed by Company, MBS shall assist Company with the preparation of the Rule 2202 registration form, including the calculation of the Emission Reduction Targets ("ERTs"), for submittal by Company to the SCAQMD. Should Company request MBS's assistance in calculating its ERTs, Company shall provide MBS with accurate information on which to base such calculations. Company shall be solely responsible for the accuracy and adequacy of such information, which shall include daily average commute vehicle trips and employee commute trips during the Peak Window as determined pursuant to Rule 2202. Company shall be responsible for submitting the registration form and any required supporting documentation, paying any associated SCAQMD fees, and satisfying any other applicable requirements of Rule 2202.
2. Emission Credits. MBS shall generate, and Company shall purchase from MBS, the Emission Credits required to satisfy Company's ERTs for its Rule 2202 compliance years 2007, 2008, 2009.
3. Payments. Company shall remit to MBS certain payments in amounts specified in Attachment 1 hereto, subject to the payment adjustment provisions of paragraph 4, as follows:
 - a. The "1st Year Payment" shall be paid upon execution of this agreement.
 - b. The "2nd Year Payment" shall be paid no later than August 3, 2008.
 - c. The "3rd Year Payment" shall be paid no later than August 3, 2009.

Payment is due within 30 days of invoice date. Late payments are subject to a service charge of one and one-half percent (1-1/2%) per month, or portion thereof, accruing from the date such late payment was due. In the event any payment is not made, MBS will not be required to transfer any Emission Credits to Company, and MBS may in its sole discretion advise the SCAQMD that any Emission Credit transfers from MBS to Company have been voided. Any such action shall not limit the recourse that MBS may have against Company.

3 year's compliance

4. Payment Adjustment. The payments specified in Attachment 1 are based upon the Daily Average Peak Window Employee count used to determine Company's ERTs for its 2007 Rule 2202 compliance year (the "2007 Employee Count") as specified in Attachment 1. In the event the actual Daily Average Peak Window Employee count approved by the SCAQMD (the "Actual Employee Count") for use in calculating the Company's ERT for any Rule 2202 compliance year differs from the 2007 Employee Count, then the respective payment due pursuant to paragraph 3 shall be adjusted by adding to said payment an amount equal to (a) the Actual Employee Count minus (b) the 2007 Employee Count, times twenty-six dollars (\$26).

5. Notices. All invoices, payments or other communications should be sent to the following addresses or to such other location as either party may provide to the other from time to time:

If to Company:

Notice Address as specified in Attachment 1 hereto

If to MBS:

Market-Based Solutions
P.O. Box 29486
Los Angeles, CA 90029-0486
Attention: Contract Administration

6. Changes in Regulations. Company acknowledges that the SCAQMD may amend or rescind any of its regulations or administrative guidelines at anytime. Any such amendment or rescission could impact Company's ability to use the Emission Credits purchased pursuant to this agreement or the adequacy of such Emission Credits to satisfy SCAQMD regulatory requirements. Company shall indemnify and hold harmless MBS from any claim, loss, or liability which Company may assert against MBS as a result of any such amendment or rescission.

7. Waiver of Performance. Waiver of performance of any obligations by either party shall not be a waiver of performance of any other obligation or a future waiver of the same obligation.

8. Governing Law. The validity and interpretation of this agreement shall be governed by the internal laws of the State of California applicable to agreements made and to be fully performed therein, without giving effect to the principles of conflicts of laws. If any provision of this agreement is deemed to be invalid, prohibited or otherwise unenforceable, such provision shall be ineffective as to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions hereof.

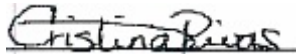
9. Arbitration. The parties agree that all disputes arising out of or relating to this agreement shall be settled by arbitration, in Los Angeles, California, before the Judicial Arbitration and Mediation Service ("JAMS") pursuant to the rules of that association. The parties agree that the decision of the arbitrator shall be final and binding on each of the parties. The prevailing party to such arbitration shall be entitled to reimbursement of any and all reasonable fees of counsel and expenses incurred, and shall not be assessed or charged any of the arbitration costs or expenses.

3 year's compliance

10. Complete Agreement. This agreement may be executed in one or more counterparts or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement constitutes the entire and complete agreement between the parties hereto and Company acknowledges that in entering into this agreement, no reliance is made on any other statements verbal or written. This agreement may be modified only by a written instrument executed by the parties hereto.

The undersigned parties agree to the terms and conditions of this agreement.

Market-Based Solutions, Inc.



Signed by: Cristina Rivas
Contract Administrator
Date: June 13, 2007

Riverside Community College

Signed by: _____ Date: _____

Name:

Title:

3 year's compliance

Attachment 1

Company: Riverside Community College - **Riverside Campus**

Notice Address:

Riverside Community College - **Riverside Campus**
4800 Magnolia Avenue
Riverside, CA 92506-1299
attn: Sgt. Richard Henry

Daily Average Peak Window Employee Count: 580.0

1st Year Payment: \$15,085.00

2nd Year Payment: \$15,085.00

3rd Year Payment: \$15,085.00

Total Contract Payments: \$45,255.00

3 year's compliance

Attachment 1

Company: Riverside Community College - **Moreno Valley**

Notice Address:

Riverside Community College - **Moreno Valley**
16130 Lassell Street
Moreno Valley, CA 925519
attn: Sgt. Richard Henry

Daily Average Peak Window Employee Count: 91.0

1st Year Payment: \$2,361.67

2nd Year Payment: \$2,361.67

3rd Year Payment: \$2,361.67

Total Contract Payments: \$7,085.00

3 year's compliance

Attachment 1

Company: Riverside Community College - **Norco Campus**

Notice Address:

Riverside Community College - **Norco Campus**
2001 Third Street
Norco, CA 92860
attn: Sgt. Richard Henry

Daily Average Peak Window Employee Count: 112.0

1st Year Payment: \$2,911.33

2nd Year Payment: \$2,911.33

3rd Year Payment: \$2,911.33

Total Contract Payments: \$8,734.00



Market-Based
SOLUTIONS

June 13, 2007

Riverside Community College
4800 Magnolia Avenue
Riverside, CA 92506-1299
attn: Sgt. Richard Henry

3 year's compliance

INVOICE

<u>DATE</u>	<u>PRODUCT OR SERVICE</u>	<u>AMOUNT</u>
6/13/07	Purchase of SCAQMD certified Emission Credits for Rule 2202 compliance	

2007 - 1st Year Payment

RIVERSIDE CAMPUS (Based upon 580 peak employees) \$15,085.00

2007 Rule 2202 Compliance*

*Total usable to meet ERT: VOC 1,114, NOx 1,181 pounds, CO 11,828 pounds.

MORENO VALLEY CAMPUS (Based upon 91 peak employees) \$2,361.67

2007 Rule 2202 Compliance*

*Total usable to meet ERT: VOC 175 pounds, NOx 185 pounds, CO 1,856 pounds.

NORCO CAMPUS (Based upon 112 peak employees) \$2,911.33

2007 Rule 2202 Compliance*

*Total usable to meet ERT: VOC 215 pounds, NOx 228 pounds, CO 2,284 pounds.

NET TOTAL DUE **\$20,358.00**

Please remit payment to:

Market-Based Solutions
P.O. Box 29486
Los Angeles, CA 90029-0486
attn: Contract Administration

Telephone: 818 543-5925 x111

Tax ID # 95-4443403

Terms: Net 30 Days

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT SERVICES

Report No.: V-A-8-e

Date: September 11, 2007

Subject: Agreement with The Community College Foundation

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and The Community College Foundation to provide a coordinated work experience program in accordance with Government Code section 19133 that provides registered college students with the opportunity to obtain part-time employment with the State of California in work related to their field of study. The District has participated in this arrangement in an informal way for many years. The Foundation provides description and requirements of the internship which gives students training experience related to their program of study. To be eligible for a student assistant position/internship, the student will be required to be continuously enrolled in a minimum of six semester units and maintain a GPA of 2.0. The District will post the recruitment and verify the student's field of study. The term of this agreement is for the period of September 12, 2007 through September 11, 2009. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve this agreement, from September 12, 2007 through September 11, 2009, at no cost the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Debbie DiThomas
Interim Vice Chancellor, Student Services and Operations
Gregory Ramirez
Job Placement Coordinator

COORDINATED WORK EXPERIENCE AFFILIATION AGREEMENT

This agreement (“AGREEMENT”) is entered into this 12th day of September, 2007 between Riverside Community College District (“INSTITUTION”) and The Community College Foundation (“FOUNDATION”).

This AGREEMENT is for the sole purpose of establishing a coordinated work experience program in accordance with Government Code section 19133 that provides registered college students with the opportunity to obtain part-time employment with the State of California (“WORKSITE”) in work related to their field of study.

I. PROGRAM INFORMATION

A. Field-Related Learning Experience

1. The FOUNDATION ensures each student is provided with a student-focused learning experience within the student’s field of study that also meets the needs of the WORKSITE.
2. Upon commencement of employment, the student is provided with a duty statement which details the student’s tasks and responsibilities that is aligned with his/her field of study.
3. ELIGIBILITY FOR STUDENT ASSISTANT POSITION/INTERNSHIPS- Students are required to be continuously enrolled in a minimum of six (6) semester (nine {9} quarter) units and maintain a minimum cumulative Grade Point Average (GPA) of 2.0 at the INSTITUTION (some WORKSITES may request higher requirements).

NOTE: units/classes must be related to the student’s field of study and demonstrate that the student is in active pursuit of a higher education degree.

II. FOUNDATION’S RESPONSIBILITIES

- A. FOUNDATION agrees to provide a detailed description of internship duties and requirements on the internship recruitment form or job announcement.
- B. FOUNDATION and WORKSITE will provide the student with training experience related to the student’s major or program, as specified in the posted internship recruitment form or job announcement.
- C. FOUNDATION, in conjunction with the INSTITUTION, will conduct enrollment/grade collections at the end of each school session (excluding summer session and for semester

schools only, winter session) and ensure that each student continues to meet the enrollment and cumulative GPA requirements.

- D. FOUNDATION agrees to provide INSTITUTION with current list of students, majors, worksites, pay rates and description of the students' duties as requested.
- E. FOUNDATION will provide the student with the Work Experience verification form.
- F. FOUNDATION will post open internship positions on Campus Career websites or similar.

III. INSTITUTION'S RESPONSIBILITIES

- A. INSTITUTION will verify that a student's work experience is within the student's field of study by:
 - 1. Posting the internship recruitment form or job announcement on their respective websites or bulletin boards, if applicable.
 - 2. Advising any interested students to forward current transcripts and any resumes to the FOUNDATION for consideration in the hiring pool.
 - 3. Signing the "Work Experience Verification" form verifying that the work experience is related to the eligible student's field of study. ***Student will bring the verification form to an appropriate school representative familiar with his/her academic focus.*

IV. AGREEMENT TERM

This AGREEMENT will become effective upon the date of its execution and will remain in effect until September 12, 2009, two years after the execution date of this agreement, unless otherwise revoked by either party.

By signing below, each party agrees to the term in this affiliation agreement.

The Community College Foundation

Riverside Community College
District

By: _____

Signature

By: _____

Signature

Tara Martinez

Aaron S. Brown

Director of Administration

Interim Vice Chancellor
Administration and Finance

Date: _____

Phone: 916-418-5105

Email: tmartinez@communitycollege.org

Address: 1901 Royal Oaks Drive
Sacramento, CA 95815

Date: _____

Phone: 951-222-8480

Email: gregory.ramirez@rcc.edu

Address: 4800 Magnolia Avenue
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT SERVICES

Report No.: V-A-8-f

Date: September 11, 2007

Subject: Agreement with Dr. John Jang

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Dr. John Jang to provide assistance and consulting services to the District's International Student Program. Dr. Jang will contact educational institutions, bureaus and agencies in China to explore and develop joint programs to recruit students from China to RCCD. A previous agreement with Dr. Jang has resulted in five Visa students from China for fall 2007 and additional applications in progress for spring 2008. Each International student generates \$6,000.00 in revenue and typically enrolls for 3 years before transferring to a university. The term of the agreement is September 15, 2007 to June 30, 2008, at a cost not to exceed \$7,000.00 for travel expenses. Funding source: General Fund/International Student Tuition Funds.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from September 15, 2007 to June 30, 2008, at a cost not to exceed \$7,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Marylin Jacobsen
Director, Center for International Students

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
DR. JOHN JANG

This agreement is made and entered into on this 12th day of September, 2007, by and between Dr. John Jang, hereinafter referred to as "Contractor", and Riverside Community College District, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide assistance to the Director for the Center for International Students and Programs by contacting and working with, in China, appropriate schools, colleges, universities, bureaus of education and other agencies to explore and develop joint programs with RCCD and recruit students from China to come to RCCD.
2. The services outlined in Paragraph 1 will be provided by the Consultant working out of the International Center and on his own in China, at no salary. He will be reimbursed for direct expenses (airfare, hotels, taxis, meals, phones) upon receipt of invoice for such expenses not to exceed \$7,000 for two to three trips to and within China.
3. The services rendered by the Consultant are subject to review by the Director of the International Center and the President.
4. The terms of this agreement shall be from September 12, 2007, through June 30, 2008.
5. 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.
6. 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 of RCCD with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

7. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.
8. Contractor is an independent contractor and no employer-employee relationship exists between Contractor and District.
9. 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.
10. The parties acknowledge that no representation, 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.
11. 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

Aaron S. Brown
Interim Vice Chancellor,
Administration and Finance

Dr. John Jang
20334 Shadow Mountain Road
Walnut, CA. 91789
909-594-4660

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-g

Date: September 11, 2007

Subject: Agreement with Los Angeles Community College District

Background: Presented for the Board's review and consideration is the renewal of an agreement between Riverside Community College District and Los Angeles Community College District. Under the terms of the agreement, Los Angeles Valley College will access the 4faculty.org modules and resources. 4faculty.org was a grant-funded project developed by Riverside Community College District which provides online professional development. It includes 22 learning modules designed specifically for community college faculty. Los Angeles Valley College will provide 4faculty.org access for their vocational education department beginning on July 1, 2007 and continuing through June 30, 2008, inclusive. The sum of \$1,900.00 will be paid by Los Angeles Valley College to Riverside Community College District for this service. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees ratify this agreement, for July 1, 2007 through June 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness



LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

Short Term Agreement

Bill To:
Los Angeles Valley College
Business Office
5800 Fulton Avenue
Valley Glen, CA 91401
T) 818-947-2318

Vendor Address

RIVERSIDE COMMUNITY COLLEGE
4800 MAGNOLIA AVE
RIVERSIDE CA 92506-1299

Ship To:
Los Angeles Valley College
5701 Ethel Avenue
Valley Glen, CA 91401
(818)-947-2996

Information

Contract Number 4500097933
Contract Amount \$ 1900.00
Contract Date 08/02/2007
Vendor Number 1003363
Payment Terms Payment Due Net 30 days
Buyer/Phone V-Purchasing / 818-947-2336
Requestor/Phone LAURIE NALEPA / 818-947-2498
Freight Terms FOB Destination
Start date 07/01/2007
End date 06/30/2008

Contract # must be referenced on all correspondence.

Funds Center 10595-V6012
Commitment Item 563200

Description / scope of work

LICENSE FOR 4FACULTY.ORG ONLINE PROFESSIONAL DEVELOPMENT WEBSITE WITH 22 LEARNING MODULES DESIGNED SPECIFICALLY FOR THE NEEDS OF COMMUNITY COLLEGE FACULTY, FOR THE VOCATIONAL EDUCATION DEPARTMENT, DURING THE PERIOD JULY 1, 2007 TO JUNE 30, 2008, INCLUSIVE.

(Continued on the next page, if applicable)

The above work will not exceed \$ 1900.00. This amount includes all applicable taxes and does not include the federal excise tax, which is not applicable. Upon completion of the work, the Contractor will submit an invoice to the authorized college representative identified below. For work based on material and labor charges, such charges will be segregated and itemized in detail with state and local taxes shown. The Contractor agrees to accomplish the above-described work and further agrees to comply with the general provisions for this work, which appear on the following page(s) of this form.

ACKNOWLEDGED BY:

Contractor's Signature

Date Signed

Aaron S. Brown

Print Name

Interim Vice Chancellor, Administration and Finance

Title of Position in Company

It is the policy of the Los Angeles Community College District, in connection with all work performed at its Colleges, that there be no discrimination against any prospective or active employee engaged in the work because of race, color, national origin, ancestry, religious creed, sex, age, physical or mental disability, medical condition, marital status and/or sexual orientation, except as provided in section 12940 of the Government Code. Therefore, by accepting this Order, the Contractor agrees to comply with the applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 et seq. and Labor Code section 1735.

RECOMMENDED BY:

Authorized College Representative

Date

PRINT NAME:

COLLEGE APPROVAL:



LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

Agreement No.
4500097933

Page 2 of 2

GENERAL CONTRACT TERMS AND CONDITIONS

Notwithstanding anything to the contrary contained in the agreement between the Los Angeles Community College District (the "District") and RIVERSIDE COMMUNITY COLLEGE ("Contractor"), dated 08/02/2007, the following General Contract Terms and Conditions shall apply and prevail:

1. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this agreement, the Contractor is an independent contractor, and not an officer, employee, partner, joint venturer, or agent of the District.
2. **INVOICES AND PAYMENTS.** Payment shall be made by the District's Accounts Payable Office upon provision of the goods and/or services described herein, and upon submittal of invoice(s) approved by the College President or appropriate designee; or appropriate District Office administrator, or designee. Payment by the District shall constitute full and final payment, unless the Contractor files a claim for error or omission within ninety (90) days of the date of invoice.
3. **WARRANTY.** Contractor warrants that all goods or services furnished under this agreement shall be in accordance with District specifications. All work and services shall be done and completed in a thorough, workmanlike manner. All goods shall be new, merchantable, fit for their intended purposes, free from all defects in materials and workmanship, free from defects in design, in good working order and shall perform in accordance with the manufacturer's standard specifications. All goods furnished and all work performed shall be subject to the District's inspection. Goods and services which are not in accordance and conformity with the above specifications, shall be rejected and, in the case of goods, promptly removed from the District premises at the Contractor's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications, the cost of such test shall be paid by the Contractor. On all questions concerning the acceptability of the goods and services, the decision of the District shall be final and binding upon the parties. The District shall not unreasonably exercise its judgment.
4. **DEFAULT BY CONTRACTOR.** The District shall hold the Contractor liable and responsible for all damages which may be sustained because of failure or neglect of the Contractor to comply with any term or condition herein, it being specifically provided that time shall be of the essence in the delivery of the purchased goods or services. If the Contractor fails or neglects to furnish or deliver any of the goods or services at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, or cancel or rescind any or all items affected by such default, and may, whether or not the purchase is canceled in whole or in part, purchase the goods or services elsewhere without notice to the Contractor. The District shall retain all other rights and remedies under law.
5. **TERMINATION OF AGREEMENT.** The District may terminate this agreement upon thirty (30) calendar days' prior written notice to the Contractor. In the event of such termination, each party shall be liable for all obligations in favor of the other party accruing prior to the date of such termination, but shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. In addition, this agreement may be subject to termination as provided in Section 18.
6. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
7. **INDEMNIFICATION/LIMITATION OF LIABILITY.** The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. Contractor hereby waives and releases the District from any claims Contractor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents, except to the extent caused by the District's wilful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Contractor and Contractor's exclusive remedies against the District.
8. **AMENDMENT OF AGREEMENT.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. All modifications and amendments to this agreement shall be in writing and signed by the authorized representatives of the District and the Contractor.
9. **ASSIGNMENT OF AGREEMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
10. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
11. **NON-DISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
12. **EQUAL OPPORTUNITY EMPLOYER.** Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
13. **COMPLIANCE WITH LAW/PERMITS AND LICENSES.** The Contractor and all of its employees or agents shall comply with all applicable laws, ordinances, rules and regulations, including but not limited to all applicable laws and regulations governing the bidding process, and shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of goods or services hereunder.
14. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
15. **TAXES.** California Sales Tax, Use Tax and/or the Los Angeles County Uniform Local Sales and Use Tax, where applicable, shall be separately identified on each invoice to the District. The federal excise tax, and state and local property taxes, are not applicable, as college districts are exempt therefrom.
16. **NON-WAIVER.** A waiver of a breach or default by the District under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of the District to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.
17. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
18. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-h

Date: September 11, 2007

Subject: Agreement with San Bernardino Hilton

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the San Bernardino Hilton. The agreement is for meeting space and banquet services for Desert Regional Consortium meetings, held five times each year, for a total amount not to exceed \$15,000.00. The Desert Regional Consortium is funded through a Perkins IV State Leadership grant and provides a coordinated response to meeting the vocational and technical education and economic development needs of the Inland Empire region through professional development; improving linkages and strengthening partnerships in the region and within the state, disseminating best practices, and increasing the visibility of vocational and technical education and economic development opportunities throughout the region. Once the Interim Vice Chancellor of Administration and Finance signs the agreement, the individual banquet event order will be signed by the Associate Vice Chancellor of Occupational Education. Funding source: Perkins IV State Leadership Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement for September 24, 2007, for an amount not to exceed \$2,500.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, and authorize the Associate Vice Chancellor, Occupational Education, to sign the individual banquet event order.

James L. Buysse
Interim Chancellor

Prepared by: Ron Vito
Associate Vice Chancellor, Occupational Education

Hilton  San Bernardino

This agreement is made between the Hilton San Bernardino (hotel) and Riverside Community College District, whose signature hereon signifies agreement to the following:

DATE OF EVENT: September 24, 2007
ORGANIZATION: Riverside Community College
ENGAGER (PATRON): RON VITO
ADDRESS: 4800 Magnolia Avenue
CITY: Riverside, CA ZIP: 92506

1. **CONFIRMATION and ASSIGNMENT of FUNCTION SPACE:** The function space noted on this BEO (Banquet Event Order) indicates the space that is tentatively being held and will be held on a definite basis upon signing of this BEO by both parties. The terms and conditions of any group sales or catering sales agreement previously signed regarding this event remain in force. Any further agreements and/or Banquet Event Orders regarding this event form part of this agreement. If for any reason the function space reserved is not available for your event, you agree that we may substitute space of appropriate size and comparable quality for your event. If you plan to print or publish the assigned space, please contact us first to confirm the room assignment.
2. **GUARANTEE OF CHARGES:** At least 72 hours (three business days) before your event, you must inform us, in writing, of the exact number of people who will attend your event and is not subject to reduction. The arrangements set forth on the BEO (banquet event order) will serve as the final arrangements for your event. The services, products, fees etc., as noted will be provided at the time of your event and you will be charged based on the event guarantee that you give us or the number of people served, whichever is greater. We will not undertake to serve more than 5% more than this guaranteed minimum.
3. **DEPOSITS/TAXES:** We request that you pay a deposit of 0% of the estimated dollar value of the event when you sign this agreement. You agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event. In the State of California , gratuities and public room rental are subject to an eight (8)% tax.
4. **CANCELLATION:** You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, you agree to pay the liquidated damages outlined in your sales agreement, if any, or the guarantee amount as set forth in paragraph 2, whichever is greater. As products and services must be purchased and scheduled in advance, notification of thirty (30) business days or less before the event will require all charges (including labor and service fees, rentals and applicable taxes) for the final guarantee or contracted number of guests and full room rental will be charged. Additional damages may be owed for cancellation of your sleeping room contract.
5. **PAYMENT:** Unless you have established credit in advance with us, you will pay the entire contract price in cash or by credit card or by certified check at least three business days prior to your function or by personal bank check two weeks prior to your function. We may terminate

this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee provided in paragraph 4 if payment is not made as agreed. If you have established credit, payment in full will be due within thirty (30) days of your function.

6. OVERTIME: You agree to begin your event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designated event space at the end time agreed on the BEO. You further agree to reimburse us for any expense incurred by us because of your failure to comply with these regulations

7. GRATUITY: 17% of the food and beverage total plus applicable state or local tax will be added to your account as a gratuity and fully distributed to servers, and where applicable, busers and/or bartenders assigned to the Event.

10. PRICE INCREASES: There may be increases in prices due to unforeseen changes in market conditions at the time of your event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices. Alternatively, we, at our option, may in such event make reasonable substitutions in menus and you agree to accept such substitutions

11. SET UP: Set-up changes on the day/night of the event will incur a minimum fee of \$45.00 per room. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover hotel cost and additional labor. If equipment is necessary that exceeds hotel's inventory, then you agree to pay for the cost of renting this additional equipment. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

12. OUTSIDE FOOD AND BEVERAGE: Due to state law, you may not bring into the hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space regardless if hotel labor is required.

12. DISPLAYS AND DECORATIONS; YOUR PROPERTY: We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. All displays and/or decorations will be subject to our prior written approval.

13. SECURITY: If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, we will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located. Hotel will provide written notice and costs and service.

14. CONDUCT OF EVENT: Group agrees to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event.

15. INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and the Owner, and the Management Company and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the hotel.

16. FIRE SAFETY: You agree to obtain at your own expense and provide copies to the hotel if requested to do so of any and all necessary licenses, permits or approvals for your event, including, but not limited to, licensing, Fire Marshall, Health Department, or other permits.

18. DELIVERIES: Arrangements for delivery of packages should be made through the catering/sales office. Receiving, handling and shipping charges may apply. No COD packages will be accepted.

19. PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any printed material, advertisements or promotional materials in connection with your function, which specifically reference the Hilton name or logo.

20. COLLECTION/ATTORNEY'S FEES: The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees, costs and pre and post judgment interest. If the hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, you will pay all expenses incurred by us in such collection efforts.

22. AMENDMENTS/CHANGES: The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events.

23. INSURANCE: You agree, if requested by us, to obtain and keep in force, during the term of its occupancy and use of our premises for your event, policies of general liability insurance, specifically referring to and including the contractual liability referred to in paragraph 12, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of \$1,000,000.00 with such responsible insurance companies satisfactory to us. You agree to include Hotel, Hilton and Owner in such policies as additional insureds thereunder. You agree to deliver to us at least three (3) days prior to your event copies of certificates of insurance for each policy required by us.

24. FORCE MAJEURE. Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States make it illegal or impossible for the hotel to hold the event.

25. Parking is subject to availability and the hotel is not liable for any loss damage fire or theft howsoever caused to any vehicle on its premises. In the event of a power company blackout, the hotel does not incur any liability nor will it consider any refunds for circumstances beyond its control.

26. Renovation of the hotel will be in progress at various times throughout the year. Every effort will be made to minimize any inconvenience to your event.

27. Music in all outdoor areas shall cease at 10.00pm on Friday, Saturday and Sunday nights and at 9pm on Monday through Thursday nights. Volume of amplified music played in private rooms and/or outdoors on hotel property shall be regulated at the discretion of the Hotel staff so as not to unduly disturb other events/registered guests of the Hotel. Failure of the Patron to cooperate with hotel staff to eliminate any disturbance will result in the hotel closing the event without liability for loss of revenue, lack of service or provision of services as described on this Banquet Event Order.

28. The Hotel reserves the right to inspect and control all private functions. Should the number of guests attending increase by to where the safety and well-being of other Hotel guests and/or Hotel property is jeopardized the Hotel reserves the right to cancel the function without liability to the Patron.

Date Booked:	By: Lynn Davis-Domme
Date Written:	By: LD
Title:	

Patron confirms that he/she has the authority of acceptance and assumes personal responsibility for the performance of the contract.

Patron: _____ Date _____
Riverside Community College District
Aaron S. Brown, Interim Associate Vice Chancellor
Administration and Finance

Hotel: _____ Date: _____

Hilton  San Bernardino

Date written: 8/2/07

285 East Hospitality Lane, San Bernardino, Ca 92407 Tel. 909-388-7907 Fax 909-889-9313 lynn_davis-domme@hilton.com

BANQUET EVENT ORDER

DATE OF FUNCTION: MONDAY, SEPTEMBER 24, 2007

ORGANIZATION/FIRM: RIVERSIDE COMMUNITY COLLEGE

POST AS: RCC / DESERT REGIONAL CONSORTIUM: DEAN'S MEETING

NAME OF ENGAGER: TERRI ERICKSON

IN-HOUSE CONTACT:

OFFICE PHONE: 951-222-8131

OFFICE FAX: 951-682-5914

EMAIL: TERRI.ERICKSON@RCC.EDU

ADDRESS: 4800 MAGNOLIA AVENUE

CITY: RIVERSIDE, CA

ZIP: 92506

BILLING NAME:

HOUSE ACCOUNT:

BILLING INSTRUCTIONS: DIRECT BILL (NET 30 DAYS) P.O. # B-0002223

HOTEL CONTACT: LYNN DOMME

FUNCTION INFORMATION

NATURE OF FUNCTION	FROM	TO	ROOM	RENT/SET-UP	# OF GUESTS
ROOM SET & OPEN	7:30 AM		1/3 BALLROOM	\$395.00	25
CONTINENTAL BREAKFAST	8:00 AM				
DEAN'S MEETING	8:30 AM	10:00 AM			
CONSORTIUM MEETING	10:00 AM	3:30 PM			
LUNCH BUFFET	12:30 PM				

FOOD MENU

8:00 AM ~ VIP CONTINENTAL BREAKFAST

SELECTION OF FRESHLY SQUEEZED FRUIT JUICES
FRESH SEASONAL FRUIT
ASSORTED BREAKFAST PASTRIES, MUFFINS,
CROISSANTS AND BAGELS
BUTTER, PRESERVES AND CREAM CHEESE
COFFEE, DECAF AND HOT TEA
\$11.95/PERSON++

ASSORTED SOFT DRINKS @ **\$2.50/EACH++**
(CHARGE ON CONSUMPTION)

12:30 PM ~ MEDITERRANEAN BUFFET

ASSORTED SEASONAL VEGETABLE CRUDITÉS
(WITH RANCH AND BLEU CHEESE)
SPANAKOPITA

GREEK ARTICHOKE SALAD
ANTIPASTO SALAD
FRESH GARDEN SALAD
(WITH ASSORTED DRESSINGS)

WHITE WINE CHICKEN WITH MANGO CHUTNEY
HALIBUT WITH TOMATO SAFFRON BUERRE BLANC SAUCE
(SERVED WITH TENDER ARTICHOKE HEARTS AND KALAMATA OLIVES)

LONDON BROIL BORDELAISE WITH A
CRIMINI MUSHROOM GLAZE
RICE PILAF

MIXED MEDITERRANEAN VEGETABLES
WARM FOCACCIA BREAD

ASSORTED DESSERTS

COFFEE, DECAF, HOT OR ICED TEA
\$21.95/PERSON++

**++ALL FOOD AND BEVERAGE IS SUBJECT TO A
17% GRATUITY AND AN 8% STATE SALES TAX**

FINAL GUARANTEED # OF GUESTS DUE
THREE DAYS PRIOR TO EVENT

ROOM SET-UP

SET UP:

6 - CRESCENT ROUNDS OF 5
WHITE LINEN ON TABLES (**DOUBLE CLOTHS**)
PROJECTOR TABLE
EXTENSION CORD/POWER STRIP
COFFEE STATION
BUFFET TABLES
DESSERT STATION

BANQUETS:

ICE WATER & GLASSES ON TABLES
PADS, PENS, & MINTS

AUDIO VISUAL:

SCREEN @ **\$30.50 INCLUSIVE**

CLIENT WILL PROVIDE OWN PROJECTOR

+Audio Visual equipment is handled by ALLIANT Audio Visual and is subject to tax and set-up fees.

THIS EVENT ORDER IS SUBJECT TO THE TERMS AND CONDITIONS
AGREED TO BY THE PATRON AND THE HOTEL. INITIAL _____

Hilton  San Bernardino

Date written: 8/2/07

285 East Hospitality Lane, San Bernardino, Ca 92407 Tel. 909-388-7907 Fax 909-889-9313 lynn_davis-domme@hilton.com

BANQUET EVENT ORDER

DATE OF FUNCTION: MONDAY, SEPTEMBER 24, 2007

ORGANIZATION/FIRM: RIVERSIDE COMMUNITY COLLEGE

POST AS: RCC / CAL WORKS

NAME OF ENGAGER: TERRI ERICKSON

IN-HOUSE CONTACT:

OFFICE PHONE: 951-222-8131

OFFICE FAX: 951-682-5914

EMAIL: TERRI.ERICKSON@RCC.EDU

ADDRESS: 4800 MAGNOLIA AVENUE

CITY: RIVERSIDE, CA

ZIP: 92506

BILLING NAME:

HOUSE ACCOUNT:

BILLING INSTRUCTIONS: DIRECT BILL (NET 30 DAYS) P.O. # B-0002223

HOTEL CONTACT: LYNN DOMME

FUNCTION INFORMATION

<u>NATURE OF FUNCTION</u>	<u>FROM</u>	<u>TO</u>	<u>ROOM</u>	<u>RENT/SET-UP</u>	<u># OF GUESTS</u>
ROOM SET & OPEN	7:30 AM		***TBA	\$225.00	10
CAL WORKS MEETING	8:30 AM	10:30 AM			

FOOD MENU

***THIS GROUP WILL BE INCLUDED IN THE COUNT FOR THE CONTINENTAL BREAKFAST FOR CONTRACT EDUCATION.

SET UP:

CONFERENCE STYLE
WHITE LINEN ON TABLES

*** PLEASE PUT THIS MEETING AS CLOSE AS POSSIBLE TO THE CONTRACT EDUCATION MEETING ROOM. THEY ARE SHARING THE SAME COFFEE STATION.

BANQUETS:

CE WATER & GLASSES ON TABLES
PADS, PENS, & MINTS

AUDIO VISUAL:

NONE

++ALL FOOD AND BEVERAGE IS SUBJECT TO A 17% GRATUITY AND AN 8% STATE SALES TAX

FINAL GUARANTEED # OF GUESTS DUE THREE DAYS PRIOR TO EVENT

+Audio Visual equipment is handled by ALLIANT Audio Visual and is subject to tax and set-up fees.

BAR

THIS EVENT ORDER IS SUBJECT TO THE TERMS AND CONDITIONS AGREED TO BY THE PATRON AND THE HOTEL. INITIAL _____

ROOM SET-UP



Date written: 8/2/07

285 East Hospitality Lane, San Bernardino, Ca 92407 Tel. 909-388-7907 Fax 909-889-9313 lynn_davis-domme@hilton.com

BANQUET EVENT ORDER

DATE OF FUNCTION: MONDAY, SEPTEMBER 24, 2007

ORGANIZATION/FIRM: RIVERSIDE COMMUNITY COLLEGE

POST AS: RCC / CAL WORKS

NAME OF ENGAGER: TERRI ERICKSON

IN-HOUSE CONTACT:

OFFICE PHONE: 951-222-8131

OFFICE FAX: 951-682-5914

EMAIL: TERRI.ERICKSON@RCC.EDU

ADDRESS: 4800 MAGNOLIA AVENUE

CITY: RIVERSIDE, CA

ZIP: 92506

BILLING NAME:

HOUSE ACCOUNT:

BILLING INSTRUCTIONS: DIRECT BILL (NET 30 DAYS) P.O. # B-0002223

HOTEL CONTACT: LYNN DOMME

FUNCTION INFORMATION

<u>NATURE OF FUNCTION</u>	<u>FROM</u>	<u>TO</u>	<u>ROOM</u>	<u>RENT/SET-UP</u>	<u># OF GUESTS</u>
ROOM SET & OPEN	7:30 AM		***TBA	\$225.00	10
CAL WORKS MEETING	8:30 AM	10:30 AM			

FOOD MENU

*** PLEASE PUT THIS MEETING AS CLOSE AS POSSIBLE TO THE CONTRACT EDUCATION MEETING ROOM. THEY ARE SHARING THE SAME COFFEE STATION.

***THIS GROUP WILL BE INCLUDED IN THE COUNT FOR THE CONTINENTAL BREAKFAST FOR CONTRACT EDUCATION.

++ALL FOOD AND BEVERAGE IS SUBJECT TO A 17% GRATUITY AND AN 8% STATE SALES TAX

FINAL GUARANTEED # OF GUESTS DUE THREE DAYS PRIOR TO EVENT

BANQUETS:

CE WATER & GLASSES ON TABLES
PADS, PENS, & MINTS

AUDIO VISUAL:

NONE

+Audio Visual equipment is handled by ALLIANT Audio Visual and is subject to tax and set-up fees.

THIS EVENT ORDER IS SUBJECT TO THE TERMS AND CONDITIONS AGREED TO BY THE PATRON AND THE HOTEL. INITIAL _____

BAR

ROOM SET-UP

SET UP:

CONFERENCE STYLE
WHITE LINEN ON TABLES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-i

Date: September 11, 2007

Subject: Agreement with Riverside Marriott

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the Riverside Marriott. The agreement is for meeting space and banquet services for an Occupational Education Retreat to be held on September 28, 2007, for a total amount not to exceed \$2,500.00. Once meeting space and food service are confirmed at the Marriot, the individual banquet event order will be signed by the Associate Vice Chancellor of Occupational Education. Funding source: VTEA 1-C grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 28, 2007, for an amount not the exceed \$2,500.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement and authorize the Associate Vice Chancellor, Occupational Education, to sign the individual banquet event order.

James L. Buysse
Interim Chancellor

Prepared by: Ron Vito
Associate Vice Chancellor, Occupational Education

CATERING AGREEMENT
(September 28, 2007)

Ms. Terri Erickson
Riverside Community College
4800 Magnolia Avenue
Riverside, CA 92506

Please accept this agreement as confirmation that Riverside Marriott is holding the following for Riverside Community College on a tentative basis. Below outlines the arrangements we discussed. Please review, sign, and return to our office by Wednesday (September 12, 2007), in order to secure space on definite basis. Please note that arrangements will not be considered as definite until we receive this signed confirmation.

AGENDA

Date	Start Time	End Time	Function	Room	Setup	Agr
9/28/2007	8:00 AM	3:00 PM	Meeting	Orange Crest	Crescent Rounds	35
9/28/2007	11:30 AM	1:00 PM	Lunch	Imperial Room		35

FOOD AND BEVERAGE

Menu prices can be confirmed six months prior to your scheduled function. A firm and final guarantee is due by 12:00 noon three (3) working days prior to the above function. Exact attendance for functions scheduled for a Monday or Tuesday must be received by Noon the proceeding Friday. If less people than the guarantee are served, the organization will be charged based on the guarantee. The Hotel agrees to be prepared to serve 5% above the guarantee for functions with a guarantee of over 35 people.

GUARANTEES

At the signing of the contract you estimate 35 people for your function and have committed to paying for the estimated charges for no less than 35 persons prior to service charge and sales tax. With any revision, the banquet space is subject to change.

MENU SELECTION

Our menu selections are provided as guidelines and suggestions. Our Catering staff will work with you on any special requests. Your menu selections should be submitted to the Hotel's Catering Department no later than three weeks prior to your scheduled function.

FOOD AND BEVERAGE LIABILITY

Because of the legal liability for all food and beverage served on premise, as well as licensing restrictions, our insurance requires that only Riverside Marriott's food and beverage may be served on Hotel property. Food and Beverage may not be removed from the Hotel property.

STATE TAX & SERVICE CHARGE

All menu items are subject to applicable taxes and services charges. Sales tax will apply to the service charge. All taxes and service charges are subject to change without notice.

AUDIO VISUAL

Pro Audio-Visual Company is our preferred audio-visual representative.

The Catering Department will arrange for the rental of Audio-Visual Equipment that you would require for your meeting. All equipment is subject to a 20% service charge and current California sales tax. Guests will be responsible for all rental and labor charges incurred. Any Audio-Visual items cancelled with 24 hours will be charged at full retail.

Riverside Marriott cannot be held responsible for the storage of a group's own equipment overnight or equipment left at the conclusion of the event.

FUNCTION SPACE

In keeping with your needs as we understand them, the Riverside Marriott has enclosed a tentative agenda listing all meeting space and functions that will be held as part of this agreement. The Riverside Marriott reserves the right to adjust the room assignment based upon actual number guaranteed. The guest agrees to begin the function at the scheduled time and agrees to vacate the designated meeting space at the closing hour indicated on the Banquet Event Order.

Changes in meeting room arrangements within 24 hours will be subject to an additional labor charge.

Banquet Event Orders (BEOs) will be sent to you prior to your group's arrival for our approval. The BEO is our communication to the Set-Up Staff. Any set up requirements, tables, chairs, room ready times, time the meal is served, etc. must appear on these sheets. Please review them carefully and make any changes needed prior to your arrival.

PARKING

For your convenience Valet Parking is available for \$10.00 per day and Self Parking for \$6.00 per day (with no in and out privileges) in our adjacent covered parking structure. Any groups utilizing banquet space for less than four and a half hours will be charged a discounted rate of \$3.00 (with no in and out privileges).

BANQUET TICKETS

Banquet Tickets confirming charges will be presented prior to your departure from the Hotel. Upon completion of your meeting, please contact the Banquet Manager on Duty by Dialing the Operator to receive a copy of the Banquet Tickets. The Riverside Marriott reserves the right to make corrections to the banquet tickets following your departure during the audit process. Following your departure, the Catering Department will audit your Banquet Ticket and corrections may occur to your account. In such cases, the Catering Manager will contact you directly by Phone or mail to discuss the corrections. The client is responsible for payment of all charges, including corrections, in a timely manner.

SECURITY

Riverside Community College acknowledges that the Riverside Marriott cannot be responsible for the safe keeping of equipment, displays, supplies, written materials, or any other items left in the meeting, or conference areas.

Accordingly, Riverside Community College acknowledges that it will be responsible to provide Security if desired as approved by the Riverside Marriott, and hereby assumes the responsibility protection of the above listed items. All security must be approved through the hotel and will be charged to the organization. Normal hotel security policies apply.

All materials left in your meeting room after your scheduled time will be considered disposable and handled accordingly. The hotel will not be responsible for any articles left unattended.

Uniformed security officers must be supplied by client. Please advise the Catering Department two weeks in advance of the scheduled function as to Security Company selected. The Security Company will need to check in with the Front Desk upon arrival. No security officer may be armed within the building. The Riverside Marriott reserves the right to deny entrance to the hotel by any person who appears to be under the influence of alcohol or illegal substances. The Riverside Marriott has the right to terminate the scheduled function with due cause. In such case, all moneys are non-refundable.

SIGNS, BANNERS, AND DISPLAYS

No signs, banners and displays shall be erected or displayed in any part of the Hotel without the approval of the Catering office. Nothing shall be nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building. Easels are available through the Catering Office at a nominal fee. Banners hanging charges may apply.

DECORATIONS

Decorations must be pre-approved by the Catering Department. The Riverside Marriott is not responsible for any Decorations left in the room following the function.

CREDIT AND BILLING

Payment for your scheduled function has been arranged in the following manner:

A deposit of \$__0__.00 is due with the signed contract. Final payment is due three (3) business days prior to the scheduled event based on the guaranteed number of attendees. A credit card guarantee must be supplied with the signed contract as a guarantee of payment for any additional charges. A photocopy of the front and back of the credit card, complete with a legible bank phone number. This contract authorizes the Riverside Marriott to charge the credit card on file for any unpaid amount upon the group departure. All requested deposits are non-refundable.

CANCELLATIONS

Cancellation of this signed agreement may be subject to liquidation damages based on the following scale:

CANCEL WITHIN	% OF ESTIMATED TOTAL
0 – 60 Days	100%
61-180 Days	50%
181-365 Days	25%

A.S.C.A.P.

The Riverside Community College is hereby notified by the Riverside Marriott that any music, live or reproduced, needs to bear the authorization and appropriate waivers as outlined by A.S.C.A.P.

AMERICANS WITH DISABILITIES ACT (ADA)

The Riverside Marriott warrants that as a place of “public accommodation” it is in compliance with the Americans with Disabilities Act and all regulations issued thereunder and that it will, in implementing instructions from the

Riverside Community College, for the meeting covered by this Agreement, make every effort to comply in all respects with the provisions of the ADA and regulations issued thereunder.

The Riverside Community College shall notify the Riverside Marriott in advance of any special accommodations needed by the meeting attendees when such needs are known to the Riverside Community College. The Riverside Marriott agrees to hold harmless the Riverside Community College, it’s officers, volunteer leaders, and employees

from any and all claims arising from ADA violations within the scope and responsibility of the Hotel and its activities.

ACTS OF GOD AND WAR

The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal or impossible to provide facilities to hold the meeting/convention. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party to the other. Any controversy or claim arising out of or relating to cancellation of this contract, for the sole purpose of holding said meeting in another city or hotel facility, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon award rendered by the Arbitration(s) may be entered in any court having jurisdiction thereof.

ACCEPTANCE

The above arrangements have been outlined on a tentative basis through September 11, 2007. As the authorized representative of the Riverside Community College, your signature on the Catering Confirmation shall confirm your agreement with our arrangements and hereby enable us to established function space on a definite basis.

Any changes to this agreement must be approved by the Riverside Marriott and accepted with counter signature by a Riverside Marriott representative. Please initial the bottom right hand corner of each page and return the entire original agreement to the Riverside Marriott.

On behalf of the staff at the Riverside Marriott, we thank you for selecting our hotel to host your event.

Aaron S. Brown
Interim Associate Vice Chancellor
Administration and Finance
Riverside Community College District

Cynthia Crehan
Director of Catering
Riverside Marriott

DATE

DATE

CC/smr

Riverside Marriott

3400 Market Street Riverside, CA 92501
 Phone: 951-784-8000 - Fax: 951-369-7127

AMENDED
 Backup V-A-8-i
 September 11, 2007
 Page 5 of 6

Banquet Event Order # 16,095

Account: Riverside Community College*	Event Date: Friday, September 28, 2007
Post As: Riverside Community College	BEO Name: Riverside Community College
Address: 4800 Magnolia Avenue Riverside, CA 92506	Deposit:
Booked By: Cynthia Crehan	Contact: Ms. Terri Erickson
Catering Srvc: Cynthia Crehan	Phone: 951-222-8131
	Fax: 951-682-5914
	On-Site:

Date	Time	Room	Function	Set-up	AGR	GTD	SET	Rental
Fri, Sep 28, 2007	7:30 AM - 9:00 AM	Orange Crest	Cont. Breakfast		35			\$0.00
Fri, Sep 28, 2007	7:30 AM - 3:00 PM	Orange Crest	Meeting	Crescent Rounds	35			\$0.00
Fri, Sep 28, 2007	11:30 AM - 1:00 PM	Imperial Room	Lunch		35			\$0.00

Menu

-

Serve: 8:00 AM to 9:00 AM - Orange Crest

8:00AM Continental Deluxe

Egg & American Cheese on an English Muffin
 Assorted Chilled Juices
 Fresh Baked Danish
 Muffins & Croissants
 Bagels & Cream Cheese
 Individual Yogurts
 Assorted Cereals & Milk
 An Array of Sliced Fresh Seasonal Fruit
 Freshly Brewed Coffees and Hot Teas

35 people @ \$16.00 Per person

Serve: 11:30 AM to 12:30 PM - Imperial Room

11:30AM Oriental Dynasty

Chinese Chicken Salad
 Asian Sesame Salad
 Watercress & Orange Salad
 Stri-Fried Rice
 Beef Broccoli
 Chicken Stir Fry
 Egg Rolls with Dipping Sauce
 Pastry Chef's Assorted Dessert Selection's include fortune cookies
 Coffee, Tea, Decaf, Iced Te or Lemonade

35 people @ \$25.50 Per person

A service charge of 20% on all sales (which is taxable according to California sales tax) will be added to your account in addition to California State sales tax of 7.75%.

Beverage

-

Setup

-

Event: 7:30 AM to 9:00 AM - Orange Crest

Podium/Microphone
 Crescent Rounds
 Registration Table with 2 Chairs
 Small Table for Clients Projector
 Materials Table

**Ice Water Station
 Pads, Pens, Candies**

**Any changes made within 48 hours of event will be subject to a
 \$75.00 change fee.**

Audio Visual

Event: 7:30 AM to 9:00 AM - Orange Crest

8' Screen @\$60.00 ++ each

Miscellaneous

8:00AM Client Setup/Room Ready
 8:00AM Breakfast Ready
 11:30AM Lunch Ready
 3:00PM Conclusion

BILLING: DIRECT BILL ALL CHARGES. A MINIMUM GUARANTEE OF 35 HAS BEEN ESTABLISHED PER CONTRACTUAL AGREEMENT.

Breakfast Charge: \$560.00
 Approximate Lunch Charge: \$892.50
 Approximate AV Charge: \$60.00
 Service Charge: (20%)\$302.50
 Sales Tax: (7.75%)\$140.66
 Approximate Total: \$1955.66

Your final number of guaranteed guests will be due one week prior to event. This number will be considered as your guarantee, not subject to reduction, for which you will be charged even if less guests attend. For sit down food service, we will prepare and set up for 5% above this guarantee. For buffets, hors d'oeuvres and all other events we prepare for only your guaranteed numbers. Any and all cancellation charges will be determined by the hotel. All cancellations within 30 days of function date will result in full payment required per the contract.

Organization Authorized Signature

Date

Hotel Representative Signature

Date

Riverside Marriott

3400 Market Street Riverside, CA 92501
Phone: 951-784-8000 - Fax: 951-369-7127

Banquet Event Order # 16,095

AMENDED

Backup V-A-8-i
September 11, 2007
: Page 6 of 6

Account: Riverside Community College*	Event Date: Friday, September 28, 2007
Post As: Riverside Community College	BEO Name: Riverside Community College
Address: 4800 Magnolia Avenue Riverside, CA 92506	Deposit:
Booked By: Cynthia Crehan	Contact: Ms. Terri Erickson
Catering Srvc: Cynthia Crehan	Phone: 951-222-8131
	Fax: 951-682-5914
	On-Site:

**3GOLD KEYS:
EXCELLENT FOOD
EXCELLENT SERVICE
CORRECT POST AS**

Any balance due in full upon conclusion

Self Parking at \$3.00 on Own

Your final number of guaranteed guests will be due one week prior to event. This number will be considered as your guarantee, not subject to reduction, for which you will be charged even if less guests attend. For sit down food service, we will prepare and set up for 5% above this guarantee. For buffets, hors d' oeuvres and all other events we prepare for only your guaranteed numbers. Any and all cancellation charges will be determined by the hotel. All cancellations within 30 days of function date will result in full payment required per the contract.

Organization Authorized Signature

Date

Hotel Representative Signature

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-j

Date: September 11, 2007

Subject: Agreements with San Bernardino County Workforce Development Department and Riverside County Economic Development Agency

Background: Attached for the Board's review and consideration are agreements between Riverside Community College District, as fiscal agents for the Riverside County Tech Prep Collaborative, and San Bernardino County Workforce Development Department and Riverside County Economic Development Agency. The contractors will compile an executive summary of labor market data pertaining to allied health occupations in the region and conduct a follow-up survey with employers to determine clinical/training placement opportunities. The Collaborative will use the data to assist determining the current and future skill needs, education, and training requirements in the San Bernardino and Riverside County areas and to develop a number of successful Tech Prep career pathway projects in the Riverside and San Bernardino County areas to address these needs. The terms of the agreements will be from September 12, 2007 through June 30, 2008, for the amounts of \$12,500.00, each. Funding source: Carl D. Perkins Career and Technical Education Improvement Act of 2006, Title II, Tech Prep Collaborative grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for the periods of September 12, 2007 through June 30, 2008, for amounts not to exceed \$12,500.00 each, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements.

James L. Buysse
Interim Chancellor

Prepared by: Ron Vito
Associate Vice Chancellor, Occupational Education

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
SAN BERNARDINO COUNTY WORKFORCE DEVELOPMENT DEPARTMENT

THIS AGREEMENT is made and entered into on this 3RD^{day} of October, 2007, by and between San Bernardino COUNTY WORKFORCE DEVELOPMENT DEPARTMENT, 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: compile an executive summary of the labor market data pertaining to allied health occupations in the region and conduct an employer follow-up survey, with no less than 20 San Bernardino County employers, to validate the data and to identify clinical/training placement opportunities in identified occupations.
 - a. The services will be provided by the Contractor and will be conducted with employers in San Bernardino County. Data compilation will be conducted in Contractor's offices.
2. The term of this agreement shall be from September 12, 2007 through June 30, 2008.
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$12,500.00 payable within thirty (30) days of presentation of invoice.
4. During the term of this Agreement, Contractor shall defend, indemnify and hold the District 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 abide by all state and federal laws regarding discrimination and harassment of 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.

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 without cause by either party with 15 days advance notice in writing, but if the Contractor is terminated by the District, the District will compensate the Contractor for such services as have been provided to the date of the termination. 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

County of San Bernardino

By: _____
Aaron Brown
Vice Chancellor
Administration and Finance

By: _____
Paul Biane, Chairman
Board of Supervisors
County of San Bernardino

Date

Date

4800 Magnolia Ave.
Address

215 North "D" Street, Suite 301
Address

Riverside, CA 92506
City State Zip

San Bernardino, CA 92415
City State Zip

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

THIS AGREEMENT is made and entered into on this 12th day of September, 2007, by and between RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY, 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: compile an executive summary of the labor market data pertaining to allied health occupations in the region and conduct an employer follow-up survey, with no less than 20 Riverside County employers, to validate the data and to identify clinical/training placement opportunities in identified occupations.
 - a. The services will be provided by the Contractor will be conducted with employers in Riverside County. Data compilation will be conducted in Contractor's offices.
2. The term of this agreement shall be from September 12, 2007 through June 30, 2008.
3. Payment in consideration of this agreement includes a flat fee for all services performed in item 1. above, including expenses, and shall not exceed \$12,500.00, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services. Payment shall be made for the entire amount of the contract upon the completion of Contractor's assignment, and after receipt, by District, of an invoice for the total cost of the assignment. Said invoice shall be payable within thirty (30) days of presentation.
4. During the term of this Agreement, Contractor shall defend, indemnify and hold the District 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, District 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 District, its trustees, agents, students and employees, arising out of the performance of this Agreement.

5. Contractor shall abide by all state and federal laws regarding discrimination and harassment of 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.
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. District may, by written notice to Contractor, terminate this Agreement, in whole or in part, at any time. Such termination may be for District's convenience or because of Contractor's failure to perform its duties and obligations under this Agreement, including, but not limited to, the failure of Contractor to timely perform services pursuant paragraph 1 of this Agreement.

Upon receipt of written Notice of Termination, Contractor shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the District all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Contractor in performance of services, whether completed or in progress. District will compensate Contractor for services performed through the date of Notice. Contractor shall provide documentation deemed adequate by District to show the services actually completed by Contractor prior to the date of termination.

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

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

County of Riverside
Economic Development Agency
1151 Spruce Street

Riverside Community College District
Contracts, Compliance & Legal Services
4800 Magnolia Avenue

Riverside, California 92507

Riverside, California 92506

or to such other addresses as from time to time shall be designated by the respective parties.

12. District hereby appoints the Director, Career and Technical Education Projects as its authorized representative to administer this Sublease.

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

Riverside Community College District

Riverside County Economic Development
Agency

By: _____
Aaron Brown
Interim Vice Chancellor
Administration and Finance

By: _____
Kathryn Fortner
Workforce Development Administrator

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-k

Date: September 11, 2007

Subject: Agreement with Riverside City and County Public Library

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Riverside City and County Public Library to provide a facility (community room) for in-service training workshops for Foster and Kinship caregivers. There are five workshop dates: September 19, 2007, October 17, 2007, November 14, 2007, December 5, 2007, and January 23, 2008. The workshops, intended for foster parents and kinship providers, address age appropriate child development, positive discipline, self esteem, health and emancipation issues will fulfill the requirements of the Foster and Kinship Care Education Program. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the five dates listed above, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

**RIVERSIDE CITY AND COUNTY PUBLIC LIBRARY
APPLICATION/AGREEMENT FOR USE OF A COMMUNITY ROOM**

Organization Riverside Community College District requests permission to use a meeting room at the Library as follows:

DATE(S)	TIME	ESTIMATED ATTENDANCE
<u>Sept. 19, 2007</u>	<u>10:00-1:00</u>	<u>15</u>
<u>Oct. 17, 2007</u>	<u>10:00-1:00</u>	<u>15</u>
<u>Nov. 14, 2007</u>	<u>10:00-1:00</u>	<u>15</u>
<u>Dec. 5, 2007</u>	<u>10:00-1:00</u>	<u>15</u>
<u>Jan. 23, 2008</u>	<u>10:00-1:00</u>	<u>15</u>

Purpose of meeting: Continuing education workshops for foster parents and kinship providers

Will an entry fee be charged? No_ Will refreshments be served? Yes Will there be a craft project undertaken? No_

I CERTIFY THAT I HAVE READ, UNDERSTAND, AND WILL ABIDE BY THE RULES AND REGULATIONS OF THE LIBRARY, AND ANY SPECIAL REQUIREMENTS FOR THE USE OF THIS MEETING ROOM, AND THAT ANY FEES PAID WILL BE REFUNDED ONLY IF THE LIBRARY IS NOTIFIED OF OUR CANCELLATION AT LEAST 48 HOURS BEFORE THE SCHEDULED EVENT. THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS THE CITY OF RIVERSIDE, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, FINES OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THE USE OR OCCUPANCY OF ANY LIBRARY MEETING ROOM BY THE ORGANIZATION NAMED ABOVE ON THE DATES REQUESTED ABOVE OR ON ANY OTHER DATES APPROVED FOR LIBRARY MEETING ROOM USE BY SUCH ORGANIZATION IN THE FUTURE, UNLESS SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE RIVERSIDE CITY AND COUNTY PUBLIC LIBRARY.

Name (print) Aaron S. Brown

Signature: Interim Chancellor, Administration & Finance

Address Riverside Community College District Phone: Area Code (951) 222-8789

Library Staff Only
Fees Required:

Paid

Due

Received by:
Check

Today's Date: _____ Date Application Received _____ In Person _____
By Phone _____ By FAX _____ By Mail _____ Initials _____

DATE SIGNED: _____ APPROVED BY: _____

DATE ORGANIZATION NOTIFIED OF DECISION: _____



RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-1

Date: September 11, 2007

Subject: Agreements for Foster and Kinship Care Education Program Workshops

Background: Attached for the Board's review and consideration are agreements between Riverside Community College District and Dan Crain, Katherine (Kiki) Knight, Luz Mocete, Victoria Stephen, and Marlene Victoriano to provide workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas. In fulfillment of the requirements of the Foster and Kinship Care Education program, facilitators will conduct five (5), ten (10), three (3), five (5), and five (5) 3-hour workshops, respectively, beginning September 12, 2007, through January 31, 2008. The facilitators will be paid at the rate of \$50.00 per hour. The workshops, intended for foster parents and kinship providers, address age appropriate child development, positive discipline, self esteem, health and emancipation issues. Total expenses are not to exceed \$750.00, \$1,500.00, \$450.00, \$750.00, \$750.00, respectively. Funding source: Foster Youth Emancipation Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for the periods of September 12, 2007 through January 31, 2008, for amounts not to exceed \$750.00, \$1,500.00, \$450.00, \$750.00, \$750.00, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements.

James Buysse
Interim Chancellor

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

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

DAN CRAIN
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 12th Day of September, 2007, between Dan Crain, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning September 12th, 2007, and will continue in effect until January 31, 2008.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct five (5) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$750.00 and will be paid within 30 days upon receipt of an invoice from Facilitator.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator’s employees included) or any other element of damage

of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 Non-Discrimination . Facilitator shall not discrimination 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. Facilitator understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

Aaron S. Brown
Interim Vice Chancellor
Administration & Finance

Dan Crain

Date

Date

EXHIBIT A

Facilitator Agreement between
Dan Crain
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide five (5) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas beginning September 12, 2007 through January 31, 2008. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct five, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$750.00, for the delivery of five (5) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

KATHERINE (KIKI) KNIGHT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 12th day of September, 2007, between Katherine (Kiki) Knight, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01.1 This Agreement is effective to cover activities beginning September 12th, 2007, and will continue in effect until January 31st, 2008.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct ten (10) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$1,500.00 and will be paid within 30 days upon receipt of an invoice from Facilitator.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.02 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its

agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's employees included) or any

other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.06 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.07 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.08 Non-Discrimination. Facilitator 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. Facilitator understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.04 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.05 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

Aaron S. Brown
Interim Vice Chancellor
Administration & Finance

Katherine (Kiki) Knight

Date

Date

EXHIBIT A

Facilitator Agreement between
Katherine (Kiki) Knight
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide ten (10) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas beginning September 12th, 2007 through January 31st, 2008. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct ten, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$1500.00, for the delivery of ten (10) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

LUZ MOCETE
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 12th Day of September, 2007, between Luz Mocete, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

1.01.1 This Agreement is effective to cover activities beginning September 12th, 2007 and will continue in effect until January 31st, 2008.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct three (3) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$450.00 and will be paid within 30 days upon receipt of invoice from Facilitator.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

4.03 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.

4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold The District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator’s employees included) or any other element of damage

of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by The District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold The District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.09 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.10 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of The District.
- 4.06 Non-Discrimination . Facilitator 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. Facilitator understands that harassment of any student or employee of The District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01.1 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have

been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

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

Riverside Community College District

Facilitator

Aaron S. Brown
Interim Vice Chancellor
Administration & Finance

Luz Mocete

Date

Date

EXHIBIT A

Facilitator Agreement between
Luz Mocete
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide three (3) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning September 12th, 2007 through January 31st, 2008. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct three, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$450.00, for the delivery of three (3) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

VICTORIA STEPHEN
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 12th Day of September, 2007, between Victoria Stephen, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning September 12th, 2007, and will continue in effect until January 31st, 2008.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct five (5) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$750.00 and will be paid within 30 days upon receipt of an invoice from Facilitator.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.04 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold The District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage,

bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by The District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold The District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.11 Treatment of The District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.12 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of The District.
- 4.06 Non-Discrimination . Facilitator 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. Facilitator understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.08 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.09 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of The District.

Riverside Community College District

Facilitator

Aaron S. Brown
Interim Vice Chancellor
Administration & Finance

Victoria Stephen

Date

Date

EXHIBIT A

Facilitator Agreement between Victoria Stephen and Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide five (5) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas beginning September 12th, 2007, through January 31st, 2008. The workshops will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct five, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$750.00, for the delivery of five (5) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

MARLENE VICTORIANO
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 12th Day of September, 2007, between Marlene Victoriano, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning September 12th, 2007, and will continue in effect until January 31st, 2008.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct five (5) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$750.00 and will be paid within 30 days upon receipt of an invoice from Facilitator.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.05 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold The District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its

agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by The District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold The District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.13 Treatment of The District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.14 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of The District.
- 4.06 Non-Discrimination . Facilitator 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. Facilitator understands that harassment of any student or employee of The District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.11 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of The District.

Riverside Community College District

Facilitator

Aaron S. Brown
Interim Vice Chancellor
Administration & Finance

Marlene Victoriano

Date

Date

EXHIBIT A

Facilitator Agreement between
Marlene Victoriano
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide five (5) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside or Hemet areas beginning September 12th, 2007 through January 31st, 2008. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

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

- Conduct five, 3-hour workshops during the year, as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$750.00, for the delivery of five (5) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-m

Date: September 11, 2007

Subject: Agreement with Astro (Asia) Network

Background: Attached for the Board's approval is an agreement between Riverside Community College District and Astro (Asia) Network, to provide event management and marketing services on behalf of the Statewide Strategic HUB, Centers for International Trade Development. These services will include logistics and marketing support for the 4th Annual International Education Fair and related activities in Thailand to promote the export of educational services. Astro Network will provide project management assistance that will include services such as transportation, providing interpreters, follow-up with prospective students, promotion to student groups, meeting arrangements and localization and handling of marketing materials. The term of the agreement is from September 12, 2007 through December 31, 2007, for an amount not to exceed \$5,000.00. Funding source: California Community Colleges, Economic and Workforce Development Program.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of September 12, 2007 through December 31, 2007, for \$5,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND ASTRO (ASIA) NETWORK

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of September 2007, by and between the Riverside Community College District, hereinafter referred to as “RCCD,” and Astro (Asia) Network, hereinafter referred to as “CONSULTANT”.

2. RECITALS.

2.1 CONSULTANT is a professional consultant, experienced in providing international trade event 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 event 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 September 12, 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 \$5,000 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, Centers for International Trade Development, Jeffrey Williamson, or his or her 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 Interim Vice Chancellor, Administration and Finance acts as the signing authority for this contract.

7.6 CONSULTANT's Representative. CONSULTANT hereby designates Dan Shiu-Wah Yeung 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.

7.7 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.

7.8 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.

7.9 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.

7.10 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by RCCD) and hold harmless RCCD, its 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 expenditure, 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.

7.11 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.

7.12 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 or age. 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.

7.13 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.

7.14 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

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

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

7.17 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.

7.18 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:

Dan Shiu-Wah Yeung
Astro (Asia) Network
18472 E. Colima Road, Suite 200
Rowland Heights, CA 91748

Aaron S. Brown
Interim Vice Chancellor, Administration & Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299
Tel: (951) 222 8789

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.

7.19 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.

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

By: _____
Dan Shiu-Wah Yeung
President

Date: _____

Date: _____

EXHIBIT "A"

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. Logistics and marketing support for the 4th Annual Office of Civil Service Commission (OCSC), International Education Fair and related activities in Thailand to assist California colleges and universities in the recruitment of international students to include
 - i. Transportation to special events
 - ii. Localization of marketing materials
 - iii. Providing interpreters to assist California institutions at the international education fair
 - iv. Follow up with prospective students and student promotion groups to generate successes (enrollment of Thai students into California institutions)
 - v. Meeting arrangements
 - vi. Handling of marketing materials shipments

EXHIBIT “B”

COMPENSATION SCHEDULE

- Transportation by shuttle - for California colleges and universities to/from central Bangkok to scholar placement meetings, as arranged by the Office of Civil Service Commission, Thai Government. @ \$200.00
- Marketing localization - translation (from English to Thai) and printing of 50cm X 75cm posters for each California college/university to post in their booth. Two posters per booth @ \$20 per poster. Estimating 7 colleges/universities = approx. \$280.00
- Tradeshow assistance – interpreters (Thai/English) for each CA college/university booth at the Office of Civil Service Commission (OCSC) 4th Annual International Education Expo. @ \$75 per day for 2 days for 7 colleges/universities = approx. \$1050.00.
- Meeting for California colleges/universities to meet with Thai study abroad agents and Thai university/college representatives
 - Conference room at Centrepont, Wireless road = approx. \$150.00
 - Coffee service for 40 persons total, at \$7 per person = approx \$280.00
- Trade lead follow-up – Follow up with study abroad agents and prospective students (and scholars) on behalf of the California colleges and universities via telephone and email (including interpretation between Thai and English) immediately following the trade mission, @1,667 per month for one and a half months = approx \$2,500.00
- Miscellaneous/special handling fees for college/university marketing materials shipments and other incidentals, and communication with the Office of Civil Service Commission to confirm agendas and logistics = approx. \$540.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-n

Date: September 11, 2007

Subject: Consultant Agreement with Los Rios Community College District

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Los Rios Community College District, Center for International Trade Development, to provide event management and marketing services on behalf of the Statewide Strategic HUB, Centers for International Trade Development, to promote the export of education services. The outreach and marketing support will be provided to deliver project services in Northern and Central California. These include advisory meetings and consultation with institutions in Northern California, dissemination of executive training opportunities, assistance with international marketing events and presentations to community college groups. The term of the agreement is from June 1, 2007 through December 31, 2007, for an amount not to exceed \$9,317.00. Funding source: California Community Colleges, Economic and Workforce Development Program.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for the period of June 1, 2007 through December 31, 2007, for an amount not to exceed \$9,317.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND LOS RIOS COMMUNITY COLLEGE DISTRICT

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of June 2007, by and between the Riverside Community College District, hereinafter referred to as "RCCD," and Los Rios Community College District, 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 June 1, 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 \$9,317.00 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 my 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, Centers for International Trade Development, Jeffrey Williamson, or his or her 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 Interim Vice Chancellor, Administration and Finance acts as the signing authority for this contract.

7.6 CONSULTANT's Representative. CONSULTANT hereby designates Brooks Ohlson, Director, Sacramento Regional Center for International Trade Development, 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.

7.7 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.

7.8 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.

7.9 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.

7.10 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by RCCD) and hold harmless RCCD, its 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 expenditure, 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.

7.11 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.

7.12 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 or age. 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.

7.13 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.

7.14 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

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

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

7.17 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.

7.18 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:

Mr. Brooks Ohlson
Director, Sacramento Regional Center for International
Trade Development
Los Rios Community College District
1919 Spanos Court
Sacramento, CA 95825
Tel: (916) 563 3222

Mr. Aaron S. Brown

Interim Vice Chancellor, Administration & Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299
Tel: (951) 222 8789

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.

7.19 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.

7.20 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: _____
Mr. Aaron S. Brown
Interim Vice Chancellor,
Administration and Finance

By: _____
Mr. Brooks Ohlson
Director, Sacramento Regional
Center for International Trade
Development

Date: _____

Date: _____

EXHIBIT "A"

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. Outreach and marketing support to deliver project services in Northern and Central California.
 - i. Advisory meetings with institutions in Northern California, including marketing, organization and registration thereof
 - ii. Dissemination of inbound executive training opportunities
 - iii. Consultation with Northern California institutions regarding international student recruitment opportunities and international partnerships
 - iv. Assistance in implementation of international marketing events and activities related to the promotion of export of education services.
 - v. Provision of all project related data for reporting purposes including, but not limited to: marketing contacts, hours assisted and resulting outcomes associated with effort.
 - vi. Provide presentations to community college groups and higher education based groups at meetings and conferences to raise awareness and cultivate new clients.

EXHIBIT "B"

COMPENSATION SCHEDULE

	Item	Unit	Rate	Total
1	Staff time for marketing communications, outreach and meeting facilitation in Northern and Central California	150 hrs	\$ 45.00	\$6,750.00
2	Miscellaneous office supplies including printing	1	\$ 400.00	\$ 400.00
3	Meeting facilities expenses including refreshments	2	\$ 535.00	\$1,070.00
4	Mileage	200 miles	\$ 0.49	\$ 97.00
5	Travel: Project representation at international students/ study abroad conferences	1	\$1,000.00	\$1,000.00
				\$9,317.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-o

Date: September 11, 2007

Subject: Agreement with U.S. Department of Commerce, International Trade
Administration

Background: Attached for the Board's approval is an agreement between Riverside Community College District and United States Department of Commerce, International Trade Administration, for \$8,180.38, to promote the export of education services for California education services providers on behalf of the Statewide Strategic HUB, Centers for International Trade Development. Under the terms of the agreement, four cities (Ho Chi Minh City, Shanghai, Chengdu and Shenyang) have been engaged to conduct marketing events to promote the export of education services and assist California higher education institutions to attract foreign students to their campuses from China and Vietnam. The term of the agreement is from September 12, 2007 through December 31, 2007. Funding source: California Community Colleges Economic and Workforce Development Program, Centers for International Trade Development Statewide Strategic Hub Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of September 12, 2007 through December 31, 2007, for up to \$8,180.38, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

Print
OMB No. 0625-0147
EXPIRES: 06/30/2009

Form ITA-4008P/E
(REV. 7/06)



Participation Agreement

Project/Perf Code: 8S20
CITD-ETEC
Participant Number: 84134

Company Information

Company Name	Riverside Community College District
Client Name	Jeffrey A. Williamson Statewide Director, Centers for Int'l Trade Dev.
Address	Riverside Community College District 14745 Riverside Drive Riverside, California 92518
Phone	951-571-6443
Fax	951-653-1051
Email	Jeff.Williamson@rcc.edu
Number of employees	H
Company/Participant is	ITM

Participation Agreement Information

Fulfillment Cost Center	Newport Beach
Alternate Contacts	

Overseas Representative

Additional Information

The Riverside Community College District, Center for International Trade Development, Statewide Strategic HUB for promotion of Export of Education services, has engaged 4 cities of the U.S. Department of Commerce, International Trade Administration (U.S. & Foreign Commercial Service) to conduct multi-city marketing events to include Matchmaking Meetings, Briefings and Receptions to promote the export of education services and assist California higher education institutions to attract foreign students to their campuses from China and Vietnam. Dates and locations are as follows:
Ho Chi Minh City, Vietnam - October 10, 2007
Shenyang, China - October 15, 2007
Chengdu, China - October 16 - 17, 2007
Shanghai, China - October 18, 2007

THE FOLLOWING CLAUSES: INDEMNIFICATION AND NON-DISCRIMINATION ARE REQUIRED BY CLIENT:

Indemnification. U.S. Department of Commerce, International Trade Administration agrees to indemnify, defend (with counsel chosen by Riverside Community College District) and hold harmless Riverside Community College District, its 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 U.S. Department of Commerce, International Trade Administration. The U.S. Department of Commerce, International Trade Administration will reimburse Riverside Community College District for any expenditure, including reasonable attorneys' fees, incurred by Riverside Community College District in defending against claims arising from the acts, errors or omissions or willful misconduct of U.S. Department of Commerce, International Trade Administration. The indemnification obligation shall survive the expiration or termination of this agreement.

Equal Opportunity Employment. The U.S. Department of Commerce, International

Trade Administration 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 or age. 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.

In order to make the most of your experience and ensure that the CS meets your expectations, please sign the following document showing that you accept the conditions of participation included within the product standards. We will protect business confidential information to the extent provided under Federal law.

Signature of Duly Authorized Company/Participant's Representative _____	Print Name and Title.....Date _____
<hr/>	
Total Amount Due \$8180.38	Approved for Commerce _____
Amount Received \$0	Signature _____
Balance Due \$8180.38	_____
Print Officer's Name _____	Print Name and Organization.....Date _____

As a valued client, your satisfaction is of the utmost importance to us and we want to make sure we are meeting your expectations and addressing any of your concerns. If you have an unresolved problem, any comments, or suggestions, please contact our Customer Care Hotline at 1-866-482-8111 or Customer_Care@mail.doc.gov to speak to a Customer Service Advocate from 9 am - 5 pm (EST) Monday-Friday. 24-hour turnaround guaranteed!

This information collection is authorized by law (15 U.S.C. 1501 et seq. 15 U.S.C. 171 et seq.) Although you are not required to respond, no agreement may be concluded for Company's/Participant's participation in a U.S. Department of Commerce-scheduled promotional event/service unless a completed Participation Agreement form has been received. Public reported burden for this collection of information is estimated to be 20 minutes per response, including the time for reviewing instructions, and completing and reviewing the collection of information. Notwithstanding any other provision of law, no person is required to respond, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Reports Clearance Officer, International Trade Administration, Department of Commerce, Room 4001, 14th St. and Constitution Avenue, N.W., Washington, DC 20230.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-p

Date: September 11, 2007

Subject: Agreements for Harassment Prevention Training Classes

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Parts Unlimited, a Division of LeMans Corporation and Luxfer Gas Cylinders. The District shall provide harassment prevention training classes for Parts Unlimited and Luxfer Gas Cylinders employees. The terms of the agreements are for up to 2 hours of training from August 3, 2007 through August 31, 2007, and September 10, 2007 through September 30, 2007, respectively. The District will receive payment for these services in the amounts of \$500.00 and \$1,800.00, respectively. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees ratify the agreements, from August 3, 2007 through August 31, 2007, and September 10, 2007 through September 30, 2007, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 3rd day of August, 2007, between Riverside Community College District, hereinafter referred to as "District," and Parts Unlimited, a Division of LeMans Corporation 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 August 3rd, 2007 through August 31, 2007.
8. The Contractor agrees not to enter into agreements with the contract trainer/s that are in direct competition with the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents, resulting from the performance of this agreement. The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents, resulting from the performance of this agreement.
11. Both parties will maintain in full force and effect at all times during this agreement a policy of general liability insurance, or self-insurance, covering all of its operations, with no less than \$1,000,000.00 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.

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Aaron S. Brown, Interim Vice Chancellor,
Administration & Finance
Title

Title

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 3rd day of August, 2007, between the Riverside Community College District and Parts Unlimited, a Division of LeMans Corporation, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

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

Name of program: Harassment Prevention Training

Program Description: One, 2 hour training session for up to 25 participants

Date: August 3, 2007

Fee: \$500.00

Books Customized handbooks and any class material preparation included in the fee above

Invoicing: To be invoiced upon completion of session

District initials

Date

Contractor initials

Date

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

Bill to:
Parts Unlimited/Drag Specialties
Divisions of LeMans Corp.
11070 Mulberry Avenue
Fontana, CA 92337
Attn: Diane Arredondo

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 10th day of September, 2007, between Riverside Community College District, hereinafter referred to as "District," and Luxfer Gas Cylinders, hereinafter referred to as "Contractor".

14. 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."
15. 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.
16. The District will conduct the Course.
17. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
18. Students/trainees will not receive unit(s) of credit.
19. 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.
20. The term of this Agreement shall be from September 10th, 2007 through September 30, 2007.
21. The Contractor agrees not to enter into agreements with the contract trainer/s that are in direct competition with the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
22. 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.

23. 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.
24. 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.
25. 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.
26. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Aaron S. Brown, Interim Vice Chancellor,
Administration & Finance
Title

Title

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-r

Date: September 11, 2007

Subject: Agreement with Timberland

Background: Presented for the Board's review and consideration is an educational services agreement between Riverside Community College and Timberland. The District shall provide a Vocational English as a Second Language/Lean Processing class for Timberland employees. The term of the agreement is from August 22, 2007 through August 31, 2007 for up to 2 hours of training, for which the District will receive an amount not to exceed \$600.00. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from August 22, 2007 through August 31, 2007, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 22nd day of August, 2007, between Riverside Community College District, hereinafter referred to as "District," and Timberland, hereinafter referred to as "Contractor".

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."

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.

The District will conduct the Course.

The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.

Students/trainees will not receive unit(s) of credit.

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.

The term of this Agreement shall be from August 22nd, 2007 through August 31, 2007.

The Contractor agrees not to enter into agreements with the contract trainer/s that are in direct competition with the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.

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.

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.

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.

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.

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

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Aaron S. Brown, Interim 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 22nd day of August, 2007, between the Riverside Community College District and Timberland, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

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

Name of program: Harassment Prevention Training

Program Description: One, 2 hour training session for up to 25 participants.

Date: August 22, 2007.

Fee: \$600.00

Books Customized handbooks and any class material preparation included in the fee above.

Invoicing: To be invoiced upon completion of session.

<u>District initials</u>	<u>Date</u>	<u>Contractor initials</u>	<u>Date</u>
--------------------------	-------------	----------------------------	-------------

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

Bill to:
Administrative Supervisor
The Timberland Company
3950 E. Airport Dr.
Ontario, CA 91761
Attn: Carol Sprague

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-8-s

Date: September 11, 2007

Subject: Agreement with Moreno Valley Conference and Recreation Center

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the Moreno Valley Conference and Recreation Center. The Economic Development Department/Procurement Assistance Center (PAC) will host the Veterans Economic and Business Development Summit at the Moreno Valley Conference and Recreation Center facility. The term of the agreement is for a one time use of the Grand Valley Ballroom on November 15, 2007. The PAC will pay the facility and equipment rental use fee of \$2,390.00. Funding source: Procurement Assistance Center Funds.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for November 15, 2007, for \$2,390.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

Moreno Valley Conference and Recreation Center APPLICATION REQUEST FORM

Sponsoring Group or Organization: Riverside Community College District Event Date: 11/15/07 Thursday
 Rental Applicant (Print): Susanne Adams Home #: _____ Decorating Time: 6:00am 7:00am
 Address: 14745 Riverside Drive Work #: 951-571-6472 Event Time: 7:00am 4:00pm
 City / Zip: Riverside Ca 92518 Cell #: x Take Down: 4:00pm 5:00pm
 Insurance Company: _____ E-Mail: _____ Contract #: 11238

Room Request: Ballroom/Small Patio # of Attendees: 200 flow Alcohol: Yes No
 Ballroom/Large Patio (ABC licence and Insurance is required.)

Description of Event: Veterans Summit
 Special Requests: x
 Additional Comments: _____

Name of Caterer: McGraths Catering
 License, Permits and Insurance required

Name of Bartender Service: _____
 License, Permits and Insurance required

Smoking is only permitted in designated smoking areas (Ordinance No. CSD 52).

*** All fees and conditions must be met at least 30 working days prior to event.
 Insurance and cleaning fees are subject to change.

Signature of Rental Applicant: *Susanne E Adams* Date: 8-2-07

OFFICIAL SPACE ONLY

FEES	FEE DESCRIPTION	FEES	FEE DESCRIPTION
\$ 750.00	Refundable Deposit	\$ 20.00	Wireless Microphones \$20 x 1
\$ 1,350.00	Rental \$150.00 x 9	\$ 20.00	Video Data Projector \$20.00
\$ 200.00	Cleaning Fee	\$	Audio Visual Tech \$35/hr x
\$ 50.00	Security Fee (2 guards)	\$	Deluxe Sound System \$100.00
self	Set up/tear down \$25/hr x 4	\$	Piano \$50.00
	Insurance	\$	
	Dance Floor \$200.00	\$	

\$ 2,390.00 TOTAL AMOUNT DUE \$ 750.00 Deposit \$ 1,640.00 Balance Due

Authorized Signature: Dave Flowers *[Signature]* Recreation Coordinator
Print / Signature / Title

Approved Date: _____
 Disapproved Date: _____ Reason: Cecelia Gonzales



Rental Contract / Grand Valley Ballroom

Moreno Valley Conference & Recreation Center
 Grand Valley Ball Room
 14075 Frederick Street
 Moreno Valley, CA 92553

Banquet Coordinator: Dave Flowers (951) 413-3280
 User: davef

Printed: 01-Aug-07, 11:08 AM

Contract #: 11238
 Date: 22-May-07

User: davef
 Status: Firm

City of Moreno Valley, Department of Parks and Community Services, 14075 Frederick, Moreno Valley, CA 92553 hereby grants Riverside Community College District hereinafter called the "Licensee") represented by Susanne Adams, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use Conf & Rec Ctr. Meeting
 Veterans Summit

ii) Conditions of Use Please ensure the room is tidy.

iii) Date(s) and Time(s) of Use # of Bookings: 1 Starting: Thu Nov 15, 07 07:00 AM Expected: 200
 Ending: Thu Nov 15, 07 04:00 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Conference & Recreation Center - Grand Valley Ballroom	Thu	15-Nov-07	07:00 AM	15-Nov-07	04:00 PM	1,350.00	\$290.00	\$0.00	\$1,640.00
Small Patio									

iv) Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge	Tax	Total
Conf & Rec AV Projector	9:00	1	\$20.00	\$0.00	\$20.00
Conf & Rec Cleaning	9:00	1	\$200.00	\$0.00	\$200.00
Conf & Rec Microphone (cordless)	9:00	1	\$20.00	\$0.00	\$20.00
Conf & Rec Set-Up/Decorating Time	9:00	2	\$50.00	\$0.00	\$50.00
	36:00	5	\$290.00	\$0.00	\$290.00

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$1,350.00	\$290.00	\$0.00	\$1,640.00	\$750.00	\$0.00	\$2,390.00	\$2,390.00

Balance of rental due and payable immediately

Damage deposit Payable By: 22-May-07

Cancellation of Grand Valley Ballroom Permit by Applicant:

Cancellations for the Grand Valley Ballroom shall adhere to the following:

- * Reservations cancelled shall not receive a refund of any of the deposit .
- * Reservations cancelled five (5) to thirty one (32) days prior to the scheduled date of event shall not receive a refund of the deposit and shall be charged for 50% of the rental contract.
- * Reservation cancelled less than five (5) working days from the scheduled date of event receive no refund of the deposit and no refund of the rental contract.

X: Susanne E Adams
 Susanne Adams

Riverside Community College District
 14745 Riverside Drive
 Riverside CA 92518
 USA

Home: () Business: (951)571-6472

Fax: ()

Date: 8-2-07

X: Dave Flowers
 Name: Dave Flowers

Title: Banquet Coordinator
 of Moreno Valley, Department of Parks and Community Servi

Date: 8-1-07



STATEMENT OF APPLICANT
WAIVER AND HOLD HARMLESS

The undersigned hereby covenants and agrees to hold the City of Moreno Valley Parks and Recreation Department and all those related to the City of Moreno Valley, California ("the City"), and the officers, agents and employees thereof, free and harmless from any and all loss, damages, liability, and expenses which may arise in whole or in part out of the use of the City of Moreno Valley property. The applicant agrees to furnish such liability or insurance for the protection of the public and the City of Moreno Valley as the City of Moreno Valley may require.

I, the undersigned hereby certify that I will be personally responsible on behalf of the applicant for payment of all charges assessed for use of the specified premises and for any damages sustained by the area used, its equipment, building, or grounds occurring through the occupancy or use of said building and/or grounds by the applicant.

I hereby certify that I have read and understand the regulations, conditions, and terms of facility use and that I, and the applicant whom I represent, will abide by them and will conform to all applicable provisions of the constitution and laws of California and to all other directives of the City of Moreno Valley and its authorized agents which may be communicated to the applicant.

The undersigned hereby waives any and all rights, if any, which the undersigned may possess to recover from the City any compensation, reimbursement or other award under the Workers Compensation laws of the State of California.

NOTE: The person signing this application and the statements above must be a member of the sponsoring organization. If the person signing is not an officer of the organization for whom the application is made, he must present written authorization from the applicant group to sign the foregoing application.

SIGNATURE: *Sharon Adams*

PRINTED NAME: Sharon Adams

DATE SIGNED: 5/22/07

This statement of Applicant Waiver and Hold Harmless applies to time period:

11-15-07
Date

to

11-15-07
Date

David Thomas
Staff Person Approval

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

DISTRICT

CONTRACTOR

Mr. Aaron S. Brown
Interim Vice Chancellor, Administration &
Finance

David Flowers
Banquet Coordinator

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-8-t

Date: September 11, 2007

Subject: Agreements for the RCC Marching Band 2007 Fall Field Show

Background: Presented for the Board's review and consideration are the agreements between Riverside Community College District and Wayne Downey and James Wunderlich, to provide written musical parts for the following arrangements: "James Bond Theme," "Live and Let Die," "Welcome to Cuba," "African Run Down," and "James Bond Finale," and to provide musical direction utilizing the above arrangements, for the RCC Marching Band 2007 Fall Field Show. The terms of the agreements are for October 18, 2007 through October 25, 2007, for fees of \$2,500.00, and \$1,500.00, respectively. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for October 18, 2007 through October 25, 2007, for amounts not to exceed \$2,500.00, and \$1,500.00, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements.

James L. Buysse
Interim Chancellor

Prepared by: Virginia McKee-Leone
Dean of Instruction
Gary Locke
Associate Professor, Music

AGREEMENT BETWEEN WAYNE DOWNEY AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 12th day of September 2007, by and between WAYNE DOWNEY, 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:
 - a. Arrange the following music for the RCC Marching Band 2007 Fall Field Show: "James Bond Theme," "Live and Let Die," "Welcome to Cuba," "African Run Down," and "James Bond Finale."
 - b. Provide the RCC Marching Band with written musical horn parts of the above arrangements.
 - c. The services will be provided at: Riverside City Campus.
 - d. 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 October 18, 2007 through October 25, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$2,500.00 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

Wayne Downey
10 View Lane
Walnut Creek, CA 94596

Aaron S. Brown
Interim Vice Chancellor,
Administration and Finance

Contractor

Date

Date

AGREEMENT BETWEEN JAMES WUNDERLICH AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 12th day of September 2007, by and between JAMES WUNDERLICH, 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:
 - a. Arrange the following music for the RCC Marching Band 2007 Fall Field Show: "James Bond Theme," "Live and Let Die," "Welcome to Cuba," "African Run Down," and "James Bond Finale."
 - b. Provide the RCC Marching Band with written musical horn parts of the above arrangements.
 - c. The services will be provided at: Riverside City Campus.
 - d. 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 October 18, 2007 through October 25, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,500.00 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

James Wunderlich
22501 Chase #611
Aliso Viejo, CA 92656

Aaron S. Brown
Interim Vice Chancellor,
Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-8-u

Date: September 11, 2007

Subject: Agreements for Performance Riverside Productions

Background: Attached for the Board's review and consideration are agreements between Riverside Community College District and Cabrillo Music Theatre, Renee Jensen, and Jenna R. Coulombe, for scenic set rental for the Performance Riverside production of "The King & I," for wardrobe mistress services for "West Side Story," and stage managing services for "Seussical." The terms of these agreements are January 21, 2008 through February 17, 2008, August 18, 2007 through September 23, 2007, and September 24, 2007 through November 18, 2007, respectively. The total fees for these agreements are \$6,200.00, \$1,000.00, and \$2,200.00, respectively. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the agreements, from January 21, 2008 through February 17, 2008, August 18, 2007 through September 23, 2007, and September 24, 2007 through November 18, 2007, for \$6,200.00, \$1,000.00, and \$2,200.00, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements.

James L. Buysse
Interim Chancellor

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



Mailing Address: 257 S. Kalorama Street
 Ventura, CA 93001
 805-218-7410
 premiersets@aol.com

RENTAL AGREEMENT & INVOICE

Date: 7/6/07	Name of Show: King & I
	Performances: 2/8-17, 2008
Performance Riverside	Load-out Premier Sets: TBD
4800 Magnolia Ave.	L/I: 1/21/08
Riverside, CA 92506	L/O: 2/17/08
Attention: Jason Graham	L/I: Premier Sets: 2/18/08
Phone: (951) 222-8379	FAX:

Write check(s) payable to Cabrillo Music Theatre

Quantity	Item	Description	Unit Price	Total
	Set Rental Week 1	9,000.00		
	W/ repair discount/ed. discount			3,800.00
	Warehouse fees	1200.00		1200.00
	Security Deposit	1200.00		1200.00
			Sub Total	6,200.00
			Total	\$6,200.00

ALL CONTRACTS ARE FIFTY PERCENT (50%) DUE UPON SIGNING, FIFTY PERCENT (50%) DUE THIRTY (30) DAYS PRIOR TO SHIPMENT. NO SETS, DROPS, COSTUMES OR PROPS WILL BE SHIPPED PRIOR TO PAYMENT IN FULL. NO SETS, DROP, COSTUMES OR PROPS WILL BE RELEASED WITHOUT PAYMENT IN FULL.

ALL MATERIALS INCLUDED IN THIS CONTRACT ARE ACCEPTED FOR RENTAL "AS IS". ANY REPAIRS WILL BE AT THE EXPENSE OF LESSEE. ALL REPAIRS AND/OR ALTERNATIONS MUST BE APPROVED IN ADVANCE, IN WRITING BY CABRILLO MUSIC THEATRE.
 _____ INITIAL HERE

A CERTIFICATE OF INSURANCE MUST BE MADE OUT TO CABRILLO MUSIC THEATRE FOR THE FULL REPLACEMENT VALUE OF THE MATERIALS INCLUDED IN THIS CONTRACT, LISTING CABRILLO MUSIC THEATRE AS ADDITIONALLY INSURED WITH RESPECT TO LIABILITY, AND AS LOSS PAYEE FOR REPLACEMENT VALUE. INSURANCE CERTIFICATES MUST BE RECEIVED BEFORE ANY ITEMS CAN BE SHIPPED.

**PROGRAM CREDITS MUST READ "SET PROVIDED BY Premier Sets, a division of Cabrillo Music Theatre" AND PROVIDE CONTACT DETAILS. IF LESSEE FAILS TO PUBLISH SAID ACKNOWLEDGEMENT THE PARTIES AGREE IT WOULD BE DIFFICULT TO MEASURE DAMAGES. THEREFORE, PARTIES AGREE TO A SUM OF \$500.00 AS LIQUIDATED DAMAGES FOR THIS BREACH. THIS SUM MAY BE TAKEN FROM THE SECURITY DEPOSIT _____ INITIAL HERE

LESSEE IS RESPONSIBLE FOR ARRANGING AND PROVIDING THE TRANSPORTATION FOR PICK-UP AND RETURN OF ALL RENTAL MATERIALS. (2 53') TRUCKING MUST BE BY BARRET MOVING AND STORAGE. _____ INITIAL HERE

General Terms and Conditions

1. It is agreed that the property described on the face hereof is received for the rental only, and that it is, and remains, the property of CABRILLO MUSIC THEATRE (CABRILLO MUSIC THEATRE or LESSOR). CABRILLO MUSIC THEATRE has the right to place identifying marks on the leased property, indicating that the property belongs to CABRILLO MUSIC THEATRE.
2. Lessee agrees to accept and keep said property entirely at its own risk and to indemnify and hold harmless Lessor against all loss, theft or damage, of whatsoever nature and character and whomsoever causes or originates said loss, theft or damage (ordinary wear and tear excepted). Lessee agrees to check-in property against inventory to issue receipt of all property listed. Lessee shall notify Lessor within 72 hours of receipt of property of any items not provided. If any or all said property is returned damaged in any way whatsoever, Lessee agrees to pay, upon demand, the cost of repairs to or replacement of said property. Lessor, in Lessor's sole judgment, shall make determination as to whether said property is to be repaired or replaced, and said repair or replacement shall be entirely under the control of Lessor. Lessor's determination shall be final.
3. Any Security Deposit held by CABRILLO MUSIC THEATRE for the benefit of Lessee shall first be used for any repairs or replacement necessary due to damage caused by Lessee, less normal wear and tear. Unused Security Deposit shall be returned to Lessee within thirty (30) days or held in trust for future rentals at the Lessee's option.
4. If Lessee fails to make payment, as indicated on the face hereof, or fails to do or perform any of the conditions or terms of this agreement, or if any proceeding in bankruptcy shall be instituted by or against Lessee, or if a receiver shall be appointed for Lessee's business, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee (if an individual) shall die or be declared incompetent, Lessor, at its option, and without notice to Lessee, may declare this contract terminated and may take repossession (at Lessee's expense) of said property with or without process of law (and in connection with said retaking may enter upon any premises where the said property may be located), and hold the same free and clear from any and all claims of Lessee, crediting Lessee with all payments therefore made; but Lessee shall, nevertheless, remain responsible for any unpaid balance due hereunder.

No remedy referred to in this Section 4 is intended to be exclusive, but to the extent permissible under applicable law, each will be cumulative and operate in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. The exercise or beginning of exercise by Lessor of any one or more of its remedies will not preclude the simultaneous or later exercise by Lessor of any other remedies.

5. All Payments made by the Lessee shall be in currency of the United States or in a non-cancelable negotiable instrument immediately due and payable on demand. Said payments are non-refundable.
6. Failure on the part of Lessor promptly to assert and to enforce its rights there under in case of any default by Lessee shall not operate as a waiver of such default, nor of any subsequent default.
7. The Lessee agrees to insure said property for the full replacement value of said property, and to supply a certificate of insurance for \$125,000, listing the Lessor as an additional insured, prior to the date on which the Lessee is scheduled to take possession of the property.
8. Round-trip transportation of the property, including expenses and any loss or damage to or caused by the property, is the responsibility of Lessee.
9. Lessee may not sublet or transfer possession of the property that is the subject of this agreement without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion.
10. It is understood and agreed that the Lessee acknowledges that with the rental and use of said property on the Lessee's stage or elsewhere, the Lessee's personal in charge of utilizing said property are responsible totally for the safety of not only the property but also for the safety of personnel using the same (including both performers and all stage personnel), audience members and all other persons. Lessee will hold CABRILLO MUSIC THEATRE, its officer, directors, employees and volunteers safe and harmless from any and all liability and/or responsibility for any and all claims of whatsoever nature and whether legal or otherwise, legally resulting in damage to either person or property or both arising from the assembly, use, disassembly or transportation of said property. Further, that any legal action initiated for any reason whatsoever against Lessor as a named defendant, shall be defended by Lessee and any and all damages shall be the responsibility of Lessee for both legal expenses and damages.

It is further understood and agreed that Lessee shall indemnify Lessor for any and all losses sustained by Lessor as the result of damage to the property described on the face hereof or to any facilities, persons, or property of whatsoever nature. Said indemnification shall include, but is not limited to, any and all legal expenses incurred as a result of said loss, as well as all money damages resulting therefrom whether incurred by agreement, arbitration, lawsuit or settlement.

11. This contract shall be construed in accordance with and shall be governed by the laws of the State of California. Should legal proceedings of any nature whatsoever be brought by Lessee or Lessor regarding the interpretation, validity, or enforcement of this contract, the jurisdiction for said proceedings shall be the County of Ventura in the State of California.

UNDERSTANDING AND ACCEPTANCE

Please sign all copies and return to our office with payment per terms above. One copy will be returned to you. Signature by Lessee acknowledges acceptance of all the terms and conditions on both sides of this contract.

BY: _____
CABRILLO MUSIC THEATRE, (LESSOR)

LESSEE

DATE _____

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RENEE JENSEN

THIS AGREEMENT is made and entered into on this September 12, 2007, by and between Renee Jensen, 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 costume mistress services during "West Side Story".
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 August 18, 2007 through September 23, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,000.00 payable after receipt of invoice on the following dates:

"West Side Story"

\$1,000.00 payable on 09/21/07

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. In accordance with the Child Abuse and Neglect Reporting Act (CANRA) and California Penal Code 11166, the parties shall ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement will report any known or suspected child abuse or neglect to a child protective agency, by telephone and within 36 hours of the suspected abuse or neglect.
9. 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.
10. 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.
11. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

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

Riverside Community College District

Renee Jensen
2146 Monterey Peninsula Dr.
Corona, CA 92882

Aaron S. Brown
Interim Vice Chancellor, Administration and
Finance

Contractor

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
JENNA R. COULOMBE

THIS AGREEMENT is made and entered into on this September 12, 2007, by and between Jenna R. Coulombe, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

12. The Contractor agrees to provide stage managing services during "Seussical".
13. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
14. The term of this agreement shall be from September 24 through November 18, 2007.
15. Payment in consideration of this agreement includes a service fee that shall not exceed \$2,200.00 payable in two payments after receipt of invoice on the following dates:

Seussical	\$1,100.00 payable on 11/09/07
Seussical	\$1,100.00 payable on 11/17/07

16. 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.

17. 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.
18. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
19. In accordance with the Child Abuse and Neglect Reporting Act (CANRA) and California Penal Code 11166, the parties shall ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement will report any known or suspected child abuse or neglect to a child protective agency, by telephone and within 36 hours of the suspected abuse or neglect.
20. 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.
21. 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.
22. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

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

Riverside Community College District

Jenna R. Coulombe
694 West Chennault Avenue
Clovis, CA 93611

Aaron S. Brown
Interim Vice Chancellor, Administration and
Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-8-v

Date: September 11, 2007

Subject: Agreement with Sarah Stevenson

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Sarah Stevenson for professional services. Ms. Stevenson will continue research on arts assessment, student learning outcomes and curriculum models for proposed RSA programs. The term of this agreement is October 1, 2007 through April 30, 2008, for a total fee of \$4,200.00. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 1, 2007 through April 30, 2008, for an amount not to exceed \$4,200.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
SARAH STEVENSON

THIS AGREEMENT is made and entered into on this 12th of September, 2007, by and between Sarah Stevenson, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. Contractor will perform the following professional services:
 - A. Conduct research related to curriculum development for Riverside School for the Arts.
 - B. Research arts assessment and student learning outcomes for proposed RSA programs.
 - C. Research curriculum models as appropriate for the scope of RSA programs in arts new media.
 - D. Assist with other projects regarding arts-centered learning, if time allows.
2. The term of this agreement shall be from October 1, 2007 through April 30, 2008.
3. Payment in consideration of this agreement includes delivery of research reports on a monthly basis and any other expenses, such as travel, and shall not exceed \$4,200.00. Contractor shall submit invoices to RCCD for services rendered on a monthly basis.
4. 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.

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 or ancestry, religion, physical handicap, medical condition, marital status or sex.
6. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
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 cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.
9. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

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

Riverside Community College District

Sarah Stevenson
324 Shannon Drive
Modesto, CA 95354

Aaron S. Brown
Interim Vice Chancellor, Administration and
Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-8-w

Date: September 11, 2007

Subject: Sub Award Agreement with the Regents of the University of California

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the Regents of the University of California to provide funding in the amount of \$5000.00 for the Aurora Project. The project is intended to address the critical need for qualified single-subject credentialed math and science teachers in California. As participants in the project, students are provided with field work experience, tutor K-8 students, and have the opportunity to observe mentor teachers in math and science. This project is aligned with and will be integrated into the existing Regents of the University of California Copernicus Project. This will ensure that the efforts of both projects are complementary and not duplicative.

The project will consist of current faculty, existing middle school partners in math and science, and Riverside City College (RCC) teacher preparation students who are currently tutoring within the Alvord and Riverside Unified School Districts. The term of the agreement is January 1, 2006 through December 31, 2007. The dates were established as the dates for the primary grant and agreement between Foothill Junior College District and The Regents of the University of California. Riverside Community College District's portion must be completed by December 31, 2007. The agreement is budgeted in the Resource 1190 final budget. Funding source: Regents of the University of California.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for January 1, 2006 through December 31, 2007, for an amount of \$5,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

Subaward Agreement		
Prime Awardee	Subawardee	
Institution/Organization ("UNIVERSITY")	Institution/Organization ("COLLABORATOR")	
Name: The Regents of the University of California, on behalf of its Riverside campus.	Name: Riverside Community College	
Address: Office of Research, University Office Building Suite 200, Riverside, CA 92521	Address: 4800 Magnolia Ave Riverside, CA 92506	
	EIN No.: 330831357	
Prime Award No.	Subaward No.	
MOU Agreement between Foothill-De Anza Community college District and Regents of the University of California, Riverside	S-0000249	
Sponsor		
FOOTHILL JUNIOR COLLEGE DIST.		
Subaward Period of Performance	Amount Funded this Action	Est. Total (if incrementally funded)
01/01/06 – 12/31/07	\$5,000	\$5,000
Project Title		
ARCHES Aurora Project		
Reporting Requirements [Check here if applicable: See Attachment 4]		
<p align="center">Terms and Conditions</p> <p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p>		

- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for all allowable, noncancellable obligations in the event of termination.
- 9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the special terms and conditions, as identified in Attachment 1.

By an Authorized Official of UNIVERSITY:	By an Authorized Official of COLLABORATOR:
_____	_____
Date	Date

Attachment 1
Subaward Agreement

WITNESSETH:

WHEREAS, UNIVERSITY has received funding from Foothill De Anza Community College District (hereinafter referred to as "SPONSOR") under a MOU Agreement (hereinafter referred to as "PRIME AWARD"), for the project entitled , ARCHES Aurora Project”.

WHEREAS, UNIVERSITY is authorized to enter into a subagreement for the partial performance of its responsibilities;

WHEREAS, COLLABORATOR has the personnel and facilities and desires to enter into an agreement with UNIVERSITY to perform the work set forth, herein;

NOW THEREFORE, UNIVERSITY and COLLABORATOR mutually agree as follows:

Article 1. Retention, Access, and Custodial Requirements for Records

COLLABORATOR shall retain financial records, supporting documents, and all other records pertinent to this Subaward Agreement for a period of (3) three years from the final invoice payment. COLLABORATOR shall retain records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this Subcontract until such audits, appeals, litigations, or claims have been disposed of. Unless court actions or audit proceedings have been initiated, COLLABORATOR may substitute copies made by microfiliming, photocopying or similar methods for the original records.

UNIVERSITY, SPONSOR, the State Auditor, or any of their duly authorized representatives, shall have access at all reasonable times to any books, documents, papers and records of COLLABORATOR which are directly pertinent to this Subaward Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

Article 2. Rights in Data

UNIVERSITY shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Subaward Agreement or received from Collaborator that is not marked Confidential.

Article 3. Publicity

Neither party shall use the name of the other party in any form of business promotion, written advertisement or publicity without the prior written approval of that party.

Attachment 3
 Subaward Agreement

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Tim LeFort</p> <p>Address: Office of Research 200 University Office Building Riverside, CA 92521</p> <p>Telephone: 951-827-5535 Fax: 951-827-4483 Email: tlefort@ucr.edu</p>	<p>Administrative Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Principal Investigator</p> <p>Name: Scott Hendrick, Linda</p> <p>Address: School of Education 1362 Sproul Hall University of California, Riverside Riverside, CA 92521</p> <p>Telephone: 951-827-5722 Fax: 951-827-3491 Email: Linda.scott@ucr.edu</p>	<p>Project Director</p> <p>Name: Ola Jackson</p> <p>Associate Dean, Teacher Preparation and Education Programs</p> <p>Address: Riverside Community College 48000 Magnolia Ave. Riverside, CA 925006</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Financial Contact</p> <p>Name: Mark Carr</p> <p>Address: Extramural Funds Accounting 1201 University Avenue Suite 1-208 Riverside, CA 92521</p> <p>Telephone: 951-827-3302 Fax: 951-827-3314 Email: mark.carr@ucr.edu</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Authorized Official</p> <p>Name: Tim LeFort</p> <p>Address: Office of Research 200 UniversityOffice Building Riverside, CA 92521</p> <p>Telephone: 951-827-5535 Fax: 951-827-4483 Email: tlefort@ucr.edu</p>	<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>

Attachment 4

Reporting Requirements

COLLABORATOR shall submit technical progress reports as requested by UNIVERSITY Principal Investigator and a final technical report within (30) days of the termination of this agreement.

ATTACHMENT 5

Riverside Community College Aurora Project Proposal

Scope of Work

The goal of the Aurora Project is to address the critical need for qualified single-subject credentialed math and science teachers in California. The project provides education field work to community college students majoring in math or science and interested in teaching. With the project, students have the opportunity to observe mentor teachers and write reflection papers. Also, students will receive specialized advising services, materials and support. By obtaining early field experience either in the classroom or as a tutor in math or science, community college students are better able to make an informed decision about preparing for a teaching career.

The Aurora Project also provides opportunity for the college to develop programmatic components that would lead to team teaching community college education course in an interdisciplinary model across mathematics, science and education.

Identify and recruit Riverside Community College faculty

A strong partnership between the office of Teacher Preparation faculty and staff and the math and science faculty and staff exists as they have worked on other projects to recruit students to math and science teaching. However, efforts to strengthen and deepen the existing educational partnerships will occur with renewed recruitment efforts and support for the Aurora Project.

The Copernicus / Aurora Project Coordinator will meet with math and science faculty in their respective discipline meetings to distribute a simple survey to identify students interested in teaching. Those identified students will be mentored through counseling or workshops about education classes offered at RCC, informed about teaching careers, and encouraged to take education classes which entail 30 or more hours of field work and/or participate in a tutoring or Supplemental Instruction Leadership program, AmeriCorps, or other activities comparable to those available to freshmen and sophomores entering a four year university.

Identify middle school and secondary math & science school teachers

Strengthen relationships already developed through the Copernicus High School Summer Science Camp with local school districts that feed into Riverside Community College for the purpose of creating alliances between RCC and local secondary schools. Also, identify local middle schools to foster relationships for the purpose of placing students in field experiences.

Identify and recruit students for fieldwork

Recruit six students for 30 hours of field work in K-12 public school classrooms. From identified math and science majors who want to teach.

Reporting

Update on the Aurora project will be included in the monthly Copernicus Report.

Proposed Budget for 2007-08

Resource funds for students' finger printing	\$ 360.00
Resource funds for 6 stipends of \$300	1800.00
Resource funds for Instructional support	1500.00
Materials, administrative costs	1040.00

	\$ 5000.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-8-x

Date: September 11, 2007

Subject: First Amendment to the Agreement with County of Riverside Community Health Agency

Background: Presented for the Board's review and consideration is an amendment to an agreement between Riverside Community College District and County of Riverside Community Health Agency (CHA) originally approved on March 21, 2006. Under the terms of the agreement, the District's Early Childhood Education faculty and lab staff in the Children's Center are able to share Medi-Cal eligibility information with the Children's Center client families and students in the program's college courses. The District is reimbursed for this outreach by CHA and through an agreement between CHA and the State of California.

Medi-Cal outreach activities are an effective method of assuring the availability, accessibility, coordination, and appropriate utilization of required health care resources for eligible individuals served by RCCD. The annual reimbursement received is based on a sample of four weeks measured during a twelve month period. This amendment extends the agreement for two years beginning July 1, 2007 through June 30, 2009. The District agrees to pay CHA an estimated administrative fee of \$621.00, including all expenses. Funding source: Medi-Cal Administrative Activities outreach reimbursements.

Recommended Action: It is recommended that the Board of Trustees ratify the amendment to the agreement, for the term July 1, 2007 through June 30, 2009, for \$621.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment.

James L. Buysse
Interim Chancellor

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

EXHIBIT B

06-009

CALCULATION OF ANNUAL ADMINISTRATIVE FEE

In consideration of services provided by COUNTY, DISTRICT will pay COUNTY an estimate administrative fee of six hundred twenty-one dollars, (\$621) in the first fiscal year of 2007/2008. Administrative fee for 2007/2008 may be amended once all claims for 2006/2007 fiscal year are submitted to COUNTY for processing to the State of California Department of Health Care

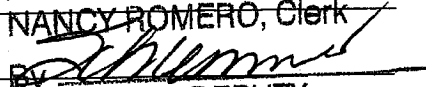
Services. Thereafter, the administrative fee is subject to change each additional year depending on the invoice amount and the COUNTY administrative fee of four and a half percent (4.5%) is applied.

Estimated Total Administrative Fee: The administrative fee is merely an estimate for the 2007/08 fiscal year. Normally, the FY07/08 administrative fee would be calculated based on FY05/06 final MAA payments. However, since the LGA has not received the final FY05/06 MAA payments from DHCS it is necessary to calculate an estimated administrative fee based on the previous year's (FY04/05) final MAA payments. The final administrative fee for 2007/08 will be calculated upon receipt of the complete 2005/06 fiscal year MAA reimbursement from the DHCS. At that time, an invoice will be issued for the 2007/08 fiscal year revised administrative fee (based on final FY05/06 MAA payments from DHCS). Please pay the FY07/08 estimated administrative fee and any additional amounts reflected in the revised FY07/08 administrative fee invoice. Additionally, for the 2008/09 fiscal year a separate calculation will be prepared for the administrative fee based on the 2006/07 fiscal year MAA reimbursement from the DHCS. At that time, an invoice will be issued for the 2008/09 fiscal year administrative fee (based on final FY06/07 MAA payments from DHCS).

CHECK HERE IF ADDITIONAL PAGES ARE ADDED **1** PAGES

AGREEMENT NUMBER 04-35102	AMENDMENT NUMBER A01
REGISTRATION NUMBER:	


1. This Agreement is entered into between the State Agency and Contractor named below:
(Also referred to as CDHS, DHS, or the State)
 STATE AGENCY'S NAME
California Department of Health Services
- (Also referred to as Contractor)
 CONTRACTOR'S NAME
Riverside County Community Health Agency
2. The term of this Agreement is **7/1/04** through **6/30/09**
3. The maximum amount of this Agreement is: **\$ 80,000,000.00**
Eighty Million Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- I. Amendment effective date: **June 29, 2007**
 - II. Purpose of amendment: This amendment extends the contract term for two years and increases the total budget to compensate the Contractor for performing services in Year 4 and Year 5. CDHS is obtaining a continuation of services identified in the original agreement. In addition, this amendment incorporates a HIPAA Business Associate Addendum exhibit and incorporates by reference an unattached section of CDHS's Health Administrative Manual into the agreement to implement HIPAA requirements.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read **7/1/04** through **6/30/07-6/30/09**. All references to the former contract term of **7/1/04** through **6/30/07** in any exhibit incorporated into this agreement is hereinafter deemed to read **7/1/04** through **6/30/09**.
 - V. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by **\$32,000,000.00** and is amended to read: **\$48,000,000.00 (Forty Eight Million Dollars) \$80,000,000.00 (Eighty Million Dollars)**.

ATTEST:
NANCY ROMERO, Clerk

 DEPUTY

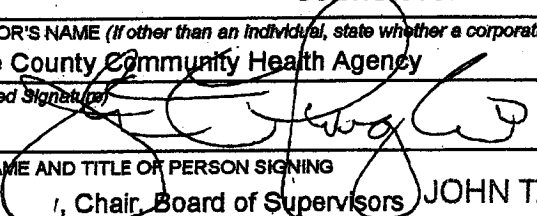

FORM APPROVED COUNTY COUNSEL

(Continued on next page)

All other terms and conditions shall remain the same.

MAY 03 2007
 BY 

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Riverside County Community Health Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5-22-07	
PRINTED NAME AND TITLE OF PERSON SIGNING JOHN TAVAGLIONE <small>, Chair, Board of Supervisors</small>		
ADDRESS 4065 County Circle Drive, Room 403 Riverside, CA 92503		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Health Services		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Allan Chinn, Chief, Contracts and Purchasing Services Section		
ADDRESS 1501 Capitol Avenue, Room 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95833-7413		

MAY 22 2007 3.7

VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following exhibit:

Exhibit G – HIPAA Business Associate Addendum 7 pages

VII. Provision 4 (Amounts Payable), Paragraph A, of Exhibit B - Budget Detail and Payment Provisions is amended to read:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$16,000,000.00 for the budget period of 07/01/04 through 06/30/05
- 2) \$16,000,000.00 for the budget period of 07/01/05 through 06/30/06
- 3) \$16,000,000.00 for the budget period of 07/01/06 through 06/30/07
- 4) \$16,000,000.00 for the budget period of 07/01/07 through 06/30/08**
- 5) \$16,000,000.00 for the budget period of 07/01/08 through 06/30/09**

VIII. Exhibit E entitled "Additional Provisions" is hereby amended to add Article VII-Additional Incorporated Exhibits as follows:

Article VII – Additional Incorporated Exhibits

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by DHS, as required by program directives. DHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. DHS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) DHS Health Administrative Manual Section 6-1000**

IX. All other terms and conditions shall remain the same.

Exhibit G
HIPAA Business Associate Addendum

I. Recitals – STANDARD RISK

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations.”).
- B. The California Department of Health Services (“CDHS”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”).
- C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement Contractor, here and after, is the Business Associate of CDHS that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDHS and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDHS and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- G. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDHS, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDHS.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate

Exhibit G HIPAA Business Associate Addendum

obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

- 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDHS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDHS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDHS.

2. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDHS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDHS with its current and updated policies.
- C. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of CDHS at the end of the contract period. These steps shall include, at a minimum:
 - 1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and
 - 2) Complying with the safeguard provisions in the Department's Information Security Policy, embodied in Health Administrative Manual (HAM), sections 6-1000 et seq. and in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), sections 4840 et seq., in so far as the security standards in these manuals apply to Business Associate's operations. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDHS.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

Exhibit G
HIPAA Business Associate Addendum

- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDHS, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDHS and Individuals.** To provide access as CDHS may require, and in the time and manner designated by CDHS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDHS (or, as directed by CDHS), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDHS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDHS health plans; or those records used to make decisions about individuals on behalf of CDHS. Business Associate shall use the forms and processes developed by CDHS for this purpose and shall respond to requests for access to records transmitted by CDHS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDHS directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDHS.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDHS, or created or received by Business Associate on behalf of CDHS, available to CDHS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDHS or by the Secretary, for purposes of determining CDHS's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDHS or (at the direction of CDHS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify CDHS **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDHS contract manager, the CDHS Privacy Officer and the CDHS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDHS ITSD Help Desk. Business Associate shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Exhibit G
HIPAA Business Associate Addendum

- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, to notify the CDHS contract manager(s), the CDHS Privacy Officer, and the CDHS Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDHS contract managers, the CDHS Privacy Officer, and the CDHS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDHS contract managers, the CDHS Privacy Officer, and the CDHS Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **CDHS Contact Information.** To direct communications to the above referenced CDHS staff, the Contractor shall initiate contact as indicated herein. CDHS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

CDHS Contract Manager	CDHS Privacy Officer	CDHS Information Security Officer
See Provision 4 of Exhibit A for Contract Manager information	Privacy Officer c/o Office of Legal Services California Department of Health Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhs.ca.gov Telephone: (916) 445-4646	Information Security Officer Information Security Office P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: dhsiso@dhs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

- K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of CDHS under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

Exhibit G
HIPAA Business Associate Addendum

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDHS under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDHS inspection for a period of three years following contract termination.

3. Obligations of CDHS

CDHS agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that CDHS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.dhs.ca.gov/privacyoffice>.
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDHS has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDHS.

4. Audits, Inspection and Enforcement

From time to time, CDHS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDHS Privacy Officer in writing. The fact that CDHS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDHS's:

- A. Failure to detect or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDHS's enforcement rights under this Agreement and this Addendum.

5. Termination

- A. **Termination for Cause.** Upon CDHS's knowledge of a material breach of this Addendum by Business Associate, CDHS shall:

Exhibit G
HIPAA Business Associate Addendum

- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDHS;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDHS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDHS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDHS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from CDHS (or created or received by Business Associate on behalf of CDHS) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

- A. **Disclaimer.** CDHS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDHS's request, Business Associate agrees to promptly enter into negotiations with CDHS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDHS may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDHS pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDHS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

Exhibit G
HIPAA Business Associate Addendum

- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDHS at no cost to CDHS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDHS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDHS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

FIRST AMENDMENT TO THE AGREEMENT
WITH
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Medi-Cal Administrative Activities Program)

That certain Agreement between the County of Riverside, through its Community Health Agency Fiscal Division (COUNTY) and Riverside Community College District (DISTRICT), approved on July 31, 2006, is hereby amended for the first time effective on July 1, 2007 as follows:

- To amend all references to the period of performance from July 1, 2004 through June 30, 2007 to July 1, 2007 through June 30, 2009.
- To amend all references to the amount of compensation from three thousand, thirteen dollars (\$3,013) to six hundred twenty-one dollars (\$621) including all expenses.
- To delete Exhibit B, Calculation of Annual Administrative Fee, in its entirety and replaced with the new Exhibit B, Calculation of Annual Administrative Fee, as referenced herein and attached hereto.
- To attach the First Amendment to the agreement with California Department of Health Care Services #04-35102 to be part of Attachment A, as referenced herein and attached hereto.
- All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY

DISTRICT

Riverside Community College District

By _____
Eric Frykman, M.D., Director

By _____
Aaron Brown, Interim Vice
Chancellor, Administration
and Finance

AARON BROWN
Print Name

Date _____

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-8-y

Date: September 11, 2007

Subject: Agreements for the Library and Resource Centers

Background: Presented for the Board's review and consideration are continuing service and licensing agreements between Riverside Community College District and Innovative Interfaces, Omnimusic, and 3M Library Systems. Innovative Interfaces will provide maintenance service on INNOPAC hardware and software equipment, located in the district libraries on all three campuses, including new releases of the licensed software modules as long as the hardware and operating system used is sufficient and/or compatible with the requirements of the new release(s). Services will be provided 24 hours a day, 7 days a week. Omnimusic grants rights to use Omnimusic on CDs plus new releases for broadcast productions and presentations. This agreement includes Moreno Valley, Norco and Riverside Instructional Media Center (IMC) locations. 3M Library Systems will provide maintenance and software support for detection and book checking equipment. The terms of the agreements are July 1, 2007 through June 30, 2008, for fees of \$40,119.00, \$1,600.00 and \$2,290.00, respectively. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the agreements, for July 1, 2007 through June 30, 2008, for amounts of \$40,119.00, \$1,600.00, and \$2,290.00, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements.

James L. Buysse
Interim Chancellor

Prepared by: Patrick Schwerdtfeger
Vice President, Academic Affairs



HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware), and the B321 barcode reader if applicable.
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The term of this Agreement is for the period July 1, 2007 through June 30, 2008 at \$40,119 per annum¹, in advance. If the Library chooses to pay semi-annually, quarterly or monthly, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:
- | | |
|-----------------------|-----|
| Payment Semi-annually | 3% |
| Payment Quarterly | 5% |
| Payment Monthly | 10% |
- d) Future maintenance charges may be subject to a price increase, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount.
- e) The Library must provide direct network Internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, Innovative Interfaces must be notified 90 days prior to the cancellation date.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MARTIN LUTHER KING, JR. LIBRARY [RIVCC]

By: _____

Name: Aaron S. Brown
Title: Interim Vice Chancellor, Administration and Finance

Date: _____

INNOVATIVE INTERFACES, INC.

By:
Name: Sharon Liu
Title: Customer Accounts
Date: August 1, 2007

¹ This amount is excluded of taxes. The Library will be responsible for all applicable taxes.

Omnimusic Blanket License
COVER SHEET

This cover sheet and the accompanying Omnimusic Blanket License Agreement shall constitute the entire agreement between the parties hereto.

Date of Agreement: April 26, 2007

Licensee Name: Riverside Community College District Client Code: 3885

Address: Media Productions
4800 Magnolia Avenue
Riverside, CA 92506-1299

Contact: Henry Bravo
Phone: 915-222-8513 Fax:

Term: One year, from July 1, 2007 to June 30, 2008

Total Agreement Price: \$1,600

Payment Terms: One payment of \$1,600

Materials Covered by this License: All Omni CDs plus all new releases

Rights Granted: Educational (Includes Broadcast and Non-Broadcast)

Special Conditions: None

By our signatures below we indicate that we have read and agree to be bound by the conditions and limitations set forth in this document and the accompanying Blanket License Agreement.

for Omnimusic

for Riverside Community College District

date

date

OMNIMUSIC
Blanket License Agreement

This agreement is made between Franklin-Douglas Inc., a New York corporation doing business under the name "Omnimusic" of 52 Main Street, Port Washington, NY 11050 ("us"), and the licensee named on the front cover page of this agreement ("you").

1. General Description of Rights Granted:

Under this agreement and subject to its limitations and exclusions, you are entitled to use selections from libraries owned or distributed by us as background music in various types of audio-visual media productions. The rights conveyed by this agreement exist in perpetuity for productions made during the term hereof.

2. Music Use

Our copyrighted music may be used in all types of media productions, including productions available on the Internet or manufactured on DVD or CD-ROM, but specifically excluding national television network (ABC, CBS, or NBC) commercials, cable or terrestrial television network series, and entertainment programs distributed in commercial movie theaters. Our music must not constitute the primary value of any production, or be used in any pornographic" productions.

Please note that "Broadcast rights" authorize you and your clients to display productions with our music on radio, television and cable stations and networks, but do not include rights of broadcast public performance, which are administered by ASCAP and BMI. Productions using our music may be distributed throughout the world.

3. Copies

Unless otherwise noted on the cover page of this agreement, this license permits the duplication and distribution of up to 1,000 copies of any non-retail production, or up to 100 copies for retail sale. If additional copies will be made or offered for sale, an additional licensing fee will apply. Please call us for more information.

Copying the libraries for use by others is prohibited. (Single copies of selections from the libraries can be made for audition purposes; however, you are legally responsible for any unauthorized use of these copies.)

If you have more than one location or facility where production takes place, we will issue a license to cover the additional locations and provide additional sets of discs. You may not make copies of discs (or selections) to use at other locations.

4. Production Facility Location

Unless noted under "Special Conditions", the location where the library discs are maintained or files are downloaded must be the address on the front page of this agreement.

Productions using our music may be distributed throughout the world. Unless specifically noted under "Special Conditions" on the cover page of this agreement, production work must take place in the United States its possessions, or in Canada.

5. Notice of Use

Omni composers are paid royalties based on your reported use of their music. We request that you tell us of your music usage so that we can distribute royalties based on what is reported. Your reports help us plan new releases and track popularity of certain types of music. You can report usage by phone, fax or e-mail, or on regular printed license applications. There is no penalty for not reporting.

6. Limited Non-Broadcast Performing Rights License

This agreement conveys to you a limited right to publicly perform our music in the United States as part of your productions in non-broadcast, non-cablecast and non-theatrical situations, including phone programs, trade shows, internet productions and in-house corporate performances.

7. Ownership of Materials

The compact discs which are provided to you under this agreement, or files which you may download from our server, remain our property, and must be returned to us or destroyed by you at the end of this agreement or any extensions of this agreement. You are legally responsible for the unauthorized use of any discs or files provided to you after the expiration of this agreement.

8. Guarantee

You may cancel this agreement at any time for any reason without penalty. If you are not satisfied with any aspect of your relationship with Omnimusic, please notify us. If we are unable to resolve the problem to your satisfaction, we will refund the unused portion of your blanket agreement payment upon our receipt of any discs or materials sent to you. If there are any legal problems arising out of this agreement, they will be adjudicated in the State of New York.

9. Indemnity

We have agreements with our composers which allow us to grant the rights which are conveyed by this agreement. The compositions and recordings which comprise the libraries (except for public domain works) are our exclusive property. In the unlikely event that a claim for copyright infringement is made against you by virtue of your use of our music, you must notify us immediately. We will dispose of the claim in the manner we think best, holding you harmless from any judgment.

10. Trademark

The names Omnimusic, CDM Music, Omni Blue Dot, Omni-FX, Flash•Point and Omnitrak are registered with the Patent and Trademark offices in the United States. Please do not use these names in your advertising or promotion without our written approval.

11. Other Conditions

The conveyance of the rights in this agreement is predicated on timely payment of the blanket license fee. If you fail to pay us as required, we may take action for copyright infringement under the United States Copyright Law. The term of this agreement is specified on the cover page, and may be renewed by mutual consent. Any rights not specifically granted to you under this agreement are reserved by us.

12. Entire Agreement

This document and the attached cover sheet constitute the entire understanding between

us. There are no other understandings or agreements, either express or implied, oral or written, which abrogate or modify any of the terms or conditions contained in this agreement.

for Omnimusic

for Licensee



SERVICE AGREEMENT EXPIRATION NOTICE

March 30, 2007

Service Agreement: US36135

Service Agreement Expiration Date: June 30, 2007

3M Account # : RAK0452

RIVERSIDE COMMUNITY CLG

Attn: LINDA MARRUJO

4800 MAGNOLIA AVE

RIVERSIDE CA 92506

Dear LINDA,

Does your library have funds budgeted for emergencies? Most libraries don't.

That's why I'm writing you about your 3M Service Agreement. Your coverage will expire on the date listed above and your 3M Library Systems equipment will no longer be covered. So if your systems ever need repair, your library will somehow have to find the funds to cover it.

Complete equipment coverage

3M's high technology equipment is extremely complex. And even though great care goes into every product we build, it's impossible to manufacture a system that is 100% reliable for as long as you own it. That's why there is not a smarter investment than a 3M Service Agreement.

Our Service Agreement covers virtually all labor, parts and any other equipment modifications necessary to get - and keep - your systems working.

In short, we take care of practically everything. No matter what the problem, or where you are in the United States.

Same day telephone response

We typically give a telephone response on the same day you call. Even if you call "after hours", we will try to get back to you that day. What's more, we normally have a technician at your site within 12 working hours.

No expensive surprises

No one knows your 3M equipment better than our own 3M service providers. They are available to you, of course, without a 3M Service Agreement.

3M Library Systems
3M Center
Building 42-6E-37
St. Paul, MN 55144-1000
800-328-0067
www.3M.com/library

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Our rates are \$200 per hour plus a callout charge of \$285 to \$385 depending on your service zones. You will also be charged the cost of any necessary replacement parts. So you can see that just a single service call could more than cover the cost of a whole years Service Agreement coverage. Is it really worth it to take a chance?

Renewing is easy

Give yourself some peace of mind and renew your 3M Service Agreement today. Just fax or mail a renewal purchase order to the number or address indicated below. Or use your Visa or MasterCard (just call the number below for information on doing this). We can guarantee your renewal price for only 30 days beyond the date on this notice, make sure you renew soon!

Sincerely,



Service Sales Representative
Telephone: 800-328-0067, Opt 1, Opt 2
Fax: 888-263-1916

Return to: 3M Library Systems Contracts
 Attn: Contract Administrator
 PO Box 33900
 St. Paul, MN 55133-3900

P.S. If someone else is responsible for responding to this notice, please forward this letter to them! Thank You!

Please indicate your intentions below:

I wish to renew the Service Agreement **US36135** (Please attach your Purchase Order and return it to the address listed below.)

Please indicate billing frequency preference:

Annual Semi-annual Quarterly Monthly
 (\$100.00 Fee) (\$200.00 Fee) (\$600.00 Fee)

Indicate here if you wish to pay by check. (Please DO NOT enclose a check. You will be invoiced at a later date.)

I DO NOT wish to renew the Service Agreement.

Reason for Cancellation: _____

I am interested in purchasing additional Library Systems equipment. Please have my Sales Representative contact me.

Please enter below the name of the person authorizing the renewal or cancellation of the Service Agreement.

Name(please print) Telephone Number Fax Number Date

E-mail address

Service Sales Representative
Telephone: 800-328-0067, Opt 1, Opt 2
Fax: 888-263-1916

Return to: 3M Library Systems Contracts
 Attn: Contract Administrator
 PO Box 33900
 St. Paul, MN 55133-3900

Terms and Conditions

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September 11, 2007
Page 10 of 10

WHAT WE WILL DO:

In consideration of payment of the Service Agreement price, 3M will:

HARDWARE: furnish labor and replacement parts necessary to maintain the Equipment specified in this Service Agreement in proper operating condition during the term of this Agreement, provided the Equipment is installed as authorized by 3M and used as directed. This Agreement covers Equipment failure during normal usage. 3M agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (8:00AM – 5:00 PM Local Time) when 3M is notified that the Equipment is not in good working order. 3M will provide a toll-free telephone number for Customer to place, and 3M will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications 3M deems necessary to maintain the Equipment in good working order as specified when the equipment was originally purchased. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, 3M reserves the right to replace the entire unit with new equipment or equipment of equal quality when 3M determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of 3M.

SOFTWARE: furnish over-the-phone software support and remote troubleshooting of the 3M Software specified in this Agreement, provided that the 3M Software is installed and used as directed by 3M. 3M agrees to provide:

- All software configuration modifications and updates 3M deems necessary to maintain the 3M Software in good working order.
- A toll-free telephone number for Customer to place, and 3M to receive, software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during 3M Software Support Coverage Hours (7:00 AM – 6:00PM Central Time).

WHAT IS NOT COVERED:

The basic maintenance fee does not include, and 3M is not obligated to repair damage/failure caused by:

HARDWARE: (i) failure of Customer to provide, during the entire term of this Agreement and while the Equipment is in use, a proper operating environment and supply of power as prescribed by 3M; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse of the Equipment; (v) failure of Customer to follow 3M's published operating instructions; (vi) modification, service or repair of the Equipment by other than 3M authorized personnel; (vii) use of Equipment for purposes other than the purpose for which it was designed; (viii) painting or refinishing the Equipment; (ix) removal/ relocation of the Equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of the Equipment for any reason; (xiii) restoration of the Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said Equipment; (xiv) service requests related to use of markers (strips/tags) other than those manufactured by 3M, (xv) replacement of components to give the equipment capabilities beyond which 3M deems necessary to maintain the equipment's operation as originally purchased.

SOFTWARE: (i) modification, or repair of the 3M Software by other than 3M authorized personnel; (ii) use of the 3M Software for purposes other than the purpose for which it was designed; (iii) virus / hacker activity; and (iv) Non-3M Software related updates and upgrades including, but not limited to, Operating System, Anti-Virus, Intrusion Detection software updates and upgrades.

RENEWAL: This Agreement is NOT automatically renewable. If a renewal agreement is offered by 3M, the Agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this Agreement.

3M Safety and Security Systems Division
3M Center, Building 225-4N-14
St. Paul, MN 55144-1000
www.3M.com/library

Printed in U.S.A.

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78-8123-7221-3 Rev 3

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY CAMPUS

Report No.: V-A-8-z

Date: September 18, 2007

Subject: Affiliation Agreement with Mission Family Medical Group

Background: Presented for the Board's consideration and review is a renewal of an affiliation agreement between Riverside Community College District and Mission Family Medical Group to provide a clinical training site. This renewal agreement provides a venue for training physician assistant students in a family practice setting. This agreement is for a two-year period beginning September 19, 2007 through September 18, 2009. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 19, 2007 through September 18, 2009, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Wolde-Ab Isaac
Dean of Health Sciences
Delores Middleton
Program Director, Physician Assistant Program

RIVERSIDE COMMUNITY COLLEGE DISTRICT
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of September 19, 2007, entered into by and among the Riverside Community College District (RCCD) and Mission Family Medical Group (“Facility”), located at 31720 Highway 79, Suite 100, Temecula, CA.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.
- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
 - Student schedules;
 - Placement of students in clinical assignments;
 - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
 - 1. Name, address and telephone number;
 - 2. Health care providers and/or health insurance; and
 - 3. All other reasonable information about the RCCD and students as requested by the Facility.
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.

- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.
- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.
- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as ‘Indemnitees’ or individually as ‘Indemnitee’) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and

affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax

withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

XII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

XV. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of two years from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

XVI. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

RCCD

FACILITY

Riverside Community College District

Mission Family Medical Group

By: _____

By: _____

Printed: Aaron S. Brown

Printed: John Schoonmaker, D.O.

Interim Vice Chancellor

Title: Administration and Finance

Title: _____

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY CAMPUS

Report No.: V-A-8-aa

Date: September 18, 2007

Subject: Agreement with Regina Pulley

Background: Presented for the Board's consideration and review is a renewal agreement between Riverside Community College District and Regina Pulley for the specialized services needed for the training and education of physician assistant students. Ms. Pulley will make available and prepare "standardized patients." These individuals, who are in good health, come from the surrounding community to serve as practice patients for the various clinical performance examinations students must learn to perform as part of the Physician Assistant Program. The cost to the District will not exceed \$6,118.00. The term of this agreement is for a one year period beginning September 19, 2007 through September 19, 2008. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 19, 2007 through September 19, 2008, for an amount not to exceed \$6,118.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buisse
Interim Chancellor

Prepared by: Wolde-Ab Isaac
Dean of Health Sciences
Delores Middleton
Program Director, Physician Assistant Program

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
REGINA PULLEY

THIS AGREEMENT is made and entered into on this 19th day of September, 2007, by and between REGINA PULLEY, 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: Provide individuals who will serve as practice patients for the various clinical performance examinations which District Physician Assistant Program students must learn to perform as part of the Physician Assistant Program.
 - a. The services will be provided at: Riverside County Regional Medical Center in the patient care rooms used by the District's P.A. program.
 - b. The District representative to whom Contractor shall report, with regard to Contractor's work to be performed under this Agreement or any other issues pertaining to this Agreement, shall be Delores Middleton, Program Director, Physician Assistant Program.

2. The term of this agreement shall be from September 19, 2007 through September 19, 2008.

3. Payment shall be as follows:

Female Exam A -	\$50 per examination
Female Exam B -	\$75 per examination
Male Exam -	\$65 per examination
Service Fee -	15% of examination totals

The total fees shall not exceed \$6,118.00, payable upon receipt of invoice.

4. Contractor shall indemnify and hold District, its Trustees, officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omissions of Contractor, its agents, employees, subcontractors and independent contractors for property damage, bodily injury, death or any element of damage of any kind or nature, arising out of the performance of the this contract. Contractor shall defend, at her expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents and employees in any legal action based upon such alleged acts or omissions. The obligation to indemnify and hold

District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

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 agrees that in the performance of this Agreement Consultant shall act as an independent contractor, and not as an employee of District. Consultant understands and agrees that District will not cover Consultant or Consultant's employees or agents with workers' compensation, unemployment insurance, state disability insurance, public liability insurance or other benefits that may be available to employees of District. Consultant shall refrain from any representation that Consultant is an employee, agent or legal representative of District, or from incurring liabilities or obligations of any kind in the name, or on behalf of District.

It is agreed that: (a) Consultant shall be responsible for Social Security taxes, if any, which may be applicable, and for any other applicable fees or taxes (federal, state or local) which may be required or levied upon any payment made to or on behalf of Consultant hereunder; and (b) Consultant and Consultant's employees, agents, heirs, successors and assigns shall not be entitled, by virtue of any work done under this Agreement, to any benefits under any medical or travel accident insurance, pension, sick leave, life insurance, vacation, or disability or other employees' benefit plan or plans maintained by District for its employees.

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

By: _____
Regina Pulley
2028 Moonflower Court
Palmdale, CA

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-8-cc

Date: September 11, 2007

Subject: Agreement with Ray Birge and Associates

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Ray Birge and Associates for Organizational Climate Analysis to be provided to the Diversity, Equity and Compliance Office and College Safety and Police..

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The agreement retains and engages the investigation firm to perform data collection, assessment and analysis services on the District's behalf. The term of the agreement is from August 27, 2007 until September 30, 2008 at a cost of \$4,800.00. Funding source: General fund.

This agreement has been reviewed by Melissa Kane, Vice Chancellor, Diversity and Human Resources, Chani Beeman, District Director, Diversity, Equity and Compliance, Hank Rosenfeld, Interim Chief College Safety and Police, and Ruth Adams, Director, Compliance, Contracts, and Legal Services.

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

James L. Buysse
Interim Chancellor

Prepared by: Chani Beeman
District Director, Diversity, Equity and Compliance
Hank Rosenfeld
Interim Chief, College Safety and Police

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RAY BIRGE & ASSOCIATES

THIS AGREEMENT is made and entered into on this 12th day of September, 2007, by and between Ray Birge & Associates, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Consultant agrees to provide the following services: Conduct an investigation and organizational climate analysis of the District's Department of Safety and Police in order to identify areas of deficiency and recommendations for improvement.
 - a. The analysis will be conducted by interviewing various individuals in the District, as well as reviewing departmental manuals and procedures currently in place. Upon completion of the analysis, an Organization Culture Assessment Summary Report will be presented to the District.
 - b. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined above.
2. The term of this agreement shall be from August 27, 2007 through September 30, 2007.
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$4,800.00, payable within thirty (30) days of receipt of invoice.
4. During the term of this Agreement, CONSULTANT 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 CONSULTANT, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
5. Consultant 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. Consultant 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. Consultant is an independent Consultant and no employer-employee relationship exists between Consultant 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 notice to the other 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

RAY BIRGE & ASSOCIATES

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

By: _____
Ray Birge
34428 Yucapia Blvd., E-302
Yucaipa, CA 92399-2474
(909) 797-7858

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-8-dd

Date: September 11, 2007

Subject: Contract with the Chancellor of the California Community Colleges –
Chancellor's Office Tax Offset Program (COTOP)

Background: Attached for the Board's review and consideration is a proposed contract between the Riverside Community College District and the Chancellor of the California Community Colleges to participate in the Chancellor's Office Tax Offset Program (COTOP). COTOP provides a process to collect, through the State Franchise Tax Board's Interagency Offset Program, outstanding financial aid and non-financial aid obligations owed to the District. The Chancellor's Office will retain 25% of all amounts collected as a service fee and will remit the remaining 75% to the District. The District has participated in COTOP since 1991. The terms and conditions of the contract are the same as the previous contracts.

Recommended Action: It is recommended that the Board of Trustees approve the contract between the District and the Chancellor of the California Community Colleges for participation in the Chancellor's Office Tax Offset Program (COTOP), for the term October 1, 2007 through December 29, 2008 and authorize the Interim Vice Chancellor, Administration and Finance to sign the contract.

James L. Buysse
Interim Chancellor

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

THIS CONTRACT, made and entered into this first day of October, 2007, in the State of California, by and between the

RIVERSIDE COMMUNITY COLLEGE DISTRICT
and the
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES
(hereinafter Chancellor) and the

RIVERSIDE COMMUNITY COLLEGE DISTRICT
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.5, 12419.7 and 12419.9. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions to the Chancellor at any time, and as often as needed; the district may also submit requests to increase or decrease a debtor's amount due no more than three times during the processing year.

Districts must submit their initial COTOP debtor data to the Chancellor's Office no later than October 1, 2007, unless an extension to the deadline was requested and granted. Districts may add additional accounts to their initial debtor data only through January 15, 2008. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
 - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 - C. other financial aid obligations.
 - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines; residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including

returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least two (2) written notices, approximately thirty (30) days apart, to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
 - A. not in default;
 - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract 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.

X.

The term of this contract shall be from October 1, 2007 through December 29, 2008, which as defined by the Franchise Tax Board, is the end of the 2008 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By _____
Steve Bruckman Date
Executive Vice Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Name of District)

By _____
(Authorized Signature) Date
Aaron S. Brown
(Printed Name of Signature)

Interim Vice Chancellor, Administration and Finance
(Title)

4800 Magnolia Avenue
(Address)

Riverside, CA 92506-1299

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: September 11, 2007

Subject: Surplus Property

Background: Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

James L. Buysse
Interim Chancellor

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

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E4200-700	0018726587	015230
1	GATEWAY	CPU	SELECT 700	0017818954	015072
1	GATEWAY	CPU	SELECT 700	0017818957	015088
1	GATEWAY	MONITOR	EV910	190168078407	015075
1	GATEWAY	MONITOR	EV910	190168078413	015077
1	GATEWAY	MONITOR	EV910	190168078417	015071
1	GATEWAY	MONITOR	EV910	190168078415	015073
1	GATEWAY	CPU	SELECT 700	0017818951	015074
1	GATEWAY	CPU	SELECT 700	0017818952	015076
1	GATEWAY	CPU	E3200-450	0016560797	014939
1	GATEWAY	CPU	E3200-450	0016560830	014919
1	GATEWAY	MONITOR	EV700	MIAJ489643	014872
1	GATEWAY	MONITOR	EV700	MIABJA489604	014886
1	GATEWAY	MONITOR	EV700	MIABJA489644	014888
1	GATEWAY	MONITOR	EV700	MIABJA486203	014890
1	GATEWAY	MONITOR	EV700	MIABJA486711	014892
1	GATEWAY	MONITOR	EV700	MIABJA487021	014894
1	GATEWAY	MONITOR	EV700	MIABJA486215	014896
1	GATEWAY	MONITOR	EV700	MIABJA489602	014898
1	GATEWAY	MONITOR	EV700	MIABJA086301	014906
1	GATEWAY	MONITOR	EV700	MIABJA087249	014908
1	GATEWAY	MONITOR	EV700	MIABJA004170	014910
1	GATEWAY	MONITOR	EV700	MIABJA088239	014912
1	GATEWAY	MONITOR	EV700	MIABJA004162	014914
1	GATEWAY	MONITOR	EV700	MIABJA086709	014918
1	GATEWAY	MONITOR	EV700	MIABJA086212	014920
1	GATEWAY	MONITOR	EV700	MIABJA086298	014922
1	GATEWAY	MONITOR	EV700	MIABJA086201	014926
1	GATEWAY	MONITOR	EV700	MIABJA088318	014930
1	GATEWAY	MONITOR	EV700	MIABJA086712	014932
1	GATEWAY	MONITOR	EV700	MIABJA089642	014934
1	GATEWAY	MONITOR	EV700	MIABJA086202	014938
1	GATEWAY	MONITOR	EV700	MIABJA089598	014940
1	GATEWAY	MONITOR	EV700	MIABJA089600	014952
1	GATEWAY	MONITOR	EV700	P909105086	015808
1	GATEWAY	MONITOR	VX700	C811146683	011846
1	GATEWAY	MONITOR	EV700	17014D526349	011843
1	GATEWAY	MONITOR	VIVITRON	P003239901	011844
1	DELL	CPU	DIMENSION 4100	9HPKB01	016699
1	GATEWAY	MONITOR	EV910	19016B384936	018115
1	GATEWAY	CPU	E4200-400	0013997510	013553
1	HP	PRINTER	D135	SG29CD2031	020053
1	GATEWAY	TERMINAL SERVER	NS-8000	24899MLI34	013652

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	COMPAQ	TERMINAL SERVER	PROL7000	D740BLC10118	020816
1	GATEWAY	MONITOR	EV700	MU17046C0053076	018909
1	GATEWAY	CPU	E3400	0023753750	018090
1	GATEWAY	CPU	E3200-450	0016560802	014885
1	GATEWAY	CPU	E3200-450	0016560816	014887
1	GATEWAY	CPU	E3200-450	0016560817	014889
1	GATEWAY	CPU	E3200-450	0016560818	014891
1	GATEWAY	CPU	E3200-450	0016560828	014903
1	GATEWAY	CPU	E3200-450	0016560815	014905
1	GATEWAY	CPU	E3200-450	0016560821	014893
1	GATEWAY	CPU	E3200-450	0016560825	014895
1	GATEWAY	CPU	E3200-450	0016560799	014901
1	GATEWAY	CPU	E3200-450	0016560831	014907
1	GATEWAY	CPU	E3200-450	0016560827	014909
1	GATEWAY	CPU	E3200-450	0016560810	014911
1	GATEWAY	CPU	E3200-450	0016560801	014913
1	GATEWAY	CPU	E3200-450	0016560824	014915
1	GATEWAY	CPU	E3200-450	0016560832	014917
1	GATEWAY	CPU	E3200-450	0016560829	014921
1	GATEWAY	CPU	E3200-450	0016560823	014923
1	GATEWAY	CPU	E3200-450	0016560814	014925
1	GATEWAY	CPU	E3200-450	0016560809	014927
1	GATEWAY	CPU	E3200-450	0016560819	014929
1	GATEWAY	CPU	E3200-450	0016560807	014937
1	GATEWAY	CPU	E3200-450	0016560800	014941
1	GATEWAY	CPU	E3200-450	0016560795	014943
1	CLONE	CPU	PII	DFD5795D44	020949
1	HP	PRINTER	LJ4	JPBK072632	007058
1	SHARP	PHOTOCOPIER	2025	80510108	020386
1	HP	PRINTER	LJ6P	USBB006745	020375
1	HP	PRINTER	LJ4	JPBX020108	006879
1	GATEWAY	CPU	E3200	0016560798	023516
1	HP	PRINTER	LJ5	USHB086708	008622
1	HP	PRINTER	LJ4	JPBJ062653	008847
1	DELL	MONITOR	M991	MX049VYR478010BGH096	016737
1	GATEWAY	CPU	E3400-SE	0022452445	017036
1	GATEWAY	CPU	E3400-XL	0023739417	017869
1	APPLE	PRINTER	LW PRO	131304w108	006732
1	GATEWAY	LAPTOP	SOLO 5300	0022411323	017414
1	GATEWAY	MONITOR	EV700	17004A157438	010424
1	GATEWAY	LAPTOP	SOLO 2100	006717868	-----
1	DELL	MONITOR	M782	KR08G1574760221BB11L	-----
1	GATEWAY	MONITOR	VX900	G8J129430	012032

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	LAPTOP	SOLO	BC297240279	010129
1	WINBOOK	LAPTOP	XL	RCN456W5128T14	-----
1	GATEWAY	CPU	LPMINI	009987072	010913
1	MICROTEK	SCANNER	SMII	S63760224B	-----
1	HP	PRINTER	Q1678A	CN33CB10HH	024505
1	EPSON	PRINTER	900	BHL0022734	013187
1	HP	PRINTER	C6427A	MX01R1C01Q	-----
1	DELL	MONITOR	P793	MX04D02547605197DNUD	-----
1	GATEWAY	MONITOR	EV700AA	LIC21701453	011159
1	GATEWAY	CPU	E3000	008221558	010387
1	HP	SCANNER	C6260A	SG82P140NF	-----
1	GATEWAY	MONITOR	VX700	C811099212	012363
1	HP	PRINTER	C3917A	USKC046648	-----
1	SHARP	FAX MACHINE	F02600	88118611	-----
1	KITCHENAID	MIXER	PROFESSIONAL 6	KP2671XWH	036659
1	COMPAQ	MONITOR	462	547AA03AB212	-----
1	PROTECH	SERVER	CDRAX712X	45013010774	-----
1	PROTECH	SERVER	CDRAX712X	45013010785	-----
1	PROTECH	SERVER	CDRAX712X	45013010782	-----
1	COMPAQ	MONITOR	1024	546AA03AB363	-----
1	GATEWAY	MONITOR	500CS	15006A014978	-----
1	PROTECH	SERVER	CDRAX712X	45013010777	-----
1	PROTECH	SERVER	CDRAX712X	45013010787	-----
1	PROTECH	SERVER	CDRAX712X	45013010788	-----
1	PROTECH	SERVER	CDRAX712X	45316010045	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-b

Date: September 11, 2007

Subject: Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation – Resolution No. 3-07/08

Background: In November 1979, the voters passed Proposition 4 which imposes an annual appropriations limit on the District. This is known as the Gann Limit. Pursuant to Government Code Section 7910, the Board must approve the District's Gann Limit and make other necessary determinations for the succeeding fiscal year pursuant to Article XIII B of the California Constitution.

The District has developed the documentation used to determine the 2007-2008 Gann Limit and it is available for public inspection at the office of the Vice Chancellor, Administration and Finance, 3600 Prospect, Riverside, California, between 7:30 a.m. and 4:30 p.m. A copy of the worksheet used to compute the Gann Limit is attached for the Board's review and information. A resolution is required to establish the District's 2007-2008 Gann Limit.

Recommended Action: It is recommended that the Board of Trustees adopt resolution No. 3-07/08 which establishes the 2007-2008 Gann Limit for the Riverside Community College District at \$138,270,072.

James L. Buysse
Interim Chancellor

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

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2007-2008

DISTRICT NAME: Riverside Community College District

DATE: September 11, 2007

I. 2007-2008 APPROPRIATIONS LIMIT:

A.	2006-2007 Appropriations Limit		\$ 144,825,987
B.	Price factor for 2007-08:	1.0442	
C.	Population factor:		
1.	2005/2006 Second Period Actual FTES	<u>25,726.87</u>	
2.	2006/2007 Second Period Actual FTES	<u>23,522.58</u>	
3.	2006/2007 Population change factor (line C.2. divided by line C.1.)	<u>0.914319542</u>	
D.	2006-2007 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		<u>\$ 138,270,072</u>
E.	Adjustments to increase limit:		
1.	Transfers in of financial responsibility	\$	
2.	Temporary voter approved increases	_____	
3.	Total adjustments - increase		
	Sub-Total		<u>\$ 138,270,072</u>
F.	Adjustments to decrease limit:		
1.	Transfers out of financial responsibility	\$	
2.	Lapses of voter approved increases	_____	
3.	Total adjustments - decrease		< >
G.	2007-2008 Appropriations Limit		<u>\$ 138,270,072</u>

II. 2007-2008 APPROPRIATIONS SUBJECT TO LIMIT:

A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)		<u>\$ 84,086,534</u>
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	 520,000
C.	Local Property taxes	 36,103,090
D.	Estimated excess Debt Service taxes	
E.	Estimated Parcel taxes, Square Foot taxes, etc.	
F.	Interest on proceeds of taxes	 239,826
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates		< >
H.	2007-2008 Appropriations Subject to Limit		<u>\$ 120,949,450</u>

AMENDED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: September 11, 2007

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended
June 30, 2007

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor’s Office. The Chancellor’s Office is revising the CCFS-311Q format which is estimated to be completed during FY 2007/2008. In the interim, the Chancellor’s Office will be collecting the CCFS-311Q data via an Excel spreadsheet. Subsequent to filing the 4th Quarter CCFS-311Q, an error in the Excel spreadsheet was discovered by the Chancellor’s Office requiring the District to amend the 4th Quarter CCFS-311Q. The amended CCFS-311Q is attached. For purposes of this report, the General Fund includes:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted

Resource 1080 – Community Education

Resource 1090 – Performance Riverside

Resource 1110 – Bookstore (Contractor Operated)

Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking

Resource 1070 – Student Health

Resource 1180 – Redevelopment Pass-Through

Resource 1190 – Grants and Categorical Programs

Information Only: Attached for the Board’s review and information is a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended June 30, 2007.

James L. Buysse
Interim Chancellor

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

California Community Colleges
Quarterly Financial Status Report, CCFS-311Q

Fiscal Year : 2006-07

District: 960 Riverside Community College District

Quarter Ended: 30-Jun

Line	Description	As of June 30 for the fiscal year specified		
		Actual 2003-04	Actual 2004-05	Actual 2005-06
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:				
Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	93,694,590	106,405,524	119,560,718
A.2	Other Financing Sources (Object 8900)	1,328,522	880,941	-429,132
A.3	Total Unrestricted Revenues (A.1 + A.2)	95,023,112	107,286,465	119,131,586
Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	91,626,213	100,774,630	118,163,127
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,702,874	1,146,930	1,076,930
B.3	Total Unrestricted Expenditures (B.1 + B.2)	93,329,087	101,921,560	119,240,057
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	1,694,025	5,364,905	-108,471
D.	Fund Balance, Beginning	5,567,529	7,261,554	12,344,738
D.1	Prior Year Adjustments + (-)	0	-281,721	402,578
D.2	Adjusted Fund Balance, Beginning (D + D.1)	5,567,529	6,979,833	12,747,316
E.	Fund Balance, Ending (C + D.2)	7,261,554	12,344,738	12,638,845
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	7.8%	12.1%	10.6%

II. Annualized FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	23,001	24,666	26,323	23,967
-----	---	--------	--------	--------	--------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	As of the specified quarter ended for each fiscal year presented		
		2003-04	2004-05	2005-06
H.1	Cash, excluding borrowed funds			19,788,197
H.2	Cash, borrowed funds only			0
H.3	Total Cash (H.1 + H.2)	8,142,613	10,924,030	14,873,393

IV. Unrestricted General Fund Revenues and Expenditures: 2006-07 Budget to Year-to-Date Actuals

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,296,346	135,316,346	136,328,169	101%
I.2	Other Financing Sources (Object 8900)	22,585	22,585	19,507	86%
I.3	Total Unrestricted Revenues (I.1 + I.2)	135,318,931	135,338,931	136,347,676	101%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	134,256,560	134,276,560	128,975,161	96%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,004,270	2,004,270	1,961,940	98%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	136,260,830	136,280,830	130,937,101	96%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-941,899	-941,899	5,410,575	
L.	Adjusted Fund Balance, Beginning	12,638,844	12,638,844	12,638,844	
L.1	Fund Balance, Ending	11,696,945	11,696,945	18,049,419	
M.	Percentage of UGF Fund Balance to UGF Expenditures (L.1 / J.3)	8.6%	8.6%	8.6%	

V. Has the district settled any employee contracts during this quarter? **No**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management			Academic			Classified		
	Total Cost Increase	%*	Total Cost Increase	Total Cost Increase	%*	Total Cost Increase	Total Cost Increase	%*	
a. SALARIES:									
Year 1: 0	0	0.0%	0	0.0%	0	0.0%	0	0.0%	
Year 2: 0	0	0.0%	0	0.0%	0	0.0%	0	0.0%	
Year 3: 0	0	0.0%	0	0.0%	0	0.0%	0	0.0%	
b. BENEFITS:									
Year 1: 0	0	0.0%	0	0.0%	0	0.0%	0	0.0%	
Year 2: 0	0	0.0%	0	0.0%	0	0.0%	0	0.0%	
Year 3: 0	0	0.0%	0	0.0%	0	0.0%	0	0.0%	

*: As specified in Collective Bargaining Agreement or other Employment Contract.

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **No**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year? **No**
Next year? ---

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

CERTIFICATION

District : 960 Riverside Community College District

To the best of my knowledge, the data contained in this report are correct.
I further certify that this report was/will be presented at the governing board meeting specified below, and afforded the opportunity to be discussed and entered into the minutes of that meeting.

To the best of my knowledge, the data contained in this report are correct.

District Chief Business Officer _____ Date _____

District Superintendent _____ Date _____

Qtr. Ended: June 30, 2007

Governing Board Meeting Date: _____

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL FUND REVENUE AND EXPENDITURE REPORT
FOR THE PERIOD ENDED JUNE 30, 2007**

Cash Position - Unrestricted and Restricted

	<u>YTD Activity</u>
Beginning Cash, July 1, 2006	\$ 14,873,393
Net Change in Accounts Receivables	3,125,127
Net Change in Accounts Payables	(1,701,265)
Revenue and Other Financial Sources	159,563,126
Expenditures and Other Outgo	(153,224,460)
Ending Cash, June 30, 2007	<u>\$ 19,788,197</u>

Budget and Actual Activity - Unrestricted

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>YTD Activity</u>
Revenues			
Federal	\$ 123,500	\$ 123,500	\$ 115,339
State	88,142,709	88,142,709	92,352,720
Local	47,030,137	47,050,137	43,860,110
Total Revenues	<u>135,296,346</u>	<u>135,316,346</u>	<u>136,328,169</u>
Other Financing Sources	22,585	22,585	19,507
Total Revenues	<u>135,318,931</u>	<u>135,338,931</u>	<u>136,347,675</u>
Expenditures			
Academic Salaries	\$ 62,153,458	\$ 62,484,689	\$ 62,479,281
Classified Salaries	29,180,193	27,828,357	26,381,646
Employee Benefits	22,881,674	22,904,614	22,200,691
Materials & Supplies	2,936,181	2,895,160	2,093,875
Services	15,104,882	15,592,652	13,901,169
Capital Outlay	2,000,172	2,571,088	1,918,499
Total Expenditures	<u>134,256,560</u>	<u>134,276,560</u>	<u>128,975,161</u>
Other Outgo	2,004,270	2,004,270	1,961,940
Total Expenditures and Other Outgo	<u>136,260,830</u>	<u>136,280,830</u>	<u>130,937,101</u>
Revenues Over (Under)			
Expenditures	(941,899)	(941,899)	5,410,575
Beginning Fund Balances	12,638,844	12,638,844	12,638,844
Ending Fund Balances	<u>\$ 11,696,945</u>	<u>\$ 11,696,945</u>	<u>\$ 18,049,419</u>
Contingency			
Unrestricted	\$ 10,796,945	\$ 10,796,945	\$ 17,149,419
Reserve	900,000	900,000	900,000
Total Contingency/Reserve	<u>\$ 11,696,945</u>	<u>\$ 11,696,945</u>	<u>\$ 18,049,419</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-1

Date: September 11, 2007

Subject: Service Agreement with Full Capacity Marketing, Incorporated

Background: Presented for the Board's review and consideration is a service agreement between Riverside Community College District and Full Capacity Marketing, Incorporated. In May 2007, the District received funds from the California Community Colleges Chancellor's Office to promote the statewide Center for Applied Competitive Technologies (CACT). The intended use of the grant funds is to market the efforts of the statewide CACT. To that end, Full Capacity has agreed to provide marketing and promotional services for the statewide CACT. These services will include a market position assessment, brand message development, creation of marketing and communication plans, reports, press releases, public relations, web site strategies, monthly tracking report, internal e-Newsletter, webinars and ongoing technical assistance. The term of the agreement is September 12, 2007 through June 30, 2008. Total expenses will not exceed \$89,985.00. Funding source: Statewide Strategic Initiative HUB grant (Fund 12, Resource 1190).

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 12, 2007 through June 30, 2008, for an amount not to exceed \$89,985.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

SERVICE AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT AND
FULL CAPACITY MARKETING, INCORPORATED

This Agreement, entered into September 12, 2007 between Full Capacity Marketing Incorporated, 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 beginning September 12, 2007, and will continue in effect until June 30, 2008.

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 \$89,985.00, based on District's acceptance and approval of Deliverables 1-6, as listed in Exhibit A. Payment will be made within thirty (30) days of receipt of invoices, which are to be provided to District upon completion of each deliverable.

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. Service Provider and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The District also agrees to hold Service Provider harmless for claims of liable and slander for information contained in the formal report to The District.

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 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 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

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Full Capacity Marketing Inc.
Celina Shands Gradijan
3525 Del Mar Heights Rd. #296
San Diego, CA 92130
(858) 793-6694

Date

Date

Riverside Community College District
Center for Applied Competitive Technologies

EXHIBIT A
SERVICES & COMPENSATION

Deliverable/Tactic	Cost
Deliverable #1: CACT Center Kickoff Meeting	\$ 4,285.00
Deliverable #2: Market Position Assessment; Report; Brand Message Development	\$14,795.00
Deliverable #3: Marketing and Communications Plan	\$ 1,805.00
Potential Tactic #1: Logo Guidelines	\$ 2,300.00
Potential Tactic #2: Press Releases and Story Placement	\$10,920.00
Potential Tactic #3: News Media Kit	\$ 6,265.00
Potential Tactic #4: Web site Strategies	\$ 4,310.00
Potential Tactic #5: Primary Audiences Communication Packages	\$ 9,550.00
Potential Tactic #6: Secondary Audiences Communication Packages	\$ 9,550.00
Potential Tactic #7: Public Relations	\$11,250.00
Potential Tactic #8 – Success Story Database	\$ 920.00
Deliverable #4: Monthly ROI Tracking Report	\$ 5,950.00
Deliverable #5: Internal e-Newsletter	\$ 4,585.00
Deliverable #6: Webinars and Ongoing Technical Assistance	\$ 3,500.00
Total Operating Budget	\$89,985.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-2

Date: September 11, 2007

Subject: Agreement with Riverside County Training Officer's Association

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Riverside County Training Officer's Association (RCTOA). Riverside Community College District and Riverside County Training Officer's Association have for many years participated in a mutually beneficial, cooperative arrangement regarding fire technology training. RCTOA shall develop lecture and practical application of materials, recommend qualified instructors, develop and present educational support materials, audio-visual and vocational equipment and provide instruction under the supervision of an RCCD instructor. The District accepts student applications, processes enrollment, approves all course content, curriculum, and methods of instruction, and instructors. The term of this agreement shall be from October 1, 2007 through June 30, 2012. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 1, 2007 through June 30, 2012, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement.

James L. Buysse
Interim Chancellor

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

AGREEMENT FOR
BASIC FIRE TECHNOLOGY PROGRAM SERVICES

This Agreement is made this 19th day of September, 2007, between Riverside Community College District (RCCD) and Riverside County Training Officer's Association (RCTOA) to provide for fire technology training at the Ben Clark Public Safety Training Center, (hereinafter "CTC").

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This Agreement shall be for four years and nine months, commencing October 1, 2007 and terminating June 30, 2012, unless earlier terminated by either party in the manner set forth herein.

Section 1.02. RCTOA may recommend courses or programs to be submitted to RCCD for college credit courses.

Section 1.03. RCCD will approve the course content, course curriculum, and method of instruction. RCCD will provide orientation of faculty, instructor manuals, course outlines, curriculum materials, testing and grading procedures, and any other services it provides to hourly instructors in the District.

Section 1.04. RCCD will determine minimum class sizes. RCCD may also set a maximum class size and course credit.

Section 1.05. RCTOA agrees to provide written notice to RCCD at least sixty (60) calendar days prior to offering any course, which shall include all relevant course information and proposed course outline.

ARTICLE 2. SERVICES TO BE PERFORMED BY RCTOA

Section 2.01. Instruction by RCTOA shall include the development of appropriate lecture and practical application of materials; recommendation of college level instructors who meet minimum qualifications or equivalent; development and presentation of educational support materials, audio-visual equipment, and vocational equipment to assist with selected lectures, all to be approved by RCCD and under the supervision and control of a District employee who has met the minimum qualifications for instruction in vocational education in a California Community College.

Course Scheduling

Section 2.02. RCTOA shall provide RCCD with a schedule of all proposed activities relating to said training programs, on or before January 15 of each year, for the subsequent school year (commencing July 1).

Section 2.03. RCTOA and RCCD agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of RCCD as to all academic matters and compliance with educational requirements imposed by law shall be final.

Course Outlines

Section 2.04. RCTOA shall permit RCCD to have access to its existing current course outlines.

ARTICLE 3. OPERATIONAL ISSUES

Student Registration:

Section 3.01. RCCD agrees to process student applications and to enroll students in the Academy. A successful enrollment means that each student has completed an enrollment application provided by RCCD, the application has been delivered to and accepted by RCCD's registration office, and the applicant has met all requirements, including, if applicable, the standard college student liability and medical care coverage.

Section 3.02. A California resident is one who meets the criteria set forth by law. A non-resident for student registration is one who meets criteria set forth by law.

Section 3.03. RCCD will ensure that ancillary and support services are provided for students (e.g. counseling and guidance, etc.)

Payment of Compensation:

Section 3.04. RCCD will directly pay all Fire Technology instructional staff who are performing instruction and/or essential services on a basis other than release time from regular employed duties. The rate of pay will be the current hourly rate paid to other RCCD part-time instructors. RCCD has the primary right to control and direct the instructional activities of the instructors.

Section 3.05. RCCD and RCTOA will certify that courses for which FTE apportionment is claimed are not fully funded from any other public or private agency, individual or group.

Section 3.06. RCTOA agrees to pay directly RCCD upon invoice for all student tuition fees

Student Enrollment

Section 3.07. RCTOA and RCCD will mutually agree upon the number of instructors to instruct the course, the ratio of instructors per student, and the subject area to be taught.

Section 3.08. RCCD reserves the right to cancel the offering of any course in which college credit is awarded. Cancellation must be made to RCTOA ten (10) calendar days prior to the start of the course, and written notice of intent to cancel served to RCTOA indicating reason (e.g. low enrollment, unqualified instructor, etc). RCTOA cancellation(s) must be made to RCCD ten (10) calendar days prior to the start of the course and written notice of intent to cancel served to RCCD indicating reason (e.g. low enrollment, unqualified instructor, etc).

Section 3.09. RCCD will provide Admission forms for each student as described in Sections 3.01 and 3.02 above.

Hours During Which Services May Be Performed:

Section 3.10. The parties shall mutually agree on the time the classes will be conducted and these items will be set forth in the class schedule.

Section 3.11. Any change of the time or location of class(es) must be submitted in writing ten (10) days in advance and approved by RCCD.

Cooperation of RCTOA:

Section 3.12. RCTOA agrees to comply with all reasonable requests of RCCD and to provide access to all documents necessary for the performance of RCCD's duties under this Agreement.

ARTICLE 4. LIABILITY/INDEMNITY

Section 4.01. RCCD will ensure that at the time of registration that all students provide proof of health insurance or purchase the standard College student health coverage.

Section 4.02. RCTOA, its officers, agents, and employees, shall not be deemed to have assumed any liability for the negligence, or any other act or omission of RCCD or any of its officers or employees, or for any dangerous or defective condition of any work or property of RCCD.

Section 4.02(a). RCCD shall indemnify and hold RCTOA, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon the condition of work or property of RCCD, or upon any act or omission of RCCD, its Trustees, officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCCD shall defend, at its expense including attorney fees, RCTOA, its officers, agents,

employees and independent contractors, in any legal action or claim of any kind based upon such condition of work or property, or alleged acts or omissions.

Section 4.02(b). RCTOA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RCTOA, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCTOA shall defend, at its expense including attorney fees, RCCD, its Trustees, officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omissions.

ARTICLE 5. OBLIGATION OF RCCD

Section 5.01. RCCD agrees to process the completed enrollment applications described in Section 3.01 for the purposes of obtaining financial support from the State of California.

Section 5.02. RCCD shall provide current course outlines for each course making up said training programs, and shall take steps to keep its college catalogue current with regard thereto.

Section 5.03. RCCD shall schedule all portions of said training programs which have been approved by RCTOA to be part of the course offered by RCCD, and which have also been approved by RCCD's Curriculum Committee and its Board of Trustees, and which have been published in the current college catalogue.

ARTICLE 6. TERMINATION OF AGREEMENT

Section 6.01. Either party may terminate this Agreement with 60 days written notice. With exception are courses to be paid by both parties which are fully enrolled or in progress and shall be completed as provided for herein.

ARTICLE 7. GENERAL PROVISIONS

Notices:

Section 7.01. Any notices to be given herein by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing. Notices may be mailed as follows:

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

Riverside County Training Officer's Association
Mike Jennings, President
41825 Juniper Street
Murrieta, CA 92562

Partial Invalidity:

Section 7.02. 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.

Governing Law:

Section 7.03. This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside, State of California.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____ By: _____
Aaron S. Brown, Interim Vice Chancellor
Administration and Finance
4800 Magnolia Ave.
Riverside, CA 92506

RIVERSIDE COUNTY TRAINING OFFICER'S ASSOCIATION

Dated: _____ By: _____
Mike Jennings, President
41825 Juniper St.
Murrieta, CA 92562

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: September 11, 2007

Subject: Rescission of Approved Dates for the 2007-2008 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates

Background: At the June 19, 2007, meeting of the Board of Trustees, the Board approved the following time lines for budget adoption: 1) the proposed 2007-2008 Budget would be available for public inspection beginning September 4, 2007; and 2) the public hearing would be held at 6:00 p.m. at the Board meeting on September 11, 2007, to be followed by the adoption of the 2007-2008 Budget. However, the State Chancellor's Office has now advised us that the adoption date has been extended to October due to "...the lateness of the State Budget."

Staff is proposing that the 2007-2008 Budget Adoption process be moved from September to October. It is therefore necessary to rescind the earlier September time line. Staff recommends that the Board set October 16, 2007, as the date for the public hearing and adoption of the 2007-2008 Budget. Also, and pursuant to Title 5, Section 58301, the final budget proposal must be made available for inspection at least three (3) days prior to the public hearing, and we again plan to use the Office of the Interim Vice Chancellor, Administration and Finance, for this purpose. Finally, this information will be published in The Press-Enterprise.

Recommended Action: It is recommended that the Board of Trustees rescind 1) the September 4, 2007 availability date for public inspection of the 2007-2008 Budget and 2) September 11, 2007 date for the Public Hearing and Adoption of the 2007-2008 Budget.

It is further recommended that the Board of Trustees announce that: 1) the proposed 2007-2008 Budget will be available for public inspection beginning October 9, 2007, at the Office of the Interim Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 16, 2007, to be followed by the adoption of the 2007-2008 Budget.

James L. Buysse
Interim Chancellor

Prepared by: Aaron S. Brown
Interim Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: September 11, 2007

Subject: Approval of Agreement to Provide ATM Services to Riverside, Moreno Valley, and Norco Campuses

Background: In 2000, the Board approved an agreement with Citizens' Business Bank (CBB) to provide ATM services at the District's three campuses. District initiated a Request for Proposal (RFP) process since the CBB contract has ended. RFP's were sent to ten banking institutions, including local banks, which had expressed an interest in providing these services and an advertisement in the Press-Enterprise was published twice. The following two proposals were received by the District:

Citizens' Business Bank

Service Fee for Citizens Business Bank Customers	\$0.00
Service Fee for Non-Citizens Business Bank Customers	\$2.00

Rent paid for ATM space \$600 per month or \$7,200 annually to be paid to ASRCC.

Wells Fargo Bank

Service Fee for Wells Fargo Bank Customers	\$0.00
Service Fee for Non-Wells Fargo Bank Customers	\$2.00

Rent paid for ATM space \$1,650 per month or \$19,800 annually to be paid to ASRCC.

Following review of the proposals, District staff recommends entering into an agreement with Wells Fargo Bank.

Recommended Action: It is recommended that the Board of Trustees approve entering into an agreement with Wells Fargo Bank to provide ATM Services to Riverside, Moreno Valley, and Norco Campuses for the term October 1, 2007 through September 30, 2012, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Dr. Deborah DiThomas
Interim Vice Chancellor,
Student Services and Operations

ATM LEASE AGREEMENT
(Walk-up)
(Riverside Community College)
(Riverside Campus; Norco Campus; and Moreno Valley Campus)
(BE No. 105730)

This ATM LEASE AGREEMENT (the "Agreement") is dated, for reference purposes only, as of this 12th day of September, 2007 (the "Effective Date"), by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Tenant"), and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California Community College District ("Landlord"), with reference to the following recitals:

RECITALS:

A. Landlord is the owner of certain improved real property commonly known as (1) Riverside City Campus located at 4800 Magnolia Avenue, Riverside CA 92506-1299 ("Riverside Campus"); (2) Norco Campus located at 2001 Third Street, Norco, CA 91760-2600 ("Norco Campus"); and (3) Moreno Valley Campus located at 16130 Lasselle Street, Moreno Valley, CA 92551-2045 ("Moreno Valley Campus") (collectively the "Real Property").

B. Tenant desires to lease certain space within the Real Property for the installation, operation and maintenance of an ATM (as defined in Section 4 below) facility containing one automated teller machine and related equipment, and Landlord desires to lease such space to Tenant on the terms and conditions contained herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree as follows:

1. Premises.

1.1 Location. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following premises for the installation and operation of an ATM facility within the Real Property, each consisting of an approximately 40 square feet pad (approximately 10 feet by 4 feet): (1) those premises at the Riverside Campus as shown on Exhibit A-1; (2) those premises at the Norco Campus as shown on Exhibit A-2; and (3) those premises on the Moreno Valley Campus as shown on Exhibit A-3 (collectively the "Premises").

1.2 Access. Tenant, its customers, invitees, agents, employees and contractors may access the Premises during normal business hours, or during special events held on the Premises, for purposes of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting or removing the ATMs. At all times, Landlord shall provide uninterrupted access to the Premises. In the event of any construction, remodeling or other activity by Landlord at the Real Property, Landlord shall undertake such activities so as to permit access to the Premises to the fullest extent possible and so as to prevent the closure of the ATM. Tenant shall have the right to abate in full Monthly Rent on a pro rata basis for every day that access to the Premises is materially impeded.

1.3 Parking. Tenant shall have the nonexclusive right to use the parking areas of the Real Property in common with other tenants, licensees, invitees and occupants of the Real Property using the appropriate parking permits, which permits Landlord shall issue to Tenant and Tenant's contractors at no cost upon Tenant's request.

1.4 Delivery Condition. Landlord shall deliver the Premises to Tenant in its current as-is condition, provided, however, that Landlord shall deliver the Premises free of any hazardous or toxic materials.

2. Term.

2.1 Initial Term. This Agreement shall be effective upon the mutual execution of this Agreement. The initial term (the "Term") of this Agreement shall be five (5) years, commencing on October 1, 2007 ("Rent Commencement Date") and shall expire on September 30, 2012.

2.2 Options to Extend. None.

2.3 Anticipated Delivery of Possession. Landlord will deliver the Premises to Tenant on or before October 1, 2007 (the "Anticipated Delivery Date") and if Landlord cannot do so because of some event or condition outside Landlord's reasonable control, including, the failure of an existing tenant to vacate the Premises, the Lease will not be void or voidable, and Landlord will not be in default. If, however, for any reason Landlord does not deliver the Premises to Tenant within 90 days after the Anticipated Delivery Date, then Tenant may terminate this Lease by written notice to Landlord. Unless Tenant exercises such right to terminate, the Rent Commencement Date, the Expiration Date and the Term will be extended by the number of days of delay in delivery of the Premises.

2.4 Holding Over. Subject to Section 26 below, any holding over with Landlord's consent after the expiration of the Term or any Renewal Term, as the case may be, shall be construed to be a month-to-month agreement on the same terms and conditions, terminable by either party upon thirty (30) days prior written notice.

3. Rent. Tenant's Monthly Rent shall be \$550 per month per each premises location for a total of \$1,650 per month. Tenant shall commence paying Monthly Rent upon the Rent Commencement Date (as defined in Section 2.1 above). The Rent Commencement Date shall be delayed on a day-for-day basis for each day that Tenant or Tenant's customers cannot reasonably use or service the ATMs due to any obstructions or other conditions preventing reasonable access to the Premises. All rent must be paid without demand, deduction, set-off or counter claim, in advance, on the first day of each calendar month during the Term, and in the event of a partial rental month, rent will be prorated on the basis of a thirty (30) day month. Tenant's Monthly Rent shall include all of Tenant's common area maintenance charges and Tenant shall not pay Landlord any other charges in connection with this Lease (however, Tenant shall pay utility charges directly to the utility providers as provided in Section 8.1 below).

4. Design and Installation of ATM Facility.

4.1 Type of ATM. Tenant shall install a full service ATM at the Riverside Campus and a cash dispensing only ATM at each of the Norco Campus and Moreno Valley Campus. Each ATM shall accept ATM cards from at least three of the following ATM networks: Star, Cirrus, Plus, Instant Cash, Pulse, and Maestro; and credit cards issued by Visa, Master Card, American Express, and Discover/Novus.

4.2 Plans. Installation and construction of the ATM facility, whether done initially or subsequently, shall be in conformity with plans (the "Design Plans") prepared by Tenant in accordance with all applicable laws and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall deliver to Tenant its written approval or disapproval of the Design Plans no later than 10 days after Tenant's submission of the Design Plans to Landlord. If Landlord should fail to respond with its written approval or disapproval of the Design Plans within such 10 day period, the Design Plans shall be deemed approved. Upon Tenant's request, Landlord shall provide Tenant with the as-built plans for the Real Property and with such other information regarding the Real Property or the Premises which may be necessary or useful for the installation, construction or operation of each ATM facility.

4.3 Installation. Promptly after the satisfaction of the conditions set forth in Section 32 below, Tenant in accordance with the Design Plans may proceed to install at each Premises, at Tenant's sole cost and expense, one freestanding automated teller machine (individually an "ATM" or collectively the "ATMs"), together with such additional equipment or features as Tenant shall deem appropriate, including without limitation, (a) a telephone or other support system for such equipment, (b) trash receptacles, (c) a branch computer terminal, with all supporting telecommunications equipment; (d) a customer service phone; (e) a merchant depository; (f) utility lines and conduits; and/or (g) such other equipment and accessories as are or become normally provided by Tenant in connection with the operation of an ATM facility. Tenant may bolt its ATMs or otherwise securely attach the ATMs to the surface of the Premises. Landlord agrees to cooperate in good faith to facilitate Tenant's installation activities. In addition, Landlord shall provide Tenant with access to perform the necessary site preparation (including the removal or rearrangement of equipment, and the installation of the conduit to provide electrical power and telephone lines to the ATM). Notwithstanding anything in this Agreement to the contrary, Tenant may change the ATMs by removing, replacing, or adding, from time to time, some or all of the equipment and features offered.

4.4 Tenant's Property. The ATMs and all of Tenant's trade fixtures and personal property shall be and at all times remain the property of Tenant.

4.5 Lighting and Security. Tenant shall have the right to install all lighting fixtures necessary to comply with California Financial Code Section 13,000 et seq. (i.e., "AB244" or the "ATM Lighting Law") and to install other fixtures and make alterations to the Premises required to comply with any laws governing the operation of ATMs. Landlord shall reasonably cooperate with Tenant in Tenant's efforts to comply with the ATM Lighting law. Landlord shall provide lighting in the common areas consistent with lighting provided at comparable projects in the vicinity of the Real Property. Tenant may, at its own expense, install its own security system in the Premises to protect the Premises and Tenant's employees, customers and other invitees.

Tenant shall be solely responsible, at Tenant's sole expense, for the monitoring, operation and removal of such security system. Any security system installed by Tenant will be for the sole benefit of Tenant and its employees, customers and other invitees and Landlord will have no right to rely on any such security system. Landlord shall establish and follow its own security standards for the common areas and the balance of the Real Property.

5. Signage and Trademarks.

5.1 General. Tenant may place its standard ATM signage on its ATMs at the Premises, subject to Landlord's approval, which shall not be unreasonably withheld, and subject to all applicable laws. At its discretion, Tenant may enclose its ATMs on the Premises with a kiosk structure and may place its signage on the kiosk structure. All of Tenant's signage shall (a) be fabricated, installed and maintained by Tenant at Tenant's sole expense, (b) be consistent with the then-current signage standards at the Premises and (c) at all times remain the property of Tenant. Subject to any applicable governmental laws, rules and regulations, and subject to Landlord's approval (which approval may not be unreasonably withheld, conditioned or delayed), Tenant may change its signage at any time provided, however, that Landlord's consent shall not be required to change signage based upon a change in Tenant's standard corporate signage, name or logo as long as all changes to Tenant's signage comply with all applicable laws and Tenant's signage is not increased in size. At any time, without Landlord's consent, Tenant may replace its standard ATM signage with generic, unbranded signage, so long as such new replacement signage is no larger than, and is installed in the same locations, as provided above.

5.2 Permits. Tenant shall obtain, at Tenant's sole expense, all permits, variances, or similar governmental approvals necessary to allow Tenant's installation of its signs. Landlord shall cooperate with Tenant in obtaining such approvals, and Tenant shall reimburse Landlord for any actual out-of-pocket costs incurred by Landlord in connection with such cooperation. Should Tenant be unable to obtain the necessary approvals and permits to install exterior signage acceptable to Tenant, then Tenant may, at its option, terminate this Agreement.

5.3 Directional Signage. Landlord shall permit Tenant to place signs identifying Tenant's operations in the Premises and in the vicinity of the Premises. Such signs shall be of such dimensions and at such locations as are permitted by any applicable governmental laws, rules and regulations.

5.4 Trademarks. Tenant may operate its ATMs under any trademark, logo or service mark permitted by law. Notwithstanding anything in this Agreement to the contrary, Landlord and Tenant shall each at all times retain prior written approval rights of any marketing or promotional advertisement by the other party which bears its name, logo or trademark or any of its fictitious business names. Tenant and Landlord acknowledge and agree that each party's trademarks and trade names are solely the property of such party, respectively, and that this Agreement does not in any way grant to the other party the right to use same.

6. Maintenance.

6.1 Maintenance of ATMs. Tenant shall maintain the ATMs in good condition and good working order. Once installed, Tenant shall use reasonable efforts to operate the ATMs 24

hours per day, seven days a week. Tenant shall have the right, however, to suspend operation for security reasons, periodic maintenance inspections, balancing adjustments, servicing operations or other maintenance purposes. Landlord acknowledges that despite Tenant's reasonable efforts, any ATM may be rendered inoperative for various periods of time due to breakdowns, operations failures or other reasons. Tenant shall have the right to service the ATM at all times; provided, however, that Tenant shall attempt, to the extent practicable, to service the ATMs between the hours of 8:00 a.m. and 5:00 p.m. Landlord shall provide Tenant with all necessary vehicular and pedestrian access and all authorizations, and other assistance necessary to permit Tenant to service the ATM without prior notice to Landlord. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder. If Landlord becomes aware of the need for a repair or maintenance at an ATM, Landlord shall notify Tenant in writing of such need.

6.2 Maintenance of Real Property. Subject to Section 13 below, Landlord shall maintain the Real Property surrounding the Premises in conformance with Landlord's current standards of maintenance.

7. Removal of ATMs.

Upon the expiration or sooner termination of this Agreement, Tenant shall remove the ATM and related equipment, Tenant's signs (not including Landlord's directional signs) and Tenant's other trade fixtures and personal property from the Premises, at Tenant's sole expense. Such removal shall occur not more than thirty (30) days after the expiration or sooner termination of this Agreement. Tenant shall, at its sole expense, reasonably repair any damage to the Premises caused by such removal. Landlord acknowledges that any repairs or cuts in any paved areas, walls or other improvements made during the removal of the ATMs will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. This does not mean, however, that any such repairs will be completely invisible.

8. Services and Utilities.

8.1 Utility Services at the Premises. Landlord, at its sole expense, shall: (a) stub electric and telephone lines to the Premises; for such electricity and telephone service as may be needed to operate the ATMs, and (b) install a telephone backboard for such telephone service as may be needed to operate the ATMs. As part of Monthly Rent Landlord shall pay for all electricity needed to operate the ATMs. Tenant shall pay for all telephone, data lines, and other utility services dedicated to Tenant's operation of the ATMs.

8.2 Interruption of Service. Landlord shall not permit any person or entity to tamper with Tenant's telephone, data lines or other telecommunications wiring, panels or equipment without Tenant's express prior written consent, which consent may be withheld in Tenant's sole discretion. Any deliberate interruption of power to the ATM's caused by Landlord or any employee, agent, representative or contractor of Landlord shall not last more than twenty-four (24) consecutive hours and shall be subject to Tenant's express prior written consent, which consent may be withheld in Tenant's sole discretion. Tenant shall be permitted to post notices of any scheduled interruption to Tenant's customers at least twenty-four (24) hours in advance of any interruption of service. Except for any interruption of power or telephone service caused by any act of God or casualty event, Tenant's Monthly Rent payable hereunder shall be abated on a

per diem basis (based on a thirty (30) day month) for any day during which the power and/or service from telephone or data lines is shut off to the ATM Facility (unless Tenant causes the power or service to be shut off to the ATM Facility, as applicable). Except for any interruption of power or telephone service caused by any act of God or casualty event, Landlord shall reimburse Tenant for any costs and expenses Tenant incurs in making the ATM Facility fully operational as a result of any interruption of services, data transmission or utilities to the ATM Facility caused by or within the reasonable control of Landlord or its agents and contractors.

9. Marketing Table. Tenant shall have the right from time to time to set-up and staff a table in the immediate vicinity of each ATM for the purposes of distributing materials describing products and services offered by Tenant (except for credit cards, which shall not to be advertised at the Premises) and opening new accounts. Tenant shall conduct its marketing activities in a first class manner in compliance with all applicable laws and covenants, conditions and restrictions and shall not pursue individuals who do not wish to speak to Tenant's representatives. When setting-up any such table, Tenant shall contact the Dean of Student Services at each Premises location and shall not block walkways or access to other tenants' space.

10. Insurance.

10.1 Personal Property Insurance. Tenant and Landlord shall each carry its own personal property insurance during the Term or Renewal Term of this Agreement.

10.2 Liability Insurance.

(i) Tenant shall maintain in full force and effect during the Term or Renewal Term of this Agreement, commercial general liability insurance including broad form blanket coverage against claims for bodily injury, death and/or property damage occurring within or upon the Premises, and contractual liability covering the indemnity set forth in Section 11.1 below, which insurance shall afford "single occurrence" protection of at least One Million Dollars (\$1,000,000.00) and general aggregate coverage of Three Million Dollars (\$3,000,000). Such commercial general liability insurance shall name Landlord as an additional insured (including a severability of interest clause which shall protect Landlord as though a separate policy had been issued to Landlord), shall provide that Landlord shall receive thirty (30) days' prior written notice of any nonrenewal, cancellation or material change in coverage under such policy, and shall state that the insurance coverage provided is primary and non-contributory as regards to any other insurance carried by Landlord with respect to the type of occurrences set forth in Section 11.1 below. Tenant shall furnish Landlord with a certificate of insurance evidencing the coverage required under this paragraph.

(ii) Landlord shall maintain in full force and effect throughout the Term or Renewal Term of this Agreement, commercial general liability insurance including broad form blanket coverage against claims for bodily injury, death and/or property damage occurring within, around, or upon the Real Property, and contractual liability covering the indemnity set forth in Section 11.2 below, which insurance shall afford "single occurrence" protection of at least One Million Dollars (\$1,000,000.00).

10.3 Casualty Insurance. Landlord shall maintain in full force and effect throughout the Term or Renewal Term of this Agreement, all risk property insurance in an amount equal to the full replacement cost (including demolition and removal of debris) of the improvements now or hereafter located upon the Real Property.

10.4 Worker's Compensation. Tenant shall maintain Worker's Compensation insurance as required by law.

10.5 Automobile Coverage. Tenant shall maintain automobile liability insurance with coverage of at least One Million Dollars (\$1,000,000).

10.6 Parties' Right to Self-Insure. Notwithstanding anything in this Agreement to the contrary, Tenant may carry insurance of the kind required of Tenant under a blanket insurance policy or policies which cover other properties owned or operated by Tenant in addition to the Premises, or may self-insure against the perils covered by such insurance. Any such self-insurance shall be deemed insurance required to be carried by Tenant under this Agreement and shall be subject to the provisions hereunder pertaining to such insurance. Any and all insurance requirements pertaining to Landlord may be satisfied by self-insurance, through a Joint Powers Authority or a combination of both.

10.7 Waiver of Subrogation. Notwithstanding any other provision of this Agreement to the contrary (including, without limitation, Section 11 below), each party expressly waives every claim which arises or may arise in its favor and against the other party during the term of this Agreement for any and all loss of or damage to any of its property located within or upon the Real Property and/or Premises, which loss or damage is required to be insured in accordance with this Agreement. The waiver contained in this Section shall be effective whether such loss or damage is actually insured or self-insured pursuant to the terms of this Agreement. Each party agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver (if required by such policies) and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverage by reason of said waiver, and, if required in writing, to give to the other party a certificate from its insurance company to that effect.

11. Indemnifications and Risk of Loss.

11.1 Tenant Indemnification of Landlord. Tenant shall indemnify and hold Landlord harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, including reasonable attorneys' fees, asserted against or incurred by Landlord arising out of: (i) the negligence, gross negligence or willful misconduct of Tenant or any employee, agent, representative or contractor of Tenant for whom Tenant is legally liable; or (ii) the operation of the ATMs unrelated to the operation of the Real Property, except to the extent caused by the negligence, gross negligence or willful misconduct of Landlord or any employee, agent, representative or contractor of Landlord for whom Landlord is legally liable.

11.2 Landlord Indemnification of Tenant. Landlord shall indemnify and hold Tenant harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, including reasonable attorneys' fees, asserted against or incurred

by Tenant arising out of: (i) the negligence, gross negligence or willful misconduct of Landlord or any employee, agent, representative or contractor of Landlord for whom Landlord is legally liable; or (ii) the operation of the Real Property unrelated to the ATMs, except to the extent caused by the negligence, gross negligence or willful misconduct of Tenant or any employee, agent, representative or contractor of Tenant for whom Tenant is legally liable.

11.3 Risk of Loss. Tenant shall bear all risk of loss to the ATMs, its equipment, and cash inside the ATMs resulting from vandalism, theft, or any criminal acts and Landlord shall not be responsible for any losses suffered by Tenant from such causes.

12. Taxes.

Tenant shall be liable for all taxes assessed by any taxing authority, (including sales taxes) which are attributable to Tenant's operations at the ATMs and shall pay all personal property taxes assessed on Tenant's fixtures, equipment and machinery. Landlord shall be liable for all taxes and/or assessments assessed by any taxing authority (including sales taxes) which are related to Landlord's occupancy or use or ownership of the Real Property, including, without limitation: (a) personal property, fixtures or equipment taxes assessed against Landlord's property; (b) franchise taxes assessed against Landlord; (c) taxes on Landlord's gross rents or profits; (d) inheritance, state, gift, income, transfer or excess profit taxes assessed against Landlord; (e) sales taxes payable by Landlord; and (f) real property taxes and assessments, including, but not limited to, any fees, interest and penalties arising from any such tax or assessment, assessed against all or any portion of the Real Property and the improvements located thereon, including, but not limited to, any such taxes and assessments attributable to the Premises or any portion thereof.

13. Damage or Destruction.

Should the Premises or the Real Property (or any portions thereof) be damaged or destroyed, Landlord shall, at Landlord's cost and expense, promptly repair the same, to the extent Landlord's insurance proceeds are made available to Landlord therefore and provided that (a) such repairs, in Landlord's reasonable good faith opinion, can be made within 120 days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Landlord's reasonable good faith opinion, will not exceed fifty (50%) percent of the then replacement cost of the Real Property. If Landlord is not required hereunder to repair such damage or destruction, then Landlord shall, within thirty (30) days from the date of such damage and destruction, either (i) notify Tenant in writing of Landlord's election to repair such damage or destruction, in which event Landlord shall promptly repair the same; or (ii) notify Tenant in writing of Landlord's election to immediately terminate this Agreement, in which event this Agreement shall be so terminated effective as of the date of such damage or destruction. During any time that repairs to the Premises are being made by Landlord, the rent payable by Tenant hereunder shall be abated to the extent that Tenant is unable to occupy or use the Premises. Notwithstanding the foregoing, Tenant may terminate this Agreement, effective as of the date of any damage and destruction, if (A) Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATMs by notifying Landlord in writing of Tenant's election to terminate no later than thirty (30) days after the date of such damage or destruction; or (B) Landlord fails to complete the repairs described in this Section 13 within 120 days from the date of such damage or destruction by

notifying Landlord in writing of Tenant's election to terminate no later than thirty (30) days after such failure, provided, however, that if Landlord can reasonably complete such repairs within a reasonable time after notice from Tenant, then such 120-day period shall be extended by no more than thirty (30) days; or (C) Tenant is not able to obtain permits to restore the Premises without payment of unusual fees or costs or the satisfaction of unusual conditions, or Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control, by notifying Landlord in writing of Tenant's election to terminate no later than 30 days after Tenant's determination that it cannot obtain permits or that it is prevented from restoring the Premises.

14. Eminent Domain.

Should any of the Premises (or any portions thereof) be taken under the power of eminent domain, Tenant may terminate this Agreement as to the affected Premises by providing written notice of termination not later than thirty (30) days after the date of such taking. If Tenant does not elect to so terminate this Agreement, Landlord shall, at Landlord's cost and expense, promptly restore the Premises, and the rent payable by Tenant hereunder shall be abated to the extent that Tenant is unable to occupy and use such Premises. All damages and compensation awarded or paid because of such taking (other than compensation for the loss of Tenant's good will and improvements installed by Tenant at Tenant's expense, and Tenant's relocation expenses) shall belong to Landlord. All damages and compensation awarded or paid because of a taking of any improvements installed by Tenant at Tenant's expense shall belong to Tenant.

15. [Intentionally Omitted].

16. Assignment and Subletting.

Tenant shall not assign or transfer all or any part of its interest under this Agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord hereby consents to the assignment of this Agreement to any present or future wholly owned subsidiary or parent of Tenant or to any successor in interest of the entire business of Tenant as a result of the merger, consolidation, purchase, assignment, or by operation of law, provided such assignee has sufficient financial strength and will continue to perform the obligations of Tenant.

17. Default.

17.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

(i) The failure of Tenant to pay Monthly Rent or any other amount payable hereunder, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord.

(ii) The failure of either party to observe or perform any of the covenants, conditions or other provisions of this Agreement required to be observed or performed by such party, where such failure shall continue for a period of thirty (30) days after written notice thereof by the other party hereto. Notwithstanding the above, if the cure of any such default cannot

reasonably be completed within such thirty (30) day period, there shall be no Event of Default so long as the defaulting party shall have commenced to cure such default within said thirty (30) day period and diligently prosecutes said cure to completion.

(iii) The making by either party of any general assignment or general arrangement for the benefit of creditors; or the filing by or against either party of a petition to have such party adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy, unless, in the case of a petition filed against such party, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of, or the attachment, execution or other seizure of substantially all of such party's assets located at Premises or the Real Property, as the case may be, or of such party's interest in this Agreement, where such possessions, attachment, execution or other seizure is not restored to such party, as the case may be, within thirty (30) days.

17.2 Remedies on Default. In the event of any Event of Default by either party, then, in addition to any other remedies available to the other party hereto at law or in equity, such other party may:

(i) Continue this Agreement in effect and thereby be entitled to enforce all rights and remedies under this Agreement; or

(ii) Terminate this Agreement by providing written notice to the defaulting party of such intention and recover from such defaulting party any amount necessary to compensate such other party for all detriment negligently or willfully caused by such defaulting party's failure to perform its obligations under this Agreement.

18. Control of ATM; Confidentiality.

18.1 Control. Landlord acknowledges that the operation of the ATMs shall be governed by the policies and procedures developed or to be developed by Tenant from time to time. In that regard, except as expressly set forth herein to the contrary, Tenant shall have the right to control and manage the ATMs, the operation and maintenance thereof and all business and transactions conducted thereat, including without limitation, the functions and features provided, the development of products, and pricing of services (including without limitation, surcharges on Tenant's customers or non-customers). Tenant agrees that it shall not charge its own customers for withdrawing cash from the ATMs and shall not charge non-customers of Tenant more than \$2.00 per transaction for withdrawing cash from the ATMs. Tenant reserves the right to charge its customers and non-customers fees for other services provided through the ATMs.

18.2 Confidentiality. In the course of its performance under this Agreement, Tenant may deliver to Landlord certain oral and written information, and plans and drawings regarding Tenant's ATMs, and the operation thereof, which information is proprietary in nature (the "Tenant Materials"). Landlord agrees (i) to keep the Tenant Materials and the existence and contents of this Agreement confidential, (ii) to make such information available to its officers, directors and employees only on a need to know basis, and (iii) not to disclose such information to any person or entity without the prior written consent of Tenant. In the event that this Agreement is terminated, all Tenant Materials and any copies thereof shall be returned to Tenant,

and if this Agreement is terminated in part, such materials relating to the Premises so terminated shall be returned to Tenant, in any event without making notes pertaining thereto. Landlord agrees that it shall not, directly or indirectly, use the Tenant Materials in its business or in its dealing with any other person or entity.

19. Notices.

All notices, demands, consents, approvals and other communications which may or are required to be given by either Landlord or Tenant to the other under this Agreement will be given in writing, addressed to Landlord or Tenant with copies as directed at their respective addresses as indicated below, or at such other place as Landlord or Tenant may from time-to-time designate in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid. All notices hereunder will be deemed given upon receipt, if personally delivered, or upon the date shown for delivery or attempted delivery if sent by national courier service or registered/certified mail.

If to Landlord:

Riverside Community College District
4800 Magnolia Ave
Riverside, CA 92506-1299
Attn: Purchasing Manager

If to TENANT:

Wells Fargo Bank
Corporate Properties Group
333 South Grand Avenue, Suite 700
Attn: MAC# E2064-072
Los Angeles, California 90071
Attn: Lease Administration

with copy to:

Wells Fargo Bank
Corporate Properties Group
333 South Grand Avenue, Suite 700
MAC# E2064-079
Los Angeles, California 90071
Attn: Negotiations Manager

Either party hereto may by written notice to the other party hereto specify a different address or addresses for notice purposes.

20. Attorneys' Fees.

In the event of any litigation between Landlord and Tenant in connection with this Agreement, the prevailing party shall be entitled to recover from the other party hereto, in addition to such other relief as may be granted, such reasonable attorneys' fees incurred by the prevailing party in instituting or defending such litigation, together with such reasonable costs and expenses of litigation as may be allowed by the court.

21. Subordination.

21.1 This Agreement will be subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Real Property, or on or against Landlord's interest or estate therein, provided that in the event of a foreclosure of any such mortgage or deed of trust or any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Agreement will not be terminated or extinguished, nor will the rights and possession of Tenant hereunder be disturbed, if Tenant is not then in material default under this Agreement beyond any notice and cure periods. Tenant will attorn to the person who acquires Landlord's interest hereunder through any such mortgages or deeds of trust.

21.2 If as of the date of execution of this Agreement, the Real Property or Landlord's interest or estate therein, or any portion thereof, is subject to any existing mortgages or deeds of trust, Landlord shall, prior to the Premises delivery date, obtain and deliver to Tenant a non-disturbance agreement from each holder of such mortgages or deeds of trust.

22. Hazardous Materials.

22.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene, Hazardous Materials, or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

(b) "Hazardous Materials" means petroleum, asbestos, polychlorinated biphenyls, formaldehyde, radioactive materials, radon gas, mold, or any chemical, material or substance now or hereafter designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or words of similar import, under any federal, state or local law, regulation or ordinance or any byproduct or constituent element of any of the foregoing.

22.2 Compliance. To the best knowledge of Landlord, there are no Hazardous Materials located on, under, or about the Premises. Tenant and Landlord will each handle, treat, deal with and manage any Hazardous Materials in, on, under or about the Premises, in the case of Tenant, and the Real Property, in the case of Landlord, in compliance with all Environmental Laws and prudent industry practices regarding Hazardous Materials. Neither Landlord nor Tenant will use any Hazardous Materials in the Real Property or the Premises, respectively, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Landlord will use its best efforts to cause any other tenants of Landlord at the Real Property to comply with all Environmental Laws and to not allow any other tenant to use any Hazardous Materials except as necessary in the ordinary course of business and in compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in the Premises of which Tenant becomes aware and Landlord will promptly notify Tenant of any release or presence of any Hazardous Material in any area where Tenant's customers, employees, agents, or contractors may be likely to be present.

22.3 Remediation. If Hazardous Materials were placed on the Premises by Tenant, its agents, employees, or contractors, then Tenant shall have sole responsibility for the removal and/or remediation of any Hazardous Materials, in compliance with all Environmental Laws to the extent required by governmental authorities. Landlord shall have sole responsibility for the removal and/or remediation of any Hazardous Materials, in compliance with all Environmental Laws, discovered in, on or about the Premises, regardless of the date of its discovery, unless such Hazardous Materials were placed on the Premises by the Tenant, its agents, employees, or contractors to the extent required by governmental authorities.

22.4 Indemnification. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs and litigation expenses), which arise from the presence of Hazardous Materials in the Premises caused by Tenant or its agents, employees or contractors. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs and litigation expenses), which arise from the presence of Hazardous Materials in the Premises unless such presence was caused by Tenant or its agents, employees or contractors.

23. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the lease of the Premises, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an agreement in writing executed by the parties hereto.

24. Quiet Enjoyment.

Landlord covenants and agrees that so long as Tenant has not committed an Event of Default under the terms of this Agreement, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord or by the lessor under any master lease of the Real Property.

25. Compliance with Laws.

25.1 Each party represents and warrants that it shall in every manner of its business related to this Agreement obey and conform to all federal, state and local laws, regulations and directives. Any breach of said warranty and representation or claim of breach shall be the sole responsibility of the breaching party and the breaching party will, for said breach or claim of breach, hold the non-breaching party completely safe and harmless. Tenant shall be responsible for compliance with the American with Disabilities Act and other disabled access laws and regulations (collectively "ADA") by the ATMs and the Premises. Landlord shall be responsible for compliance with the ADA by the common areas. Landlord shall reasonably cooperate with Tenant in connection with Tenant's efforts to comply with the ADA and other applicable laws. Notwithstanding the foregoing, Landlord recognizes and agrees that many of Tenant's covenants and obligations hereunder, including, but not limited to, the establishment, closure, and relocation of the ATM, are subject to Tenant's obtaining the consent or approval of all regulatory agencies (including, without limitation, the Comptroller of Currency) now or hereafter empowered to regulate Tenant and its business operations, and such regulations shall supersede the terms and conditions of this Agreement.

25.2 Tenant agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, mental disability, medical conditions, marital status, or physical handicap except as provided in Section 12940 of the Government Code in the performance of this Agreement and to comply with the provisions of the State Fair Employment Practices as set forth in Part 7 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order.

26. Force Majeure.

The performance of both parties (except for the payment of monies earned and/or accrued) shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to "force majeure events". The term "force majeure" shall mean acts of God, strikes, lockouts, or labor difficulty; unavailability of parts, equipment or materials through normal supply sources; or the failure of any utility to supply its services; or any other reasons beyond the control of the party whose performance is to be excused.

27. Choice of Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California (the "State"), as such laws would be applied to residents of the State engaged in a transaction to be performed solely within the State. The parties mutually consent and submit to the personal jurisdiction of the state and federal courts located in the State and agree that any action, suit or proceeding concerning this Agreement shall be brought only in the federal or state courts located in the State. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding brought in any federal or state court located in the State, any defense or objections based upon lack of personal jurisdiction, improper venue, inconvenience of forum or the like.

28. Construction.

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Both parties hereto have assisted in the drafting of this Agreement and any ambiguities herein shall not be construed against either party.

29. Brokers.

Each party represents and warrants to the other that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Agreement. Each party agrees to indemnify the other party and to hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent or finder.

30. Third Party Approvals.

Landlord represents and warrants to Tenant that Landlord has the full right, power and authority to enter into this Agreement without the necessity of obtaining any third party approvals (other than those already obtained by Landlord), and that the terms of this Agreement do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

31. Request for Taxpayer Information.

Landlord agrees to complete and return to Tenant a duly executed Request for Taxpayer Information in the form attached hereto as Exhibit B.

32. Conditions Precedent.

32.1 All obligations of Tenant under this Agreement are subject to the occurrence of, or Tenant's written waiver of, each of the following conditions precedent:

A. On or before ninety (90) days after the date of execution hereof, Tenant's obtaining any necessary approvals from any applicable federal agencies and/or the Office of the Comptroller of Currency in connection with Tenant's use and occupancy of the Premises;

B. On or before the date which is ninety (90) days after the execution hereof, obtaining all necessary approvals from all governmental and regulatory agencies (including but not limited to the City within which the Premises are located) necessary for: (i) the completion of the ATM Facility, including but not limited to Tenant's signage; and (ii) Tenant's use and occupancy of the Premises, each without payment of unusual fees or costs or the satisfaction of unusual conditions; and

Tenant shall use reasonably diligent efforts to obtain such approvals. Landlord shall cooperate in making and executing any applications that may be requested by Tenant in order to obtain any governmental or regulatory approvals referred to above. Each of Tenant's approvals which are a condition precedent to Tenant's obligations hereunder may be given or withheld in Tenant's sole and absolute discretion.

32.2 Failure Of Conditions. If all of the conditions precedent have not been satisfied or waived in writing by Tenant within the time limits specified herein, then all of Tenant's obligations hereunder shall terminate upon written notice given by Tenant to Landlord; provided, however, that Tenant, by written notice to Landlord, may extend by up to forty-five (45) days the period within which any condition precedent may be satisfied or waived.

33. Waivers.

No waiver of either party hereto of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.

34. Time of Essence.

Time is expressly declared to be the essence of this Agreement.

35. Waiver of Jury Trial. TO THE EXTENT NOW OR HEREAFTER PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, DISPUTE OR LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PREMISES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER LANDLORD OR TENANT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES EXECUTING THIS LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association	RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California Community College District
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A-1

LOCATION OF THE PREMISES AT THE RIVERSIDE CAMPUS

EXHIBIT A-2

LOCATION OF THE PREMISES AT THE NORCO CAMPUS

EXHIBIT A-3

LOCATION OF THE PREMISES AT THE MORENO VALLEY CAMPUS

AU # _____ FAX:
WELLS FARGO BANK -
CORPORATE PROPERTIES GROUP, MAC # 2064-072
333 SOUTH GRAND AVE., SUITE 700
LOS ANGELES, CA 90071
ATTENTION: ASSET MANAGER

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Information Technology Design Services Agreement

Background: On August 21, 2007 the Board of Trustees approved the Final Project Budget for the Phase III-Norco/Industrial Technology Project.

Staff is now requesting approval to hire Information Technology Solutions, LLC to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings. Services will be provided in three phases:

- Phase 1 – Consulting and design for the development of construction documents supporting the information technology, security, and audio visual system requirements
- Phase 2 – Bid process assistance in conjunction with the construction manager
- Phase 3 – Project Management and quality assurance inspection services

Agreement attached.

Fee for the services are not to exceed \$155,000 including expenses. The term of the agreement is from September 12, 2007 to June 1, 2009, with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

To be funded from the Board approved project budget (State Construction Act and Measure C funding - Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Information Technology Solutions, LLC to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings and approve the expenditure of Board approved project funds in an amount not to exceed \$155,000, for the term September 12, 2007 to June 1, 2009 and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Information Technology Design
Services Agreement (Continued)

James L. Buysse
Interim Chancellor

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INFORMATION TECHNOLOGY SOLUTIONS, LLC

THIS AGREEMENT is made and entered into on the 12TH day of September, 2007, by and between INFORMATION TECHNOLOGY SOLUTIONS, LLC 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, Norco Campus
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from September 12, 2007, to the estimated completion date of June 1, 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 the Consultant.
5. Payment in consideration of this agreement shall not exceed \$155,500.00 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 Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
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 authorize 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, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant 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.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. 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.
15. 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.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Information Technology Solutions, LLC Riverside Community College District

Gary L. Hiller
President/CEO
7323 Sage Avenue
Yucca Valley, CA 92284

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date

Date

Exhibit I

Scope of Services

Scope of Project

Consultant to provide complete services that begin with consulting and design and extend through bid process culminating with the completion of the installation and acceptance phases.

Scope of Services

Phase 1. Consulting and Design for the development of Construction Documents.

Consultant will work closely with the tBP Architecture design team, other consultants and the District staff in the process of developing the construction documents supporting the Audio Visual, Security and Information Technology Systems. There will be formal and informal client reviews, product reviews and key decision points as part of this process. Consultant will provide the Construction Documents to the Architect consisting of plans and Division 27/28 specifications on the boarder provided by the Architect, meeting the needs and expectations of the District ready for bid.

Phase 2. Bid Process Assistance. Consultant will work closely with tBP Architecture and the college in releasing this project to bid. Consultant will: a) assist in facilitating the bid process, b) notify qualified bidders, c) accompany the tBP Architecture team on the job walk to answer bidder questions and provide orientation d) assist in answering RFI's, e) review bid submissions with tBP Architecture and the client and make recommendation on the awardee.

Phase 3. Quality Assurance Inspection Services (Group I and Group II Programs).

Consultant will assist the Project Management team representing the District, acting as technical Quality Assurance and compliance coordinator. Consultant will develop and distribute periodic written reports depicting the current situation as noted on field inspections. QA Inspections in a multi-trade environment shall cover all trades associated to the technology component including electrical, mechanical, building, and technology trades. Consultant will participate in all required meetings to properly oversee the technology component installation.

- Consultant will answer all RFI's during the construction period, issuing needed directives and addendums as necessary within the confines of the original scope of work to the contractor. Additional or changes to the original scope of work will be at the listed per hour billing rates.

Cost Summary

Phase 1	Consulting and Design	\$ 74,000.00
Phase 2	Bid Process Support	\$ 6,500.00
Phase 3	Grp I & II Project Management	<u>\$ 75,000.00</u>
		\$155,500.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project – Labor Compliance Service Agreements

Background: On August 21, 2007 the Board of Trustees approved the Final Project Budget for the Phase III-Norco/Industrial Technology Project.

Staff is now requesting approval to hire WCS/Ca, Inc. to provide Labor Compliance oversight and conduct the required Labor Compliance Program for the project and to hire Patricia A. Guerra to provide on site support for labor compliance monitoring including record keeping, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the project.

Agreements attached.

Fee for the WCS/Ca, Inc. services are not to exceed \$66,280 including expenses. Fee for the Patricia A. Guerra services are not to exceed \$5,000 including expenses. The term of the agreements is from September 12, 2007 to June 1, 2009, with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreements without additional compensation.

To be funded from the Board approved project budget (State Construction Act and Measure C funding - Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with WCS/Ca, Inc. to provide Labor Compliance oversight and conduct the required Labor Compliance Program for the project and approve the attached agreement with Patricia A. Guerra to provide on site support for labor compliance monitoring including record keeping, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the project and approve the expenditure of approved project funds in an amount not to exceed \$66,280 (WCS/Ca, Inc.) - \$5,000 (Patricia A Guerra) and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

WCS/CA, INC.

THIS AGREEMENT is made and entered into on the 12th day of September, 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 District's Norco campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from September 12, 2007, to the estimated completion date of June 1, 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 the Consultant.
5. Payment in consideration of this agreement shall not exceed \$66,280 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 Director of Capital Planning, 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 the Director of Capital Planning.
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. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
10. 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 authorize 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, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant 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.
12. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
13. 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.
14. 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.
15. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Dane Ruddell
President
10670 White Rock Rd.
Suite 300
Rancho Cordova, Ca 95670

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date

Date

Exhibit I

Scope of Services

Scope of Project

Consultant is to provide oversight and conduct the Labor Compliance Program Services for the Phase III-Norco/Industrial Technology Project.

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 12th day of September, 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 labor compliance pre-construction contractor/sub-contractor meeting, labor compliance monitoring support, record keeping activities, analysis of prevailing wage payments, benefits, and violations, document collection and correspondence and reporting for the Phase III Norco/Industrial Technology Project.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s) and on site as required by the District.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from September 12, 2007, to the estimated completion date of June 1, 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 the Consultant.
5. Payment in consideration of this agreement shall not exceed \$5,000 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 Director of Capital Planning, 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 the Director of Capital Planning.
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 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 authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
10. Consultant 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. Consultant 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.
11. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.

12. 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.
13. 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.
14. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Patricia A. Guerra

Riverside Community College District

Patricia A. Guerra
Consultant
P.O. Box 105
Rialto, CA 92377

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Multiple Prime Construction Management Agreement - ProWest Constructors

Background: On April 23, 2001, the Board approved the 2003-2007 Five Year State Capital Outlay Plan. The Plan included the Phase III-Norco/Industrial Technology Project. The project was approved by the State in 2003 and the District moved forward with the preparation of final design, working drawings and bid specifications. The project is awaiting Division of State Architect (DSA) approval. Upon DSA approval the District will be prepared to bid the project for construction. On August 21, 2007 the Board approved the Final Project Budget in the amount of \$30,632,100.

Staff is recommending that the project be delivered using multiple prime contracting (MPC). MPC, through the engagement of an experienced Construction Management firm, has been determined to be a proven method for managing the construction of community college projects in California. It has also been used extensively by the University of California, and the California State University System.

MPC has allowed Districts to avoid typical risks that accrue to them using the Design Bid Build process. These include change orders and delays because of contractor and subcontractor disputes. MPC offers the opportunity to attract multiple high quality contractors and to complete construction without compromising quality while significantly reducing the potential for claims and litigation.

District staff recommends approval of Multiple Prime Contracting as a delivery method for two primary reasons:

1. The Board has directed that the District provide the opportunity for local businesses and contractors to work on all District projects. It has been demonstrated that Multiple Prime Contracting will afford a greater opportunity for small businesses and contractors to bid on District work. The Multiple Prime Contractor being recommended has the capacity to contact thousands of businesses and contractors including local contractors and businesses through its contracting data base and to inform them of potential bidding opportunities. This will significantly enhance the opportunity for local businesses and contractors to be exposed to bidding on this project. In the Design Bid Build process what normally happens is that there will be three to five general contractors who will use two or three of their favorite sub contractors for each trade category to bid on the project. This constrains the possibility of smaller local businesses and contractors from the opportunity to bid. Additionally, communicating the opportunity to bid across a much greater population of businesses and contractors gives the District a deeper level of competition to secure best possible pricing.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Multiple Prime Construction Management Agreement - ProWest Constructors (continued)

2. Multiple Prime Contracting puts the Multiple Prime Contracting Construction Manager (MPCM) in a position to represent the best interests of the District to produce a quality project at a fixed management fee. Unlike a General Contractor (GC) who shares in the profit and overhead generated by change orders and increased cost of construction, the MPCM has no interest in time extension or change order work because they do not profit from additional work or time extensions. This puts the District in a position to have highly qualified and experienced construction professionals representing the District's interest to produce a quality project built to specifications, on time, and on budget.

In April 2006, the District advertised a Request for Qualifications (RFQ) for construction management services to assist Riverside Community College District in managing and executing construction projects. After presentations and discussion, the construction management review committee recommended that five firms be approved for hire to execute selected capital construction projects. On June 20, 2006 the Board of Trustees approved the recommended list of five Construction Management firms. ProWest Constructors was one of the five approved to perform work in this capacity.

On October 17, 2006 the Board approved an agreement with ProWest Constructors to provide staff augmentation construction management services for the Phase III-Norco/Industrial Technology Project. Since that time ProWest Constructors has been engaged in the project working with District staff and the design architect to develop the working drawings and bid specifications. Staff now proposes that the District enter into an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco/Industrial Technology Project. Services under this agreement would include bid preparation, bidding, management and oversight of the construction execution and ensuring compliance with all bid specifications, contract drawings, code compliance and DSA requirements, and assist with building commissioning for the project. Upon execution of the multiple prime agreement the October 17, 2006 agreement with ProWest Constructors will be terminated.

The total fixed fee for the construction management services is identified as follows:

General Conditions - \$1,800,000
Construction Management Fee - \$930,000
General Liability Insurance Fee - \$288,445
Total Fee - \$3,018,445

Agreement Attached.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Multiple Prime Construction Management Agreement - ProWest Constructors (continued)

The funding source for these construction management services and expenses are included in the Board approved project budget (State Construction Act and Measure C funding - Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with ProWest Constructors to provide Multiple Prime Construction Management Services for bid preparation, bidding, construction, and building commissioning for the Phase III-Norco/Industrial Technology Project and approve the expenditure of project funds in an amount not to exceed \$3,018,445 and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

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

CONSTRUCTION MANAGEMENT AGREEMENT

between

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

THE CONSTRUCTION MANAGER

This AGREEMENT is made on the 12th day of September in the year 2007, between Riverside Community College District, hereinafter called "District", and ProWest Constructors, the Construction Manager, hereinafter called "CM", for the following project:

RIVERSIDE COMMUNITY COLLEGE DISTRICT – INDUSTRIAL TECHNOLOGY NORCO CENTER

PROJECT DESCRIPTION: The project consists of construction of new 44,862 square foot (gross area) Industrial Technology Laboratory and Classroom Building, at Riverside Community College – Norco Center, Norco California. The Building is classified Type II 1 hour construction, with steel moment frame structure, concrete floors, precast concrete wall and spandrel panels, and clay tile roof. Two story wing houses will include laboratory classrooms and administrative offices. One story wing will contain manufacturing, computer, and environmental laboratories. Work also includes site development, grading, utilities, storm drainage, paving, hardscape, landscape irrigation and planting, code required improvements to accessible parking spaces, and other site improvements.

The project delivery method will consist of the CM managing multiple prime trade contractors. The overall construction schedule is estimated to be 17 months from construction commencement to substantial completion, plus 3 months for project closeout.

CONSTRUCTION BUDGET: \$22,188,100 (Construction cost, based upon the CM Cost Estimate dated 3/29/07)
\$30,632,101 (Total project cost)

DISTRICT'S DESIGN PROFESSIONAL: tBP Architecture
2300 Newport Boulevard
Newport Beach, CA 92663
Telephone: 949-673-0300
Facsimile: 949-673-9267

ARTICLE 1

GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

1.1.1 This Agreement shall be governed by the laws of the State of California.

1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

1.1.3 District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by District as a result of CM's breach of its obligations under this Agreement.

1.1.4 Time is of the essence for this Agreement.

1.1.5 The Construction Manager accepts the relationship of trust and confidence established with the District by this Agreement, and covenants with the District to furnish the CM's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the District. The CM shall furnish construction administration and management services and use the CM's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the District. The District shall endeavor to promote harmony and cooperation among the District, Architect, CM and other persons or entities employed by the District for the Project.

1.1.6 CM shall cooperate with the District and allow for designated individuals to enter the project site as requested by District.

1.1.7 CM to advise the District of any accidents or claims and the District retains the right to investigate any such accident as it sees fit.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode).

1.3 DEFINITIONS

Unless defined differently herein, terms used in this Agreement shall have the same meaning as those used in District's Bidding Documents and General Conditions.

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractors to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Not Used.*

1.3.3 *Not Used.*

1.3.4 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.5 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Master Project Schedule, Agreement, General Conditions, Supplementary Conditions, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.6 *Contractor.* The term "Contractor" shall mean any entity which holds a contract with the District for any portion of the construction for the Project. The term "Contractor" shall also include prime trade contractor(s).

1.3.7 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.8 *Estimated Project Construction Cost.* The term "Estimated Project Construction Cost" shall mean CM's written estimate in the form specified by District, of the total Construction Cost of the project at the various stages of the design process.

1.3.9 *Local Agency Head.* The term "Local Agency Head" shall mean the person who signs this Agreement on behalf of the District, but shall not necessarily be the District's Representative. The appropriate government codes for local agency heads shall apply to this Agreement.

1.3.10 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.11 *Project CM.* The term "Project CM" shall mean the specific District-approved CM named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.12 *Project Program.* The term "Project Program" is a written statement of District's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.13 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for District showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.14 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents received from the Construction Contractors.

1.3.15 *Bidding Documents.* The term "Bidding Documents" shall mean those documents prepared and furnished by District for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.16 *District.* The term "District" shall mean Riverside Community College District.

1.3.17 *District Representative.* The term "District Representative" shall mean the person acting on behalf of the District.

1.3.18 *District's Designated Administrator.* The term "District's Designated Administrator" shall mean the person acting on behalf of District.

ARTICLE 2

CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic services to be provided by CM consist of the services described in this Article 2.

2.1 GENERAL

2.1.1 CM shall designate a principal or a staff member to act as CM's representative. This representative shall remain in charge of all professional services for the Project under this Agreement, who so long as the representative's performance continues to be acceptable to District shall remain in charge unless a substitution is approved in writing by the District. District may request for substitutions in writing. District-approved CM representative shall be the person named below:

David Saacks - Construction

If for any reason the person designated as CM representative in this Article 2 becomes unavailable, the District may terminate this Agreement for convenience under Article 16. This right to terminate the Agreement for convenience shall be in addition to, and shall not limit, any other rights or remedies available to the District.

2.1.2 CM shall be the District's Designated Administrator.

2.1.3 CM shall abide by all regulations imposed by authorities having jurisdiction over the Project.

2.1.4 CM shall assist District and Design Professional in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

2.1.5 CM shall cooperate with other professionals District may employ for related work.

2.1.6 To the extent required by District, CM shall consult with authorized employees as determined by District, agents, and representatives of District relative to the design and construction of the Project.

2.1.7 CM shall monitor the Design Professional's work to ensure that it is performed in accordance with the Master Project Schedule.

2.1.8 CM shall act in the best interest of District, and District's interest shall be primary.

2.2 SCHEMATIC DESIGN PHASE

Not Used.

2.3 DESIGN DEVELOPMENT PHASE

Not Used.

2.4 CONSTRUCTION DOCUMENTS PHASE

Not Used – Under Separate Contract with District.

2.5 BIDDING PHASE

2.5.1 CM shall assist District in the execution of the bidding process including but not limited to the following:

- .1 Assist the District in the pre-bid conference
- .2 Implement a successful contractor outreach program to attract local prime trade contractors to bid on the work and in accordance with the public contracting law rules and regulations
- .3 Review and coordinate addenda with the Architect and District
- .4 Conduct the public bid opening at a location determined by and authorized through the District
- .5 Conduct post-bid conference and discussion of award of contracts to low bidders
- .6 Assist in recommending bids and resolving bid discrepancies with prime-trade contractors
- .7 Assist with assembling, delivering and executing the agreements with prime-trade contractors
- .8 Assist in resolving bid disputes and bid protests and attend bid resolution sessions as required by the District
- .9 Prepare the bid summary sheets and assist the District in submitting the necessary documentation for State approval of contract award
- .10 Assist with the preparation of agenda items for the Board meeting including a summary of the bidder outreach program described in .2 above.

2.6 CONSTRUCTION PHASE

2.6.1 CM shall assist District and Design Professional as requested in the preparation of the pre-construction meeting. CM shall prepare matrix charts of Design Professional's staff and responsibilities, District's staff and responsibilities, and CM's staff and responsibilities.

2.6.2 CM shall assist District and Design Professional in monitoring written communications between Design Professionals, District's Representative and Contractors.

2.6.3 CM shall assist Design Professional, as requested by District and Design Professional, in the resolution of disputes.

2.6.4 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost. All major changes and cost factors shall be described in a narrative that shall be attached to the Monthly Cost Report. The current month's report narrative shall identify any changes from the estimate in the previous month's report.

2.6.5 CM shall assist District and Design Professional in evaluating Contractor Change Order Requests, and make written recommendations regarding such requests.

2.6.6 CM shall assist in negotiations with Contractors as requested by District.

2.6.7 CM shall assist Design Professional, as requested by District, in obtaining back-up documentation, shop drawings, and materials submittals from Contractors.

2.6.8 **CM LIMIT OF AUTHORITY.** As part of the CM's scope of services, it shall carry out all duties and responsibilities listed as District's Representative in construction contracts between District and Prime Trade

Contractor(s). The CM's authority in carrying out the responsibilities as the District's Representative will be limited. The CM shall not have authority as the District's Representative to: a) take any action resulting in a change in Contract costs, scope, or Contract time; b) issue Notices of Completion; c) issuance of contracts; and d) approval of pay requests. Where CM's authority in carrying out the responsibilities as the District's Representative are limited, the CM shall still provide all effort associated with such duties as if the CM was carrying out these responsibilities, advise the District of findings and recommendations associated with such effort, or any effort requested by the District to carry out the duties listed above. CM will also be required to coordinate all Contract Documents interpretations, Shop Drawings, Product Data and Samples; through the Design Professional. In cases of conflict of opinion between Design Professional and CM regarding interpretation of Contract Documents, Shop Drawings, Product Data and Samples, the CM will advise District Designated Representative and receive written District Designated Representative direction prior to taking final action as District's Administrator.

2.6.9 CM shall develop and maintain the "Master Project Schedule". The Master Project Schedule" shall be developed from the Prime Trade Contractors' Schedule and the Preliminary Master Project Schedule developed by the CM and included with the Contract Bid Documents. Once finalized, the CM shall completely manage and update the Master Project Schedule throughout the course of the project within the limit of its authority stated in 2.6.8.

2.7 RECORD DOCUMENTS

2.7.1 CM shall receive Design Professional's Record Documents, evaluate their completeness and recommend to District in writing whether to accept or reject said documents.

ARTICLE 3

CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of basic services, the services described in this Article 3 are additional services. These Additional Services shall be paid for by District, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by District. No Additional Services shall be compensable unless so authorized.

3.1 PRE-CONSTRUCTION PHASES

3.2 CONSTRUCTION PHASE

3.3. POST-CONSTRUCTION

3.4 GENERAL

ARTICLE 4

DISTRICT RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 District will designate, in writing, a Representative who will act on behalf of District with respect to this Agreement. CM shall accept directives only from District's named Representative and not from other District employees. District may replace District's named representative at its sole option; if this replacement is made, District will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 District has furnished the information and reports (if any) as set forth in subparagraph 12.2.1, which are hereby incorporated and made a part of this Agreement.

4.2.2 District will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 District will have the right to make reasonable changes to its Bidding Documents and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.4 District shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.5 The services, information, surveys, and reports required by this Article 4 will be furnished at District's expense.

4.2.6 District will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by District and CM for the performance of CM's services under this Agreement.

ARTICLE 5

COMPENSATION

District will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fixed fee as follows:

- * CM Fee - \$930,000 to be paid as follows:
 - \$50,294 per month for the first 17 months
 - \$25,000 per month for the next 2 months (closeout)
 - \$25,002 for the last month (closeout)

* General Liability Insurance Fee - \$288,445 to be paid at the commencement of construction.

- * General Conditions – \$1,800,000 to be paid as follows:
 - \$100,588 per month for the first 17 months
 - \$30,000 per month for the next 2 months (closeout)
 - \$30,004 for the last month (closeout)

5.1.2 District reserves the right to withhold monies for services not received as part of Basic Services which extend beyond the duration of this Agreement unless an Amendment is issued by District for extension of services.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with a mutually acceptable lump sum price.

5.2.2 District reserves the right to change time and scope of the Work. If District changes either time or scope, the CM's fees shall be adjusted in accordance with a mutually acceptable lump sum price.

5.2.3 If the duration of this Agreement (20 months) exceeds or is extended through the fault of District, Design Professional, or Contractors and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided District has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by District and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, as described in this Paragraph 5.3, only actual costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM in the interest of the Project, for the following expenses:

- .1 Expenses for postage, handling, and delivery for Drawings, Specifications, and other documents, deemed necessary by District.
- .2 Expenses for reproduction of drawings, specifications, and other documents.

5.3.4 District reserves the right to decline reimbursement for unreasonable, unnecessary or excessive expenses.

ARTICLE 6

PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.1.2 Payments shall be made within 30 days of receipt of invoice from CM.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.2.2 Payments shall be made within 30 days of receipt of invoice from CM.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.2, CM shall be compensated for all authorized services performed prior to the receipt of written notice from District of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

ARTICLE 7

CM'S RECORDS AND FILES

7.1 Books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. District or District's authorized representative shall have access to, the right to audit and the right to copy pertinent parts of CM's books and records. CM's records shall include but not be limited to accounting records (hard copy, as well as computer readable data); contracts; payroll records; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this Agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.

7.2 CM shall make files available for inspection and copying by District upon reasonable notice. District or District's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate work space in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8

DISTRICTSHIP AND USE OF DOCUMENTS AND SYSTEMS

8.1 SCHEDULE AND COST CONTROL SYSTEMS

8.1.1 All systems developed for and with District resources shall become the property of District, whether or not the Project for which they are developed is executed. CM shall be permitted to retain copies for information and reference.

8.1.2 District will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that District's use of the systems is contrary to or in violation of any copyright, patent, trade secret, trade name, trade mark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9

DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but no earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties shall submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and District which cannot be settled through negotiation or mediation shall be subject to binding arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

.1 If any claim arises under the Construction Contract Documents for the Project and is submitted to binding arbitration, and either Contractor or District claims that the acts or omissions of CM are involved, in whole or in part, any claim by District against CM arising out of or in connection therewith may be asserted, at the option of District, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

.1 If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or District claims that the acts or omissions of CM are involved, in

whole or in part, any claim by District against CM arising out of or in connection therewith may be asserted, at the option of District, against CM in the same litigation.

.3 ARBITRATION WITHOUT CONTRACTOR

.1 Disputes arising from this Agreement between CM and District which cannot be settled through negotiation or mediation, and which are not resolved by binding arbitration or litigation pursuant to subparagraphs 9.3.1.1 and 9.3.1.2 shall be subject to arbitration without Contractor conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid Rules of the AAA:

.1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.

.2 District's Representative and/or District's consultants, shall if required by agreement with District, upon demand by District join in and be bound by the arbitration.

.3 Concurrent disputes subject to this subparagraph 9.3.1.3.3 shall be consolidated into a single arbitration unless the parties otherwise agree in writing.

.4 No hearing shall be held prior to final completion of the Project unless District decides otherwise.

.5 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California.

.6 If total claims are less than \$50,000, AAA expedited procedures as modified by this Article 9 shall apply. If total claims are between \$50,000 and \$100,000 they shall be heard by a single arbitrator who shall be an attorney. If total claims are in excess of \$100,000 and are submitted to arbitration, the controversy shall be heard by a panel of 3 arbitrators, one of which shall be an attorney.

.7 The AAA shall submit simultaneously to each party to the dispute an identical list of at least 10 names of persons chosen from the National Panel of Commercial Arbitrators, and each party to the dispute shall have 10 days from the date of receipt in which to cross off any names objected to, number the remaining names in order of preference and return the list to AAA. If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 5 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt.

.4 Unless District and CM otherwise agree in writing, the arbitration decision shall be made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all claims or cross claims submitted to arbitration is in excess of \$50,000 the award shall contain the basis for the decision, findings of fact, and conclusions of law.

Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296.

The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

9.4 PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE

9.4.1 Claims for bodily injury, personal injury, wrongful death, or property damage (other than property damage to District) shall not be subject to arbitration under paragraph 9.3 or mediation under paragraph 9.2.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION

10.1.1 CM shall indemnify, defend, and hold harmless District and its Trustees, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or CM's other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of CM, its officers, agents, employees, subcontractors, consultants, or any person or entity for whom CM is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

10.1.2 The indemnification obligations under this Article 10 shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses; provided however, that Indemnitor's reasonable defense costs (including attorney and expert fees) will be reimbursed in proportion to the determination of Indemnitee's fault.

10.1.3 CM shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney's fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use on the Project by Indemnitee of the design or construction documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

10.1.4 Nothing in this Agreement, including the provisions of this Article 10, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

10.2 INSURANCE REQUIREMENTS

CM, at CM's sole cost and expense, shall insure its activities in connection with this Agreement and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph 10.2 shall not in any way limit the liability of CM.

10.2.1 Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than \$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits of liability as follows:

.1	Each Occurrence	\$1,000,000
.2	Products and Completed Operations (Aggregate)	\$2,000,000
.3	Personal and Advertising Injury	\$1,000,000
.4	General Aggregate	\$2,000,000

10.2.2 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

10.2.3 Professional Liability Insurance, with minimum limits of liability as follows:

.1	Each Occurrence	\$1,000,000
.2	Aggregate	\$2,000,000

10.2.4 If the above insurance (subparagraphs 10.2.1 and 10.2.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Payment on this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation coverage for professional services as called for in this Agreement. Insurance required by subparagraphs 10.2.1-10.2.3 shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

10.2.5 Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time. Insurance required by this subparagraph 10.2.5 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the District.

10.2.6 CM, upon execution of this Agreement, shall furnish District with Certificate of Insurance evidencing compliance with this Article 10, including the following requirements:

- .1 CM shall have the insurance company complete District's form, Certificate of Insurance. It alone constitutes evidence of insurance.
- .2 Provide that coverage cannot be canceled without 10 days advance written notice to District.
- .3 If insurance policies are canceled for non-payment, District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against CM.

.4 The General Liability Insurance policy and the Business Automobile Liability Insurance policy shall name The District as an Additional Insured. As respects Professional Liability include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage.

.5 All insurance policies shall apply to the negligent acts, or omissions of CM, its officers, agents, employees, and for CM's legal responsibility for the negligent acts or omissions of its consultants and anyone directly or indirectly under the control, supervision, or employ of CM or CM's consultants.

10.2.7 The District shall provide Builder's Risk Insurance for the project.

ARTICLE 11

STATUTORY REQUIREMENTS

A. NONDISCRIMINATION

In connection with the performance of CM pursuant to this Agreement, CM will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The Regents' policy). CM will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law). This equal treatment shall apply, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors. For purposes of this Article, workers employed by CM who are engaged in "general conditions" services shall not be subject to prevailing wage requirements, including paragraphs 11B, 11C, 11D, and 11E.

2. CM shall comply and shall ensure that all subcontractors comply with Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. CM shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by CM in the execution of the Covered Services hereunder. CM shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors shall pay not less than the prevailing wage rates to all workers employed by such

subcontractor in the execution of the Covered Services hereunder. CM shall forfeit to District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by CM or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the CM fee. CM shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

4. The District is obligated to meet certain contract compliance reporting requirements, and CM shall support and coordinate District's efforts in this endeavor.

C. PAYROLL RECORDS

1. CM and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by CM or subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of CM on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to District, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of CM or subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CM awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. CM shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. CM shall inform District of the location of such payroll records for the written authorization, including the street address, city, and county; and CM shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with the State of California Labor Code Section 1776, CM shall have 10 days in which to comply following receipt of notice specifying in what respects CM must comply. Should noncompliance still be evident after the 10-day period, CM shall forfeit to District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the CM fee.

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by CM and subcontractors as apprentices for the Covered Services

hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When CM or subcontractors employ workers in any apprenticeship craft or trade for the Covered Services hereunder, CM or subcontractors shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving CM or subcontractors under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work, except as permitted by law. CM or subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If CM or subcontractors employ journeyworkers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, CM and subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. CM may include the amount of such contributions in computing its compensation under the Agreement; but if CM fails to do so, it shall not be entitled to any additional compensation therefore from District.

6. In the event CM willfully fails to comply with this Paragraph 11D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by CM or subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

1. CM shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. CM shall forfeit to District, as a penalty, \$25 for each worker employed in the execution of this Agreement by CM, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. CM and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall

be kept open at all reasonable hours to the inspection of District, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 12

EXTENT OF AGREEMENT

12.1 AUTHORITY OF AGREEMENT

12.1.1 This Agreement represents the entire and integrated agreement between District and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both District and CM.

12.2 EXHIBITS

12.2.1 This Agreement includes the following exhibit attached hereto:

Exhibit A: (Attached)

12.3 THIRD-PARTY BENEFICIARIES

12.3.1 Nothing contained in this Agreement is intended to make the construction Contractor or any construction Subcontractor (regardless of tier), any employee or agent of the construction Contractor or any Subcontractor or any person, including Design Professional, any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between District and CM.

ARTICLE 13

FEDERAL AND STATE GRANTS

In the event that a federal or state grant or other federal or state financing is used in the funding of this Project, CM shall permit the funding agency or its designee access to, and grant the funding agency the right to examine documents covering the services performed under this Agreement. CM shall comply with applicable federal or state agency requirements including, but not limited to, the requirements regarding hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 14

NOTICES

14.1 DISTRICT

Any notice may be served upon District by delivering it, in writing, to District at the address set forth on the last page of this Agreement, or by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to District at the aforementioned or by sending a facsimile of the notice to District's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

14.2 CONSTRUCTION MANAGER

Any notice may be served upon CM by delivering it, in writing, to CM at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to CM at the aforementioned address, or by sending facsimile of the notice to CM's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

ARTICLE 15

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon District and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of District.

ARTICLE 16

TERMINATION OF AGREEMENT

16.1 DISTRICT-INITIATED TERMINATION

16.1.1 If CM has failed to perform in accordance with the terms and conditions of this Agreement, District may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 30 days (or more, if authorized in writing by District) after receipt of a notice of intention to terminate from District specifying the failure in performance. If a termination for cause does occur, District will have the right to withhold monies otherwise payable to CM until the Project is completed. If District incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by District exceeds the amount withheld, CM shall be liable to District for the difference, except that CM's total liability under this paragraph shall be limited to the CM fee specified in paragraph 5.1.1.

16.1.2 District may terminate this Agreement for convenience at any time upon written notice to CM, in which case District will pay CM in full for all services performed and all expenses, including shut down and demobilization 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 CM, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

16.2 CM-INITIATED TERMINATION

16.2.1 CM may terminate this Agreement for cause if District fails to cure a material default in performance within a period of 30 days, or such longer period as CM may allow, after receipt from CM of a written termination notice specifying the default in performance. In the event of termination for cause by CM, District will pay CM in accordance with subparagraph 16.1.2.

16.3 DOCUMENTS AND MATERIALS

16.3.1 In the event of Agreement termination by either party for any reason, District reserves the right to receive, and CM shall promptly provide to District, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 16 shall not derogate from the right of District to receive and use such documents or materials.

IN WITNESS WHEREOF, District and CONSTRUCTION MANAGER have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: ProWest PCM, Inc., dba ProWest Constructors

By: Randy Craig, President
(Name) (Title)

(Signature) (Date)

CONSTRUCTION MANAGER FIRM ADDRESS: 22710 Palomar Street
Wildomar, CA 92595

CONSTRUCTION MANAGER TELEPHONE & FACSIMILE NUMBER: 951-678-1038 & 951-678-1034

EMPLOYER IDENTIFICATION NUMBER: 33-0647835 (Required)

DISTRICT: RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: Aaron S. Brown, Interim Vice Chancellor, Administration & Finance
(Name) (Title)

(Signature) (Date)

DISTRICT ADDRESS: Riverside Community College District
4800 Magnolia Street
Riverside, CA 92506

DISTRICT TELEPHONE & FACSIMILE NUMBER: 951-222-8789
951-328-3588

Exhibit A
Construction Management Agreement
September 12, 2007
Scope of Services

Construction Phase

1. Chair and record regular biweekly progress meetings with RCC, Architect and ProWest to make key decisions, resolve problems and maintain communication. Chair and record all Preconstruction meetings with all trade contractors and Special Inspectors. Chair and record special meetings such as pre-waterproofing, pre-roofing, etc. Chair and record regular weekly prime trade contractor progress meetings between ProWest and all contractors. Chair and record regular weekly MEP coordination drawing meetings between ProWest and all above-ceiling contractors.
2. Provide direct supervision, coordination, scheduling and problem resolution for Prime Trade Contractors. This will include a full time on-site staff, complete with all associated general conditions.
3. Coordinate all Division 1 requirements.
4. Enforce Prime Trade Contractor contracts. Enforce scopes of work and contractor schedules.
5. Plan ahead to avoid problems. When problems arise, resolve them quickly. Research, analyze, record and recommend solutions for final decision by RCC.
6. Assist the team in obtaining permits.
7. Create a procurement schedule spreadsheet, which identifies all materials, equipment, 2nd tier suppliers and subcontractors, lead times, contacts, etc.
8. All budget and cost control. Produce a monthly budget control report which tracks budgets vs. contracts/change orders vs. payments vs. projected costs. Keep the project under budget. Review all prime trade contractor bills and lien releases. Secure lien releases from 2nd tier suppliers and contractors if required. Coordinate payments and joint checks.
9. RFI, submittal and change order review, analysis and recommendation. Provide tracking reports and update biweekly.
10. Weekly quality control inspections and safety inspections.
11. Tracking of contractors' liability insurance throughout project.
12. Create and update the Critical Path Method construction schedule for the project. Communicate the schedule to all contractors. The schedule is to include submittal times and material lead times and will be reviewed and updated at regular meetings.
13. Produce formal, bound, monthly reports which summarize progress, finances, schedule and critical issues.

14. Coordinate soils testing and other special testing as required.
15. Coordinate all inspections including SFM, etc.
16. Coordinate furniture, equipment and other owner furnished requirements with Prime Trade Contractors.
17. Review the safety programs of the Prime Trade Contractors and make appropriate recommendations to RCC.
18. Observe the work of Prime Trade Contractors, review inspection reports and ensure necessary corrections are made.
19. Perform an above-ceiling punch list prior to closing ceiling areas. Record and distribute to all affected contractors. Manage completion of the outstanding items.
20. Assist Architect and RCC in coordinating the checkout of utilities systems and equipment for readiness and assist in their initial start-up and testing by the Prime Trade Contractors.
21. Assist the team in coordination and installation of owner furnished items.
22. Secure substantial completion and RCC approval. Create a detailed punch list for completion by contractors. File notice of substantial completion with the County Recorder.

Post Construction Phase

1. Manage completion of punch list. Secure warranties from contractors. Secure all final inspections. Prepare, for filing by RCC, Notices of Final Completion for each contractor.
2. Make recommendations regarding final payments to contractors; obtain final lien releases from all subcontractors and suppliers; make recommendations for resolution of all change orders; make recommendations for payment of contractors after expiration of subcontractor lien period.
3. Finalize as built drawings. Secure all maintenance and operations manuals, along with all critical project data, neatly organize and bind into volumes and deliver to RCC.
4. Assist with equipment installation and RCC move-in. Troubleshoot operating problems.

Warranty Phase – First Year

1. Assist RCC with warranty work during first year of warranty period. Help RCC enforce warranties.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: September 11, 2007

Subject: Nursing/Sciences Building Project – Amendment to Design Services Agreement

Background: On June 20, 2006, the Board of Trustees approved an agreement with GKK Works to provide the design services for the Riverside Nursing/Sciences Project. The agreement included preparation of design, plans, specifications, and working drawings. The agreement provided for the provision to assign additional services on a negotiated basis.

Staff is now requesting to amend the agreement with GKK to assign services for the development of design and specifications of site directory and special signage, engineering and design services for audio-visual and information technology systems, and design services for the development of safety and security systems. Fees for the assigned services total \$389,952 (signage - \$76,692, audio visual/information technology - \$213,210, safety and security - \$100,050)

Amendment attached.

To be funded from the Board approved project budget, (Measure C funding – Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached Amendment to the Agreement with GKK Works to provide additional services for the development of design and specifications of site directory and special signage, engineering and design services for audio-visual and information technology systems, and design services for the development of safety and security systems and approve the expenditure of the Board approved project funds in an amount not to exceed \$389,952 and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

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

AMENDMENT TO THE AGREEMENT
DATED JUNE 21, 2006
BETWEEN
GKK WORKS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Nursing/Sciences Building Project)

This Agreement shall be amended this date, September 12, 2007, as follows:

The term of this agreement shall be from September 12, 2007, to the original agreement end date of September 30, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the agreement termination date with the consent of GKK Works.

GKK Works shall provide the following additional scope of work: Reference Exhibit I, attached.

Total additional compensation of this amended agreement shall not exceed \$389,952, including expenses. Payments and final payment shall coincide with original agreement dated June 21, 2006.

All other terms and conditions of the original agreement are to remain in full force and effect.

GKK Works

Riverside Community College District

Kris Kay, AIA
Director, Higher Education Services
2355 Main St. Suite 220
Irvine, CA 92614

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date

Date

Exhibit I

Scope of Services

Scope of Project

Consultant shall provide professional services for the new Nursing/Sciences Building project that was not in the original agreement. The additional professional services include the development of site directory and interior special signage requirements, which will be part of the Group 1 Equipment. Additional design professional services to include audio-visual engineering for Group II design/support and safety and security design services.

Scope of Services for Signage

Design Phase Services Include:

- Sign type menu.
- Sign location plans and message schedule.
- Development of design-related issues including sign forms, sizes, materials, fabrication methods, color and graphic elements such as typestyle, arrow design and symbology.
- Construction documents (drawings and specifications) suitable for bidding, fabrication and installation.

Bidding and Construction Phase Services Include:

- Assistance in establishing sign bidders/contractors.
- Assist District and Construction Management team client in bidding and negotiating with fabricators.
- Review material submittals and shop drawings.
- Provide answers to question and clarify documents (if needed) during fabrication.
- Review shop drawings and material submittals.
- Conduct one (1) review during fabrication to ensure proper execution of work.
- Conduct one (1) on-site review with fabricator prior to installation and one (1) after installation to ensure proper execution of contract.

Miscellaneous Includes:

ADA required signage
Directional signage
Disabled parking signage
Typical Room Identification signage
Egress signage (directional)
Stairway identification

Compensation for Signage:

The professional services fee of \$76,692 (Seventy-Six Thousand, Six Hundred Ninety-Two Dollars and No Cents) for this work is based on estimated time, and includes reimbursable expenses.

Scope of Services for Audio-Visual Engineering

Phase 1 – Consulting and Design for the development of Construction Documents Include:

- This phase shall begin immediately upon District's notice to proceed and conclude at completion of Construction Documents phase.
- Consultant Team will work with District staff in the process of developing the construction documents supporting the Group II Audio Visual and Information Technology Systems.
- It is planned that the AV and IT Systems will be separate bid packages.
- There will be client reviews, product reviews and key decision points as part of this process.
- Consultant will provide the Construction Documents, ready for bid.

Phase 2 - Bid Process Assistance Include:

- Consultant Team will work with the District in releasing this project to bid by performing the following:
 - Assist in facilitating the bid process.
 - Notify qualified bidders.
 - Accompany District and Construction Management team on the job walk to answer bidder questions and provide orientation.
 - Assist in answering bidders questions
 - Review bid submissions with District and Construction Management team.
- Bidding of AV/IT systems will commence approximately 6-9 months prior to completion of construction.

Phase 3 - Quality Assurance Review Services (Group II Programs) Include:

- This work shall be performed during the construction phase.
- Consultant Team will assist the District and Construction Management team, acting as Technical Quality Assurance and Compliance Coordinator for both the AV and IT contractors.
- Consultant Team will develop and distribute periodic written reports depicting the current situation as noted on field reviews.
- Quality assurance reviews in a multi-trade environment shall cover trades associated to the technology component including electrical, mechanical, building, and technology trades.
- Consultant Team will participate in required meetings regarding technology component installation.
- Consultant Team will review/respond to RFI's during the construction period and issue needed directives.

Compensation for Audio-Visual Engineering:

Professional services fee of \$213,210 (Two Hundred Thirteen Thousand, Two Hundred Ten Dollars and No Cents).

Scope of Services for Safety and Security Design Services

Design Development Phase Include:

- Consultant will provide recommendations of security systems for this project based on the District's approved Security Master Plan. The Riverside Community College District has been moving toward using card access control to solve the problems caused by the difficulty of maintaining key controls. This gives them much more flexibility and an easier way to maintain the inventory. On the recent projects, every room for which a key would normally be issued has been configured with electrified locks and a card reader.
- Consultant will prepare Design Development level Security plans for the project site and each floor level. It should be noted that Consultant is developing Security Standards for the District and the field device details will be provided as a specification section, rather than on drawing sheets.
- Consultant will prepare Design Development level Outline Specifications in Microsoft Word format.

Construction Document Phase Include:

- Consultant will prepare final security plans for the project site and each floor level.
- Consultant will prepare final construction specifications, in Microsoft Word format.

Construction Support Services Include:

- Assisting with identification of qualified bidders for the security portion, as the installers must be certified by the manufacturers of the systems that the District has selected.
- Participation in a pre-bid meeting or telephonic support of a pre-bid coordination effort.
- Participation in a kick-off meeting upon award of the contract to the security installation company.
- Responding to the RFI's.
- Reviewing submittals.
- Review of the status of progress for the security portion of the project.
- Attending construction meetings on an as-needed basis when security related issues are being addressed.
- Review of the as-built documentation and testing sheets prior to final testing.
- Participation in final testing and creating of the security related punch list.
- Verification of the completion of the punch list items.
- Coordination with the District administration and the installation contractor regarding end-user training, database updates, and related items.
- Coordination with the District Police Department for planning and the addition of the monitoring of these points.
- Coordination with the District Information Technology department regarding the activation of the connections for the equipment to the District network.
- Trips to Riverside for the meetings and sign-off.

Compensation for Safety and Security Design Services:

Professional services fee of \$100,050 (One Hundred Thousand, Fifty Dollars and No Cents).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: September 11, 2007

Subject: Sublease Agreement with the County of Riverside Economic Development Agency for the Culinary Academy

Background: Presented for the Board's review and consideration is a renewal sublease agreement between the Riverside Community College District and the County of Riverside, Economic Development Agency, to supply office space, classroom, dining room and kitchen/laboratory facilities to operate the Culinary Academy. In the mid-1990's, the District entered into a partnership with the Riverside County Office of Education (RCOE) and the Economic Development Agency (EDA) to run the Culinary Academy. RCOE and EDA contributed funds toward equipment, operating expenses, repairs and instructor and director salaries and provided the space for the program to operate, and RCOE also offered instruction through ROP. In 2003, RCOE left the partnership. At that point, RCCD expanded its program, and shared costs were negotiated between EDA and the District.

In mid-2006, EDA determined that it could no longer be a financial contributor to the program. So, in July, 2006, the District entered into an agreement with EDA to sublease the space then being used by the Culinary program. This decision was made because moving the program would be very expensive. Further, the Riverside Campus was not (and still is not) equipped to handle a restaurant training atmosphere which serves the public. Additionally, there were concerns about program disruption for enrolled students. At present, these conditions remain the same.

Major changes from last year's Sublease Agreement are: 1) An increase in the monthly rent of \$347.32 (3.4%), for a total monthly rent of \$10,270.57, with an additional monthly increase in November of \$294.00, based on the Master Lease that EDA has with the owner, for a total monthly rent of \$10,564.57 (2.6%); 2) we will be responsible for our own custodial, with the exception of the restrooms; 3) we will be allowed to perform our own maintenance repairs within the restaurant area through our facilities department (previously, we had to allow the owner to make the repairs through his construction company) and, 4) we must provide 120 days notice if we do not intend to renew the Sublease.

The District has been informed that in 2009 EDA will completely vacate its space at the Spruce Street location. An in-depth review of the program therefore is going to be conducted this fiscal year to determine available alternatives for the program.

The term of this Sublease Agreement is from July 1, 2007 through June 30, 2008. Total annual cost of leasing the space will be \$125,598.84. Funding Source: General Fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: September 11, 2007

Subject: Sublease Agreement with the County of Riverside Economic Development Agency
for the Culinary Academy (continued)

Recommended Action: It is recommended that the Board of Trustees approve the attached Sublease Agreement with the County of Riverside Economic Development Agency for the period July 1, 2007 through June 30, 2008, in the amount of \$125,598.34, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

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

SUBLEASE
(Economic Development Agency
1151 Spruce Street, Riverside, California)

The COUNTY OF RIVERSIDE, herein called County, subleases to RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called Sublessee, the property described below upon the following terms and conditions:

1. Recitals. County holds a leasehold interest, as Lessee, under that certain Lease Agreement between Daniel C. Burke, Michael P. Burke, Adrienne C. Burke and Elaine Ortuno, Lessor and County (herein defined as the "Master Lease") pertaining to the property described below.

2. Description. The subleased premises hereby consist of approximately 6,600 square feet of office space and 5,435 square feet of shared common space located within that certain building located at 1151 Spruce Street, Riverside, California.

3. Use.

(a) The premises are subleased to Sublessee solely for the purpose of providing office space with non-proprietary rights.

(b) Sublessee shall have the use of the subleased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for Lessee and the public.

(c) The subleased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall be in the absolute discretion of County.

4. Term.

(a) The Term of this Sublease shall be for a period of twelve (12) months effective as of July 1, 2007 and terminating June 30, 2008.

(b) Any holding over by Sublessee after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Sublease.

5. Rent. Sublessee shall pay the sum of \$10,270.57 per month to County through its Economic Development Agency as rent for the subleased premises, payable, in advance, on the first day of the month. In the event Sublessee cannot take useful occupancy of the subleased premises until after the first day of the month, the rentals for the first and last month shall be pro-rated on a thirty (30) day calendar basis, payable on the date of occupancy for the first month and on the first day of the last month. Rent shall be increased based upon the annual rental increase in the Master Lease, and on the same date as in the Master Lease, as herein defined.

6. Custodial Services. Sublessee shall be responsible for all custodial within the Culinary including but not limited to carpet and tile floors, Lessor to provide custodial services to the restrooms in the Culinary.

7. Utilities. Sublessee shall provide and pay for telephone services. County shall provide and pay all other utility services.

8. Maintenance/Repairs. Lessor shall maintain the exterior of the subleased premises in good working order and repair. Master Lease holder agrees to allow sublessee, through its maintenance/engineering department, to maintain the interior of the premises and to make repairs within the restaurant premises, such as minor plumbing, tile, drywall, etc., to include the exterior restaurant entry-door awning. Sublessee shall be responsible for cleaning and maintenance of the hoods and shafts and grease interceptor and all other equipment associated with Culinary operations.

9. Security. County shall provide security Monday through Friday, 6:30am to 6:00pm. Riverside Community College District agrees to provide regular college security for students Monday through Sunday beyond regularly scheduled building security.

10. Furniture, Furnishings and Equipment.

(a) All furniture, furnishings and equipment that are the property of the Riverside Community College District are described in Exhibit "A", attached hereto and incorporated herein by reference. Furniture, furnishing and equipment that are the property of the Riverside County Office of Education are listed on Exhibit "B", attached hereto and incorporated herein by reference.

(b) At or prior to the termination of this Sublease, Sublessee shall remove, or cause to be removed, all such furniture, furnishings, equipment and office supplies from said building, which were not leased from County, in which the subleased premises are located, and in the event such removal injures or damages the premises, Subleasee, at Subleasee's expense, shall restore the subleased premises.

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

12. Improvements by Sublessee. Any alterations, improvements or installation of fixtures to be undertaken by Sublessee shall have the prior written consent of County. Such consent shall not be unreasonably withheld by County.

13. Rights of County. County, through its authorized representatives, shall have the right to enter the subleased premises for the purpose of inspecting, monitoring and evaluating the obligations of Sublessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to under this Sublease.

14. Compliance with Government Regulations. Sublessee shall, at its expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the subleased premises. The final judgment, decree or order of any court of competent jurisdiction, or the admission of Sublessee in any action or proceedings against Sublessee, whether Sublessee is a party thereto or not, that Sublessee has violated any such statutes, regulations, rules, ordinances or orders, in the use of the subleased premises, shall be conclusive of that fact as between County and Sublessee.

15. Termination by County. County shall have the right to terminate this Sublease forthwith:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Sublessee as debtors.

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

(c) In the event of abandonment of the subleased premises by Sublessee.

(d) In the event Sublessee fails or refuses to perform, keep or observe any of Sublessee's duties or obligations hereunder; provided, however, that Sublessee shall have thirty (30) days in which to correct Sublessee's breach or default after written notice thereof has been served on Sublessee by County.

(e) County shall have the right to terminate this Sublease with sixty (60) days' advance written notice to Sublessee in the event that funding from county, state, or federal sources is reduced or eliminated.

16. Notice of non-renewal by Subleasee. In the event the Sublessee determines it will not renew sublease, Subleasee shall have the right to terminate this Sublease with one-hundred twenty (120) days advance written notice of the expiration date of this Sublease to the County.

17. Insurance. Sublessee shall during the term of this Sublease:

(a) Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Procure and maintain comprehensive general liability, and coverage that shall protect Subleasee from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Sublessee's use of the subleased premises or

the performance of its obligations hereunder, whether such use or performance be by Sublessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name County as an Additional Insured with respect to this Sublease and the obligations of Sublessee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence.

(c) Cause its insurance carriers to furnish County by direct mail with certificate(s) of Insurance showing that such insurance is in full force and effect, and that County is named as an Additional Insured with respect to this Sublease and the obligations of Sublessee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to County prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modifications, cancellation or reduction in coverage and on the effective date thereof, County shall have the right to cancel this Sublease with thirty (30) days' advanced notice in writing to Sublessee, unless County receives prior to such effective date another certificate from an insurance carrier of Sublessee's choice that the insurance required herein is in full force and effect. Sublessee shall not take possession or otherwise use the subleased premises until County has been furnished Certificates (s) of Insurance as otherwise required in this Paragraph 15.

(d) The insurance requirements of Paragraph (a) and (b) above may be provided through self-insurance, in conjunction with a Joint Powers Authority, or a combination of both.

18. Hold Harmless.

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

(b) Indemnification by EDA, through the County of Riverside. EDA, through the County of Riverside shall indemnify and hold RCCD, its Trustees, officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of EDA, through the County of Riverside, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on RCCD by

the provisions of California Government Code Section 895.2 or other applicable law; and EDA, through the County of Riverside shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

(c) The specified insurance limits required in Paragraph 17 above shall in no way limit or circumscribe Sublessee's obligations to indemnify and hold County free and harmless herein.

19. Assignment. Sublessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, Sublessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Sublease.

20. Toxic Materials. During the term of this Sublease and any extensions thereof, Sublessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the subleased premises, including, but not limited to, soil and groundwater conditions. Further, Sublessee, its successors, assigns and Sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the subleased premises or transport to or from the subleased premises any petroleum products, flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials, (collectively, "hazardous materials"). For the purpose of this Sublease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", hazardous materials", or "toxic substances" in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Sections 25115 and 25117 of the California Health and Safety Code or as "hazardous substances" in Sections 25316 and 25501 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

21. Free from Liens. Sublessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Sublessee, in, upon, or about the subleased premises, and which may be secured by a mechanics', materialman's or other lien against the subleased premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Sublessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such

process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Sublessee shall forthwith pay and discharge said judgment.

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

23. Binding on Successors. Sublessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Sublease, and all of the parties thereto shall be jointly and severally liable hereunder.

24. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this Sublease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.

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

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

27. Attorneys' Fees. In the event of any litigation or arbitration between Sublessee and County to enforce any of the provisions of this Sublease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigations or arbitration.

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

Notices/Rent:

County of Riverside
Economic Development Agency
1151 Spruce Street
Riverside, California 92507

Sublessee:

Riverside Community College District
Contracts, Compliance & Legal Services
4800 Magnolia Avenue
Riverside, California 92506

or to such other addresses as from time to time shall be designated by the respective parties.

ADDITIONAL INFORMATION:

County of Riverside
Department of Facilities Management
3133 Mission Inn Avenue
Riverside, California 92507-4199

or to such other addresses as from time to time shall be designated by the respective parties.

29. Permits, Licenses and Taxes. Sublessee shall secure at its expense, all necessary permits and licenses as it may be required to obtain, and Sublessee shall pay for all fees and taxes levied or required by any authorized public entity. Sublessee recognizes and understands that this Sublease may create a possessory interest subject to property taxation and that Sublessee may be subject to the payment of property taxes levied on such interest.

30. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions or language of this Sublease.

31. County's Representative. County hereby appoints the Director of Facilities Management as its authorized representative to administer this Sublease.

32. Agent for Service of Process. It is expressly understood and agreed that in the event Sublessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California or it is a foreign corporation, then in any such event, Sublessee shall file with the County's Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Sublease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Sublessee. It is further expressly understood and agreed that Sublessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

33. Entire Sublease. This Sublease 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 leases, agreements, and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto.

34. Subject to Master Lease. Sublessee expressly understands and agrees that this Sublease is subject to, and bound by, the terms and conditions set forth in the Master Lease as herein defined. A copy of the Master Lease is attached hereto as Exhibit "C" and incorporated herein by reference.

35. Interpretation. The parties hereto have negotiated this Sublease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this Sublease in its executed form.

36. Approval. This Sublease shall not be binding or consummated until its approval by the County's board of Supervisors.

Dated: _____

RIVERSIDE COMMUNITY COLLEGE
DISTRICT
(Sublessee)

By: _____
Aaron Brown, Interim Vice Chancellor,
Administration and Finance

COUNTY OF RIVERSIDE

By: _____
JOHN TAVAGLIONE
Chairman
Board of Supervisors

CONSENT TO SUBLEASE:

By: _____

By: _____

Equipment purchased by RCC				
RCC Asset Tag #	Description	Make	Model #	Serial #
015623	PROJECTOR - OVERHEAD	3M	9550	1055870
016485	MONITOR - 17 INCH	GATEWAY	VX720	P008142307
016483	PRINTER - LASERJET	HP	2100	USGH234672
021735	COPIER	SHARP	AR-M208	25038849
011229	COMPUTER - CPU PC	GATEWAY	E4200	0010885832
007950	MONITOR	GATEWAY	VIVITRON	8808682
016484	COMPUTER - CPU PC	GATEWAY	E3400-800	0020625215
019483	COMPUTER - CPU PC	GATEWAY	E6000	0028179437
031956	MONITOR	VIEWSONIC	VS10047	P37055030726
031955	MONITOR	VIEWSONIC	VS10047	P37060220954
031582	FLAT TOP	BLODGETT	B36DHHH	05C91894
031579	BURNER RANGE	BLODGETT	B36DBBB	05C91893
031577	FLAT GRIDDLE	ACCSTEAM	GGF1201	3568
031576	CHARBROILER	BLODGETT	B36ACCC	05I07793
031575	FRYER ASSEMBLY	PITCO	2SG14	D044306
031578	BURNER RANGE	BLODGETT	B36DBBBHD	05I07794
031580	CONVECTION OVEN	BLODGETT	DFC200	021505EA01ST
031581	CONVECTION OVEN	BLODGETT	DFC200	021505EA019B
031583	FOOD PROCESSOR	ROBOT COUPE	BLIXER 4	4100113403X05
031584	BLENDER STICK	ROBOT COUPE	MP450C	1510133003T05
034222	PROJECTOR	TOSHIBA	TLPT60M	54639786
034214	MIXER	HOBART	LEGACY	311370208
034220	AUTOMATIC TOSTER	TOASTQWIK	TQ400	3643590712
034145	HOLDING CABINET	ALTO-SHAAM	1000UP	474223000
034341	CPU PC	GATEWAY	E6610D	0039187627
034340	MONITOR	GATEWAY	FPD1965	MZR7450H00528
032662	LCD TV	JVC	LT37X787	10131005
032666	LCD TV	JVC	LT37X787	10131291
032661	LCD TV	JVC	LT37X787	13132384
032660	LCD TV	JVC	LT37X787	10130505
032668	WALL VIEW CAMARA	VADDIO	9992704000	50102095237
032669	CEILING VIEW CAMERA	VADDIO	9992004000	999200400005007035
032670	VIDEO MATRIC	KRAMER	VS162V	10120695212
032671	CEILING VIEW CAMERA	VADDIO	9992004000	999200400005007031
034488	VACUUM MASTER	VACMASTER	SVP10	7689
034461	PASTA MACHINE	IMPERIA	RMN	N/A
034221	SMOKER	COOKSHACK	150	AH4503
019588	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014205
019577	COMPUTER - CPU PC	GATEWAY	E6000	0028110709
034415	SWITCH	CISCO	3560	CAT0810X0M1
034416	ROUTER	CISCO	M2I36	FTX1026F0A
034417	UPC	APC	A15M78	JS0641009069
019592	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014220
019582	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014206
019579	COMPUTER - CPU PC	GATEWAY	E6000	0028110698
019629	COMPUTER - CPU PC	GATEWAY	E6000	0028110701
019631	COMPUTER - CPU PC	GATEWAY	E6000	0028110705
019637	COMPUTER - CPU PC	GATEWAY	E6000	0028110725
019589	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014200
019572	COMPUTER - CPU PC	GATEWAY	E6000	0028110712
019583	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014190

RCC Asset Tag #	Description	Make	Model #	Serial #
019630	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0012859
019584	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014188
019571	COMPUTER - CPU PC	GATEWAY	E6000	0028110693
019591	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014211
019580	COMPUTER - CPU PC	GATEWAY	E6000	0028110708
019590	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014196
019652	COMPUTER - CPU PC	GATEWAY	E6000	0028110692
034156	CCTV SYSTEM	LOREX	S615F6584	B0107021856
034157	4 CHANNEL DVR	LOREX	L15481	A0106056435

Tagged with RCC Tags (not purchased by RCC)				
Asset Tag #	Description	Make	Model #	Serial #
A02006	REFRIGERATOR	TRAULSEN	G10010	T08255J05
A02022	METAL STORAGE UNIT CABINET	ANDERSON HICKEY CO.	N/A	N/A
A02021	METAL PLATE STORAGE	LAKESIDE	8552	N/A
A02007	PRINTER	HP	932C	CN1171S2RD
A02020	DESK	N/A	N/A	N/A
A02019	FOOD PREP TABLE	N/A	N/A	N/A
A02018	FOOD PREP TABLE	N/A	N/A	N/A
A02008	MIXER	HOBART	A200T	311099573
A02017	MIXER STAND	N/A	N/A	N/A
A02016	WORK TABLE	N/A	N/A	N/A
A02026	METAL CAGE	AMCO	N/A	N/A
A02025	METAL CAGE	METRO	N/A	N/A
A02001	METAL STORAGE UNIT CABINET	KELMAX	4H4837A	N/A
A02002	MIXER	KITCHEN AID	KM25G	WS4324291
A02024	MIXER	KITCHEN AID	KM25G	WS4324278
A02003	MIXER	KITCHEN AID	KP26M1XMR	WT1427220
A02004	TABLE	N/A	N/A	N/A
A02023	MIXER STAND	N/A	N/A	N/A
A02005	MIXER STAND	N/A	N/A	N/A
A02073	TV	PANASONIC	PVM2737	D7AA10660
A02074	TV	PANASONIC	PVM2738	D8AA11651
A02075	FOOD BAR/WARMER	VOLLRATH	37040	L41
A02076	PRINTER	HP	2175	MY31MB74ZW
A02077	PRINTER	HP	2175	MY44RF72RW
A02078	PROJECTOR - OVERHEAD	3M	9100	N/A
A02009	STAINLESS WORK TABLE	EAGLE	N/A	N/A
A02015	SMALL MIXERS	KITCHEN AID	K5SS	N/A
A02014	SMALL MIXERS	KITCHEN AID	K5A	N/A
A02013	SMALL MIXERS	KITCHEN AID	KM25G	WS1918049
A02012	METAL CAGE	N/A	N/A	N/A
A02010	METAL CAGE	N/A	N/A	N/A
A02011	METAL CAGE	N/A	N/A	N/A
A02027	METAL CAGE	N/A	N/A	N/A
A02028	METAL CAGE	N/A	N/A	N/A
A02029	STAINLESS WORK TABLE	N/A	N/A	N/A
A02049	SOUP WARMER	TAR HONG	SEJ30000TW	302180323
A02050	STAINLESS WORK TABLE	N/A	N/A	N/A
A02051	STAINLESS WORK TABLE	N/A	N/A	N/A

RCC Asset Tag #	Description	Make	Model #	Serial #
A02052	STAINLESS WORK TABLE, REFRIG, CUTTING BOARD	WELLS MFG	M0D400TD	1341
A02053	FRYER	PITCO	N/A	N/A
A02054	WARMER FOR THE FRIES	N/A	N/A	N/A
A02055	WORK TABLE (WOOD)	N/A	N/A	N/A
A02056	WORK TABLE (WOOD)	N/A	N/A	N/A
A02057	SEVING COUNTER	LAKESIDE	493	N/A
A02058	DISHWASHER	N/A	N/A	N/A
A02059	MEDAL SHELVES	N/A	N/A	N/A
A02060	HEATER	BREDFORD WHITE CO.	CF6	E3370645
A02061	SINK	N/A	N/A	N/A
A02062	PREPARATION SINK	N/A	N/A	N/A
A02063	SINK	N/A	N/A	N/A
A02065	SAUSAGE MAKER	DICK	HTW6	176
A02064	FOOD SHOPPER	N/A	N/A	N/A
A02066	STAINLESS WORKSTATION	N/A	N/A	N/A
A02067	FOOD WARMER	N/A	N/A	N/A
A02068	OFFICE DESK	N/A	N/A	N/A
A02069	STAINLESS CART	LAKESIDE	744	N/A
A02069	SOUP WARMER	TAR HONG	SEJ30000TW	040716056F
A02071	FAX MACHINE	BROTHER	MFC	U61327J6J685922
A02030	STEAMER	VULCAN	24276	3304
A02031	STAINLESS WORK TABLE	N/A	N/A	N/A
A02033	STAINLESS WORK TABLE	N/A	N/A	N/A
A02034	STAINLESS WORK TABLE	N/A	N/A	N/A
A02036	MEDAL SHELVE STAND	N/A	N/A	N/A
A02035	MEDAL SHELVE STAND	N/A	N/A	N/A
A02037	MEDAL SHELVE STAND	N/A	N/A	N/A
A02038	MIXER	HOBART	D300T	311101861
A02039	SLICER	HOBART	1712E	561066571
A02040	EXHAUST HOOD	VENTMATIC	EC0FDR	4081
A02041	MEDAL SHELVE	N/A	N/A	N/A
A02042	MEDAL SHELVE	N/A	N/A	N/A
A02043	MEDAL SHELVE	N/A	N/A	N/A
A02044	MEDAL SHELVE	N/A	N/A	N/A
A02045	MEDAL SHELVE	N/A	N/A	N/A
A02046	MEDAL SHELVE	N/A	N/A	N/A
A02047	MEDAL SHELVE	N/A	N/A	N/A
A02048	MEDAL SHELVE	N/A	N/A	N/A

EDA Equipment Transferred to RCC (EDA asset tags)				
EDA Asset Tag #	Description	Make	Model #	Serial #
8069	CPU	HP	VECTRO	US94470674
8132	PRINTER	HP	D8901A	MY93305913
032331	FOOD PREP TABLE	N/A	N/A	N/A
032320	FOOD PREP TABLE	N/A	N/A	N/A
032330	FOOD PREP TABLE	N/A	N/A	N/A
032418	SHEETER	RONDO	STM513	B6A097003
032170	DOUGH CUTTER	DUTCHESS	D021824	10526
010324	MIXER	HOBART	A200	11271741

RCC Asset Tag #	Description	Make	Model #	Serial #
032324	TABLE	N/A	N/A	N/A
032319	TABLE	N/A	N/A	N/A
001656	METAL STORAGE CABNIT	N/A	N/A	N/A
006400	REFRIGERATOR	VRECO	F1V25	35511
039718	PRINTER	HP	4100TN	81208381
032322	FOOD PREP TABLE	N/A	N/A	N/A
037715	FREEZER	RAETONE	130N	AB8250R11
025445	FREEZER	TRAULSEN	G22010	T229270K91
032338	ICE MAKER	SCOTSMAN	N/A	N/A
032306	FREEZER	HOBART	Q1	321045057
032336	FREEZER	HOBART	AHP16	660603232
032303	WALK-IN FREEZER	THERMO COOL	N/A	169180
032345	REFRIGERATOR	HOBART	Q1	321042273
032307	FREEZER	HOBART	Q1	321045296
036569	REFRIGERATOR	RAETONE	130N	B8250R11
006387	FOOD WARMER	TOASTMASTER	3822	2149177
032321	FOOD PREP TABLE	N/A	N/A	N/A
032301	MEDAL SHELVES	N/A	N/A	N/A
008101	CPU	HP	N/A	N/A
008012	MONITOR	HP	N/A	N/A
008067	CPU	HP	VECTRA	N/A
008720	MONITOR	HP	HP71	N/A
007558	MONITOR	HP	HP72	N/A
010556	CPU	HP	VECTRA	N/A
007984	CPU	HP	VECTRA	N/A
008049	MONITOR	HP	HP71	N/A
007335	CPU	HP	VECTRA	N/A
008071	CPU	HP	VECTRA	N/A
008126	MONITOR	HP	N/A	N/A
025410	CPU	DELL	DHS	N/A
025408	MONITOR	DELL	M782	N/A
025407	CPU	DELL	DHS	N/A
039744	CPU	DELL	DHS	N/A
010456	PRINTER	HP	N/A	N/A
008044	MONITOR	HP	N/A	N/A
039745	CPU	DELL	N/A	N/A
008869	NETWORK	LINKSYS	N/A	N/A
007904	MONITOR	HP	N/A	N/A
008091	CPU	HP	N/A	N/A
008081	CPU	HP	N/A	N/A

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RIVERSIDE REGIONAL EDUCATION DATA CENTER
 CURRENT PROPERTY ACQUISITION REPORT

COUNTY: 33 RIVERSIDE CO OFFICE EDUCATIO
 DISTRICT: 99 RIVERSIDE CO
 LOCATION: 642

INV. NO	ROOM	MANUFACTURER	QTY	DESCRIPTION	CODE	P.O.	DATE	ACQUIS. COST	SERIAL NUMBER	F/S
006406			1	UTILITY FREEZER	1990	12790	10-77	1,091.80		
006409			1	KITCHEN AID MIXER	1990		01-50	1,780.00		
006802			1	HOBERT HEATED TRAY	1990		01-50	500.00		
023544			1	HEATED TRAY CABINET W/3" CASTE	9000	71864	12-90	2,594.09	KJA-K5694A	E
031922			1	2 DOOR JET HOT FOOD STATION	1990	21819	02-97	1,408.13	JPMK039880	E
031923			1	VOLLEBATH SENS LAD BART - NON REFRIG	1990	17590	10-98	2,019.24		
031944			1	VOLLEBATH SENS LAD BART	1990	17590	10-98	2,380.81		
031945			1	TABLE TOP TOUCHES DOUGH DIVIDER	1990	17589	02-97	1,780.00		
032200			1	DRY A DIS COOLER WALK-IN	1990	17589	03-97	3,806.00		
032201			1	WALK-IN COOLER WALK-IN COOLER/FREEZER	1990	17589	03-97	3,265.00		
032202			1	REACH-IN FREEZER	1990	17589	03-97	1,752.40		
032203			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032204			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032205			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032206			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032207			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032208			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032209			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032210			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032211			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032212			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032213			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032214			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032215			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032216			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032217			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032218			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032219			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032220			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032221			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032222			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032223			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032224			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032225			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032226			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032227			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032228			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032229			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032230			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032231			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032232			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032233			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032234			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032235			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032236			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032237			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032238			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032239			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032240			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032241			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032242			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032243			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032244			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032245			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032246			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032247			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		
032248			1	REACH-IN FREEZER	1990	17589	03-97	1,424.00		

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RIVERSIDE REGIONAL EDUCATION DATA CENTER
 CURRENT PROPERTY ACQUISITION REPORT

COUNTY: 33 RIVERSIDE CO OFFICE EDUCATIO
 DISTRICT: 99 RIVERSIDE CO OFFICE EDUCATIO
 LOCATION: 642

INV. NO	ROOM	MANUFACTURER	QTY	DESCRIPTION	CODE	P. O.	DATE	ACQUIS. COST	SERIAL NUMBER	F/S
032349		AMFAB	1	STAINLESS STEEL WALL FLASHING	1990	17589	03-97	1,578.00	0	
032350		AMFAB	1	CHEESE MELTER	1990	17589	03-97	1,615.00	0	
032351		AMFAB	1	SPREADER WITH SCRAP CHUTE	1990	17589	03-97	1,954.00	0	
032352		AMFAB	1	SPREADER RANGE WITH OVEN	1990	17589	03-97	2,577.00	0	
032353		AMFAB	1	SPREADER	1990	17589	03-97	1,086.00	0	
032354		AMFAB	1	GRIDDLE TO RANGE WITH OVEN	1990	17589	03-97	1,544.00	0	
032355		AMFAB	1	GRIDDLE TO RANGE WITH OVEN	1990	17589	03-97	2,428.00	0	
032356		AMFAB	1	FRYER	1990	17589	03-97	2,946.00	0	
032357		AMFAB	1	EXHAUST HOOD	1990	17589	03-97	4,683.00	0	
032358		AMFAB	1	SERVING FIXTURE/HOT FOOD PAN	1990	17589	03-97	10,655.00	0	
032359		AMFAB	1	TOASTER	1990	17589	03-97	554.00	0	
032360		AMFAB	1	TOAST SHELVE	1990	17589	03-97	800.00	0	
032361		AMFAB	1	PICK-UP RACK	1990	17589	03-97	490.00	0	
032362		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032363		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032364		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032365		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032366		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032367		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032368		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032369		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032370		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032371		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032372		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032373		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032374		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032375		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032376		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032377		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032378		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032379		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032380		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032381		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032382		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032383		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032384		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032385		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032386		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032387		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032388		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032389		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032390		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032391		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032392		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032393		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032394		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032395		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032396		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032397		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032398		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032399		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032400		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032401		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032402		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032403		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032404		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032405		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032406		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032407		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032408		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032409		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032410		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032411		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032412		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032413		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032414		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032415		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032416		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032417		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032418		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032419		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032420		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032421		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
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032425		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032426		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
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032428		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032429		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032430		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032431		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032432		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032433		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032434		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032435		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032436		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032437		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032438		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032439		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032440		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032441		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032442		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032443		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032444		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032445		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032446		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032447		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032448		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032449		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032450		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032451		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032452		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032453		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032454		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032455		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032456		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032457		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032458		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,		

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: September 11, 2007

Subject: Riverside Aquatics Center at Riverside City College

Background: Aquatics has a long and strong tradition at Riverside City College, both in terms of the College's physical education curriculum and competitive programs in swim and water polo. In spite of this history and the success of programs, the Cutter pool complex is not of a sufficient size to accommodate swim and water polo practice sessions or competitions. As a result, the addition of a state-of-the art Aquatics Center has been identified as a need in the Riverside City College Facilities Master Plan. Aquatics programs have become increasingly popular and include organized swim and water polo teams throughout the city and at each high school, but the requisite facilities are scarce. Thus, the lack of adequate facilities in the city has also been identified as a priority in the greater Riverside area.

Recently, a proposal for a College/Community Aquatics Center has been brought forward. At the Board's Planning Committee meeting on March 13, 2007, Ted Weggeland, Dave Almquist, and Barry Meier presented an initial report on the proposal. The Center to be located on the campus of Riverside City College would address the needs of both the college and community.

The total project cost for the Aquatics Center is estimated at \$13 million. Funding would consist of \$5 million from RCC District Measure C funds, \$3 million from the City of Riverside, \$2 million from the County of Riverside and \$3 million from the RCC Foundation and private donations. In addition, the RCC Foundation would establish an endowment for the ongoing maintenance and operations costs associated with the aquatics facilities and a joint use agreement would be negotiated with all partners relative to usage terms. The Riverside City College Strategic Planning Committee and the Riverside Community College District Strategic Planning Committee have both endorsed this proposal.

The existing Cutter pool facility would be utilized to expand the use by the community through city and county programs; to enhance the competitive aspect of the Aquatics Center, by providing a warm-up area, and to provide additional instructional areas for college and community education programs.

Recommended Action: It is recommended that the Board of Trustees approve the expenditure of \$5 million from Measure C funds and the development of a joint use agreement relative to the proposed Aquatics Center to be located on the campus of the Riverside City College, contingent on approval by the identified partners, (i.e. the City of Riverside, the County of Riverside and private contributors).

James L. Buysse
Interim Chancellor

Prepared by: Linda Lacy
Interim President, Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

DATE: September 11, 2007

Subject: Updated Board Policies Pertaining to the Prohibition of Harassment and to Instructional Services Fees, and New Board Policies regarding Equal Employment Opportunity and Commitment to Diversity

Background: Attached for first reading are two updated Board policies and two new Board policies. They are as follows:

Updated Policies

Policy 3430 – Prohibition of Harassment. This will replace our current policies 3110/4110/6110 – Prohibition of Sexual Harassment. This updated document covers all forms of harassment, not just sexual harassment

Policy 4630 – Instructional Services Fees. This will replace our current policies 7041 – Other Fees. This policy will deal with the fees charged by our various occupational education programs that offer services to the public for a fee. In doing so, students get to practice the type of work for which they are training and the public receives the services at a reduced cost from what they would pay to a private business. These programs would include cosmetology, child care, welding, smog certificates, as well as fees charged by our Corporate and Business Development Department and our Center for International Trade Development.

New Policies

Policy 3420 – Equal Employment Opportunity. While Equal Employment Opportunity is discussed in some of our other policies, the District needs to adopt a policy stating our position on the issue and is legally required.

Policy 7100 – Commitment to Diversity. This policy is also legally required and states the District's position on Diversity.

In all instances, the District Administration will establish and put in place the procedures to carry out these policies.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Policies 3420, 3430, 4630 and 7100.

James L. Buysse
Interim Chancellor

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

General Institution
DRAFT

BP 3420 EQUAL EMPLOYMENT OPPORTUNITY

References:

Education Code Sections 87100 et seq.;
Title 5 Sections 53000 et seq.

The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized and community colleges foster a climate of acceptance with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, respect, harmony, and suitable role models for all students. The Board of Trustees therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The Chancellor shall develop, for review and adoption by the Board of Trustees, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.

NOTE: The **bold type** signifies language that is legally required and is recommended by CCLC and LCW. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CC League and the League’s legal counsel)

General Institution
DRAFT

BP 3430 PROHIBITION OF HARASSMENT

References:

Education Code Sections 212.5, 44100, 66252, and 66281.5;
Government Code Section 12950.1;
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, or because he or she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled Handling Complaints of Unlawful Discrimination. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition,

this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

To this end, the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

This policy and related written procedures shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution. They shall be available for students and employees in all administrative offices. These policies and procedures will also be published on the District's website at www.rcc.edu.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.

- ❖ From Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment

~~It is the policy of the Board of Trustees and the Riverside Community College District to provide and maintain the District's facilities as an educational, employment, and business environment unlawful discrimination, which includes sexual harassment or retaliation. Sexual harassment or retaliation is strictly prohibited by Riverside Community College District policies and regulations and will not be tolerated in any form. Such actions perpetrated on the basis of sex are a violation of Title VII of the Civil Rights Act of 1964 and/or Title IX of the 1972 Education Amendments.~~

~~Sexual harassment is unlawful discrimination in the form of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical~~

~~conduct of a sexual nature, made by someone from or in the workplace or in the educational setting.~~

~~Retaliation by the District or any of its officers or employees is unlawful. The District, its officers or employees shall not make an adverse academic decision, demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making academic or employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the District may make, adversely affect academic or working conditions or otherwise deny any academic or employment benefit to an individual because that individual has opposed practices prohibited by this Policy or the Fair Employment and Housing Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the District, the Fair Employment and Housing Commission, or the Department of Fair Employment and Housing, or their staffs.~~

~~Employees, students and non-employees who are under some form of control of the District are prohibited from committing any act of sexual harassment against any employee or student. Disciplinary action shall be taken against any such person who violates this policy.~~

~~This policy and the attendant rules, regulations and complaint procedures shall be disseminated to all staff and students. The responsibility for this policy and its enforcement shall rest with the President of the College Chancellor or his/her designee.~~

NOTE: The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment adopted on 2-18-86 and amended on 6-16-04.

Date Adopted:

*(Replaces current Riverside CCD Policies
3110/4110/6110)*

Academic Affairs
DRAFT

BP 4630 INSTRUCTIONAL SERVICES FEES

Reference:

No references

❖ **From current Riverside CCD Policy 5030 titled Instructional Production Services**

As a part of the instruction of our **career technical education** vocational programs, it is desirous to afford an opportunity for students to do ~~production~~ work of the type typically encountered in ~~job work~~ situations in the **business** community. These services are provided to the public on a cost **and materials** basis subject to the necessary fiscal and instructional restrictions which ensure adequate accounting and instructional integrity.

The **District** College will **perform these services** ~~accept service requests~~ only to enhance the educational training of students. The work accepted and all necessary tests will be executed by students at the risk of those **receiving the** ~~submitting requests~~ for service. The **District** College, **District** College staff, or students accept no financial or legal responsibility for work improperly executed or **for any** damage **resulting from** ~~as a result of the requested service~~ **received**.

Individuals **receiving** ~~requesting~~ services from **District** College instructional programs will be expected to pay costs **and materials** ~~of for the requested services~~ **received** consistent with reasonable fiscal procedures as developed by the Office of Administration and Finance. These will be explained to each individual **receiving** ~~requesting~~ service **prior to the time the service is rendered**. ~~at the time the request is submitted to the responsible College representative.~~

Administration will develop procedures, announcements and other terms and conditions in keeping with the intent of this policy.

❖ **From current Riverside CCD Policy 7041 titled Other Fees**

~~The Riverside Community College District shall charge fees for the purpose of recovering the cost of services and miscellaneous supplies used by patrons, parents and others. These fees shall be as defined in accompanying regulations.~~

NOTE: The language in **regular type** is current Riverside CCD Policy 5030 titled Instructional Production Services adopted on 2/16/77 and current Riverside Policy 7041 titled Other Fees adopted on 7-2-75 and amended on 8-21-90. The language in **bold italics type** is provided by RCCD staff.

Date Adopted:

*(Replaces current Riverside CCD Policies
5030 and 7041)*

Human Resources
DRAFT

BP 7100 COMMITMENT TO DIVERSITY

References:

Education Code Sections 87100 et seq.;
Title 5 Sections 53000 et seq.

Riverside Community College District is committed to building a diverse and accessible environment that fosters intellectual and social advancement. All District programs and activities seek to affirm pluralism of beliefs and opinions, including diversity of religion, gender, ethnicity, race, sexual orientation, disability, age and socioeconomic class. Diversity is encouraged and welcomed because RCCD recognizes that our differences, as well as our commonalities, promote integrity and resilience that prepares our students for the evolving and changing community we serve.

Riverside Community College District is committed to promoting diversity district-wide through its student body, as well as its employees. The District maintains a commitment to diversity through the recruitment and retention of students and employees that reflects the diversity of the communities in the District. Every effort is made to initiate and establish specific activities and programs designed to meet the District's diversity goals and objectives, to foster equal participation, and to ensure a campus climate that welcomes and respects differences.

NOTE: This policy is **legally required**. The **bold italic type** is provided by RCCD staff. There does not appear to be a current policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: September 11, 2007

Subject: Board of Trustees Agendas – Enhancing Policy Making

Background: Since March 2006, the Board of Trustees has been addressing the definition of its role in the governance of a three-college district. Consideration of the Board committee structure resulted in reorganization and rededication of purpose. Pertinent to continuing the discussion of governance is the delegation of authority to administrative leadership and the streamlining of the Board Agenda to allow the Board of Trustees to focus on strategic issues affecting our growing three-college district and hence to enhance policy-making.

Board Policy 2430, amended in May, 2005, reflects Education Code § 70902 (d) allowing the Board of Trustees to delegate authority to the Chancellor of the District.

This matter was discussed at the September 4, 2007, meeting of the Board's Governance Committee. Pursuant to that discussion, the following administrative changes would be implemented for future Board agendas:

- CTA and CSEA reports would be agendized monthly so the Board may be informed of matters pertaining to their membership;
- The District website and the campus Business Offices would be the repositories for those lists that are removed from the Board Book as a result of Board action;
- Contracts delegated to the Chancellor would appear in list format for review and ratification by the Board under monthly Consent Items.

Recommended Action: It is recommended that the Board of Trustees delegate authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to Public Contract Code Section 20650 which currently sets the threshold of authorization at \$69,000; to approve overload assignments; part time faculty assignments; requests for changes in personal annuity contributions; requests for reduced loads and temporary workloads; volunteers; professional experts; Community Education presenters; professional growth achievement steps and sabbaticals.

James L. Buysse
Interim Chancellor

Prepared by: James L. Buysse
Interim Chancellor

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE
AUGUST 14, 2007

Chairperson Medina called the committee to order at 5:00 p.m. in Board Room AD122, in the O. W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Mr. José Medina, Committee Chairperson
Mrs. Janet Green, Vice Chairperson
Ms. Mary Figueroa, Board President
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations
Dr. Sharon Crasnow, Academic Senate Representative (Norco Campus)
Mr. Gustavo Segura, CSEA Representative
Ms. Karin Skiba, CTA Representative

Resource Persons Present

Ms. Mary Figueroa, President, Board of Trustees
Dr. James Buysse, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Linda Lacy, Interim President, Riverside City College
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Dr. Shelagh Camak, Associate Vice Chancellor, Workforce Development
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Ron Vito, Associate Vice Chancellor, Occupational Education
Dr. Lisa Conyers, Vice President, Educational Services, Moreno Valley Campus

Dr. Maghroori introduced Mr. Vito, who led the committee review of the memorandums for reimbursement of expenses incurred in facilitating and directing the implementation of a work plan for Tech Prep that will be presented to the Board of Trustees for approval on August 21, 2007. Discussion followed.

MEMORANDUM OF
UNDERSTANDING WITH
COLLEGE OF THE DESERT
AND PALO VERDE
COMMUNITY COLLEGE
DISTRICT

Dr. Camak led the review of the work study agreement to support community college CalWORKs work study programs that will be presented to the Board for approval at the August 21st regular meeting. Discussion followed.

CalWORKs WORK STUDY
AGREEMENT WITH
EMPLOYER

Dr. Camak led the review of the agreement to provide specialized services to enhance and support statewide community college CalWORKs programs that will be presented to the Board for approval at the August 21st regular meeting. Discussion followed.

AGREEMENT WITH CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE FOR THE CalWORKs PROGRAM

Item pulled from consideration.

SUBLEASE AGREEMENT WITH COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

Item pulled from consideration.

AMENDMENT TO THE AGREEMENT WITH CALIFORNIA STATE UNIVERSITY FULLERTON AUXILIARY SERVICES CORPORATION

The committee discussed the sabbatical leave request for Ms. Delores Middleton for spring 2008 that will be included in the Human Resources report presented to the Board for approval on the 21st. Discussion followed.

SABBATICAL LEAVE REQUEST

Dr. DiThomas led the committee review of the agreement to provide food, beverages, supplies and equipment for vended food services that will be brought to the Board for consideration at the August 21st regular meeting. Discussion followed.

AGREEMENT WITH NORTH COUNTY VENDING, INC.

Dr. DiThomas led the committee review of the agreement to provide services and produce deliverables that will expand the electronic degree audit to include coursework from other institutions that will be presented to the Board for consideration on the 21st. Discussion followed.

AGREEMENT WITH DORIS GRIFFIN

Dr. DiThomas led the review of the agreement to provide processing of parking citations to be presented to the Board for consideration on August 21st. Discussion followed.

AGREEMENT WITH TURBO DATA SYSTEMS, INC.

The committee adjourned the meeting at 5:40 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING
AUGUST 14, 2007

Vice Chairperson Blumenthal called the committee to order at 5:47 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Ms. Virginia Blumenthal, Vice Chairperson
Ms. Janet Green, Secretary, Board of Trustees
Mr. Aaron Brown, Interim Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Ms. Tamara Caponetto, CSEA Representative (Norco)
Dr. Sharon Crasnow, Academic Senate President (Riverside)
Mr. Gustavo Segura, CSEA Representative
Ms. Karin Skiba, CTA Representative

Resource Persons Present

Ms. Mary Figueroa, President, Board of Trustees
Dr. James Buysse, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Linda Lacy, Interim President, Riverside City College
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Braymer, Interim Associate Vice Chancellor, Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Lisa Conyers, Vice President, Educational Services, Moreno Valley Campus
Mr. Ed Godwin, Director, Administrative Services
Mr. Mike Webster, Consultant, Facilities

Mr. Brown led the committee review of the resolution that would authorize the District to participate in a new Tax Shelter Annuity with the San Diego County Office of Education Fringe Benefit Consortium that will be presented to the Board for approval at the August 21st regular meeting. Discussion followed.

RESOLUTION AUTHORIZING PARTICIPATION IN THE SAN DIEGO COUNTY OFFICE OF EDUCATION FRINGE BENEFIT CONSORTIUM 403(B) PLAN, INCLUDING THE MASTER VENDOR LIST – RESOLUTION NO. 1-07/08

Mr. Brown introduced Dr. Davis, who led the review of the request that will also be presented to the Board on the 21st for approval for a budget augmentation using Measure C funds for the Norco Phase III/Industrial Technology Project. Discussion followed.

PHASE III NORCO/INDUSTRIAL TECHNOLOGY PROJECT – FINAL PROJECT BUDGET APPROVAL

Mr. Webster led the review of the proposed amendment to a consulting agreement for the RCC Nursing/Science Building Project that will be brought to the Board of Trustees for approval at the August 21st regular meeting. Discussion followed.

NURSING/SCIENCES
BUILDING PROJECT –
AMENDMENT TO
CONSULTANT AGREEMENT

Mr. Brown presented the committee with an update on the 2007-2008 budget. Discussion followed.

UPDATE ON BUDGET
DEVELOPMENT

The committee adjourned the meeting at 6:32 p.m.

ADJOURNMENT