

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE

May 8, 2007 – 5:00 p.m.

Board Room AD 122, O.W. Noble Administration Building, Riverside City Campus

Committee Members: José Medina, Committee Chairperson
Janet Green, Vice Chairperson
Ray Maghroori, Vice Chancellor, Academic Affairs
Debbie DiThomas, Interim Vice Chancellor, Student
Services/Operations
Doug Beckstrom, Academic Senate Representative,
(Moreno Valley Campus)
Richard Mahon, Academic Senate Representative (Riverside)
Sharon Crasnow, Academic Senate Representative
(Norco Campus)
Tony Torres, ASRCC Student Representative
Kathleen Sell, CTA Representative
Gustavo Segura, CSEA Representative

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Update on the Office of Economic Development
- Committee to be presented with an update on the six centers of the Office of Economic Development.
2. Agreement with Loma Linda University Health Care
- Committee to review the agreement to provide physician services to the District's Health Services Department. The term of the agreement is July 1, 2007 through June 30, 2009.
3. Agreement with Inland Empire Film Commission
- Committee to review the agreement to present workshops on "Career Pathways to Production" to at-risk high school and basic skills college students. The term of the agreement is May 1, 2007 through June 30, 2007.
4. Agreement with Network International Exports, Inc.
- Committee to review the agreement to provide management assistance and export assistance services. The term of the agreement is May 16, 2007 through December 31, 2007.

5. Comments from the public.

Adjourn

Prepared by: Naomi Foley
Administrative Assistant
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-1

Date: May 15, 2007

Subject: Update on the Office of Economic Development

Background: The Office of Economic Development at RCCD is comprised of six centers funded by ten federal and state grants. Charged with advancing economic growth through incumbent workforce development, business development, and trade and transfer programs, the Office is one of the largest in the region and one of the most influential in the state. This information only item provides an update on the Office of Economic Development, focusing on the role of economic development, its mission, the critical success factors, and recent results.

Information Only.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Technology and Economic Development

ECONOMIC DEVELOPMENT

Riverside Community College District

Established in October, 1990, the Office of Economic Development meets one of the four missions of State Community Colleges as defined in the Education Code (§ 88500):

- to advance California's economic growth and global competitiveness through high quality education and services in community workforce improvement, technology deployment, and business development;
- to develop workforce & business development, trade, and technology transfer programs that attract, retain, and expand businesses; and,
- to improve competency and competitive capability of incumbent workers.

Riverside Community College District serves the local area with a specialized mix of programs designed to help businesses and workers enhance their performance. The Office of Economic Development is comprised of six centers funded by a combination of programmatic income and ten federal and state grants totaling \$3,610,000. These centers provide business development services including counseling, workshops, conferences, and workforce, organizational, and management training. All are focused on local business and worker development, from internationalization to manufacturing to high technology business services.

The six centers are:

- Center for International Trade Development
- CITD Statewide Director
- Procurement Assistance Center
- Center for Applied Competitive Technologies
- Customized Solutions
- TriTech Small Business Development Center

Customized Solutions for Business & Industry

Mission: Customized Solutions provides training and consulting to improve employee performance, and provides technology and work environment solutions to increase the economic capacity of community businesses.

Description: Customized Solutions serves community businesses with customized training programs to improve corporate, managerial, and employee performance.

RCCD Economic Development

Customized Solutions specializes in tailoring in-house training programs to client needs – from workplace harassment prevention to best-practices in manufacturing. In addition to customized training services, Customized Solutions offers half-day workshops, employee skill testing, interactive learning sessions, and seminars.

Funding

Source	Funding	Terms
Program Income	\$300,000 per year	on-going
Grant: Employment Training Panel (ETP) (training cost reimbursement to qualified employers)	\$250,000	through Dec 30, 2007

Center for Applied Competitive Technologies

Mission: To help California's manufacturing industry compete in changing markets and the global economy through applied technologies and workforce education. The Center for Applied Competitive Technologies (CACT) provides technology education, manufacturing training, and services that contribute to continuous workforce development, technology deployment and business development.

Description: The CACT program focuses on applied technical education in manufacturing, logistics, machining, and quality management. The program partners academic institutions and employers to promote applied technical education at undergraduate and secondary school levels. The CACT program supports RCCD curriculum development; professional development of college faculty and secondary school teachers; and career pathways to two-year colleges from secondary schools and from two-year colleges to four-year institutions. RCCD's CACT provides classroom and in-house training in machining, CNC programming and computer-aided design, quality management and manufacturing certification, rapid prototyping, enterprise resource planning, and other training in manufacturing and logistics.

Funding

Source	Funding	Terms
Grant: California Community College Chancellor's Office - CACT	\$205,000 per year	renewed for five years
Grant: National Science Foundation – Advanced Technological Education	\$390,000 over three years	starting July 2005
Grant: Department of Education Title VIB	\$150,000 over two years	starting July 2005
Grant: CCCO Economic & Workforce Development – HUB initiative	\$121,000 for three years	starting April, 2007

Center for International Trade Development

Mission: To help local businesses to compete successfully in global trade, sourcing, and marketing.

Description: The Center for International Trade Development (CITD) provides *individual assistance* to help community businesses evaluate and pursue international business opportunities; *international business conferences, workshops and seminars* to provide information and tools to help businesses capitalize on global opportunities; *reference and referral services* for specific customs, regulatory, and operational challenges; *international matchmaking services* to introduce California companies to potential trading partners through overseas trade missions, hosting of inbound delegations and trade leads; and assistance to RCCD in *internationalizing academic curricula* and developing specialized programs and courses in international trade.

Funding

Source	Funding	Terms
Grant: California Community College Chancellor's Office Economic and Workforce Development	\$205,000 per year	since 1996 through June 30, 2007

Statewide Leadership for the CITD ("CITD Statewide Director")

Mission: California's Centers for International Trade Development Initiative (CITD) advance the state's economic development and global competitiveness by providing training and business services to small- to medium-sized enterprises that are potential or current exporters or importers, as described in the California Government Code Section 15379.21

Description: The CITD Statewide Leadership Director is responsible for providing leadership to the 14 Centers for International Trade Development throughout California, working in conjunction with the Economic and Workforce Development Program at the Chancellor's Office of the California Community Colleges. The CITD Statewide Leadership position works with the Chancellor's Office, a statewide initiative advisory committee, and the Economic and Workforce Development Program Advisory Committee (EDPAC), to coordinate resources and assist in providing a system-wide response to economic and workforce development opportunities. The primary focus of the leadership

RCCD Economic Development

positions is to provide guidance and technical assistance at the local level and bring policy recommendations to the Chancellor's Office and the EDPAC.

Funding

Source	Funding	Terms
Grant: Statewide Leadership, Centers for International Trade Development	\$152,500 per year	renewable through 2009
Grant: U.S. Department of Commerce, International Trade Administration, Market Development Cooperator Program	\$334,500 total award	through March 2007
Grant: U.S. Department of Education, Business and International Education Program (secondary contact)	\$75,000 per year	through June 2007
Grant: CCCO Economic & Workforce Development – HUB initiative	\$121,000 for three years	starting April, 2007

TriTech Small Business Development Center

Mission: To assist businesses and entrepreneurs commercialize new technologies, develop products and services, and to identify capital and knowledge resources

Description: The Tri-Tech SBDC at RCCD assists start-up and early stage technology firms to grow and prosper. The RCCD Tri-Tech center transitions technological innovation from the laboratory and workshop into the commercial marketplace. TriTech offers a unique blend of services, facilities, and support to early stage companies commercializing emerging technologies and looking to enhance their competitive edge. These services include individual counseling, business plan development, resource referrals, workshops, and public and private deal reviews.

Funding

Source	Funding	Terms
Grant: U.S. Federal Small Business Administration	\$219,000 per year	renewed annually
Grant: State Chancellor's Office Economic and Workforce Development	\$50,000	annual starting 2006
Private funding	\$111,006	annual cash match requirement
Grant: State Chancellor's Office Economic and Workforce Development	\$50,000	Annual starting 2007

Procurement Assistance Center

Mission: To assist business firms market their goods and services to federal, state and local government agencies.

Description: The Procurement Assistance Center (PAC) is a congressionally authorized Department of Defense (DoD) initiative designed to establish a nationwide network of assistance offices for business entities seeking to market their goods and/or services to the government. The program is designed to reduce costs to government entities, increase the number of qualified suppliers, and develop job opportunities. The PAC serves as a resource to businesses, government agencies, and the community. As part of this initiative, the PAC was established and is funded by the Defense Logistics Agency and the Riverside Community College District. The PAC provides individual counseling, workshops, and the annual Veteran’s Business and Economic Summit conference.

Funding

Source	Funding	Terms
Grant: U.S. Federal Department of Defense, Defense Logistics Agency	\$292,000	Annually since 1996

Outlook for the Office of Economic Development

The Office of Economic Development (OED) has expanded significantly in the past year, and will continue to grow with new programs, centers, and services. In the near term (1-3 years), this means continuing expansion of existing centers and programs. Specifically, the outlook is for Customized Solutions to grow revenues to \$500K per year; TriTech to increase its presence in the Inland Empire, to hire new business counselors, and to assume management of a new wet-laboratory technology business incubator; the implementation of a new OED California Labor Competitiveness Center (re-skilling and up-skilling in specialized areas such as logistics, entrepreneurship, and finance for incumbent and transitioning workers); an increase in OED in-house training and seminars; increased OED grant revenues of an additional 15-25%; and coordination of traditional and web-based marketing across OED centers to improve community visibility and awareness.

Using self-generated revenue, the OED will continue to grow in size over the next one- to three-years. The most likely of these changes include: TriTech to add an inland business counselor; the PAC to add an administrative assistant; a new Grant Specialist position to identify, write, and administer OED grants; and a new part-time marketing staff position.

RCCD Economic Development

Over the 5-10 year horizon, OED will continue to grow with the addition of new centers, increasing capacity of existing centers, and the provisioning of new services. New centers will most likely emerge from two sources: state/federal grants and regional/community opportunities.

New state/federal grants are expected from opportunities through the State Chancellor's Office, grants from the Departments of Commerce, Labor, and Education, as well as National Institute of Science and Technology (NIST), the National Science Foundation (NSF), and the Department of Defense (DoD). These grants are expected to spawn centers specializing in development and support of small business, technology clusters, logistics and goods movement, individual entrepreneurship, technology transfer, international trade and globalization.

Regional and community opportunities are expected to include project-based sponsored initiatives and sponsored economic development centers, specifically:

- specialized training in growth/emergent industrial clusters;
- research/study centers providing data and analysis on local economic conditions;
- high quality education and services focusing on continuous workforce improvement, technology deployment, and business development; and
- new alternatives that enable incumbent workers to become more competitive in the region's labor market, to increase competency, and to identify career paths to economic self-sufficiency and lifelong access to good-paying jobs.

These proposed expansions are the result of increasing demands from the community. Burgeoning population growth and a corresponding upsurge in economic conditions in western Riverside County is increasing requirements on the OED to provide additional training for incumbent/transitioning workers, business training, workshops, assessments, seminars, one-on-one counseling, and conferences in the Corona/Norco service area. Meeting the need will require new classrooms, laboratories, and facilities for client counseling and office staff. However, even in the short-term, these demands outstrip the capabilities of the current OED location. RCC's OED is investigating alternative strategies for meeting these opportunities through planning, resource management, and communication within RCCD along with our external stakeholders and sponsoring agencies.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-2

Date: May 15, 2007

Subject: Agreement with Loma Linda University Health Care

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Loma Linda University Health Care to provide physician services for students. Since February 1994, the District has had an agreement with Loma Linda University Health Care (LLUHC) whereby LLUHC provides resident physician services for twelve hours per school week to the District's Health Services Departments at the MorenoValley campus and Riverside City College. The term of the agreement is for the period of July 1, 2007 through June 30, 2009, for services by physicians for approximately six to twelve hours per week. The cost of these services based on a rate of \$110.00 per hour will total approximately \$43,560.00. Funding source: Health Services Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2007 through June 30, 2009, for \$43,560.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Renee Kimberling
District Director, Health Services

AFFILIATION AGREEMENT
BETWEEN
LOMA LINDA UNIVERSITY HEALTHCARE
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into by and between Loma Linda University Health Care, hereinafter referred to as "LLUHC" and Riverside Community College District hereinafter designated as "DISTRICT (RCC)", which is comprised of three campuses: Riverside, Moreno Valley, and Norco. LLUHC and DISTRICT (RCC) mutually agree as follow:

WHEREAS, pursuant to State Law and Education Code Section 76401, DISTRICT (RCC) is authorized to contract for special services with persons specially trained, experienced, expert, and competent to perform the special services; and

WHEREAS, LLUHC has the expertise, special skills, knowledge, and experience to perform those services required herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I

DESCRIPTION OF SERVICES: LLUHC shall provide all services as outlined and specified in Exhibit A consisting of one (1) page, attached hereto and by this reference incorporated herein.

II

PERIOD OF PERFORMANCE. It is mutually agreed and understood that the obligation of DISTRICT (RCC) is limited by and contingent upon the availability of DISTRICT (RCC) funds for the reimbursement of the LLUHC'S expenditures. In the event that such funds are not forthcoming for any reason, DISTRICT (RCC) shall immediately notify LLUHC in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of DISTRICT (RCC's) notification by LLUHC. In the event of such termination, LLUHC shall be entitled to reimbursement of its costs in accordance with Paragraph III
COMPENSATION.

This agreement shall be effective July 1, 2007, and continue in effect through June 30, 2009, unless terminated as above or as specified in Paragraph VIII, TERMINATION

III

COMPENSATION. In consideration of services provided by LLUHC pursuant to this Agreement, LLUHC shall be entitled to receive payment as specified in Exhibit A. Payment Provision, attached hereto and incorporated herein.

IV

EQUIPMENT AND SUPPLIES: DISTRICT (RCC) shall furnish and maintain, at its expense and for the use of LLUHC staff, such limited clinical equipment as an otoscope, ophthalmoscope, sphygmomanometer, and the like. DISTRICT (RCC) shall provide at its expense, for the use of LLUHC staff in the discharge of their contractual duties, such expendable supplies as dressing materials and tongue depressors that are reasonably necessary under the terms of the Agreement. LLUHC agrees that its staff shall safeguard the equipment and supplies provided by DISTRICT (RCC) and in no event shall LLUHC staff loan such equipment or supplies.

V

INDEPENDENT LLUHC It is understood and agreed that LLUHC is an independent contractor and that no relationship of employer-employee exists between the parties hereto. LLUHC shall not be entitled to any benefits payable to employees of DISTRICT (RCC) including DISTRICT (RCC) Workers Compensation Benefits, and hereby hold DISTRICT (RCC) harmless from any and all claims that may be made against DISTRICT (RCC) based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

It is further understood and agreed by the parties hereto that LLUHC in the performance of its obligation hereunder is subject to the control or direction of DISTRICT (RCC) merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

LLUHC agrees to indemnify DISTRICT (RCC) for any and all Federal/State withholding or State retirement payments which DISTRICT (RCC) may be required to make by the Federal or State government. If for any reason LLUHC is determined not to be an independent LLUHC to DISTRICT (RCC) carrying out the terms of this Agreement, such indemnification shall be paid in full to DISTRICT (RCC) upon sixty (60) days written notice to LLUHC of a Federal and/or State determination that such payment is required.

VI

HOLD HARMLESS. LLUHC hereby agrees to defend, indemnify, and hold harmless DISTRICT (RCC) from any liability to damages DISTRICT (RCC) may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the programs covered by this Agreement resulting from the negligence of LLUHC, its employees or authorized agents. DISTRICT (RCC) agrees to give LLUHC notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

DISTRICT (RCC) agrees to defend, indemnify, and hold harmless the LLUHC from any liability or damages LLUHC may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the programs covered by this Agreement resulting from the negligence of DISTRICT (RCC), its employees or authorized agents. The LLUHC agrees to give DISTRICT (RCC) notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

VII

INSURANCE: Without limiting LLUHC'S indemnification it is agreed that the LLUHC shall maintain in force at all times during the performance of this Agreement Worker's Compensation insurance and a policy or policies of insurance covering all of its operations including but not limited to medical malpractice, and any liability incurred under this Agreement, with no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. A certificate satisfactory to DISTRICT (RCC) Risk Manager evidencing the maintenance of such insurance and/or self-insurance coverage shall be filed with DISTRICT (RCC) prior to providing any services pursuant to this Agreement. DISTRICT (RCC) shall be given notice in writing at least thirty (30) days in advance of cancellation, modification or reduction in coverage.

Without limiting DISTRICT (RCC's) indemnification, it is agreed that the DISTRICT (RCC) shall maintain in force at all times during the performance of this Agreement Workers' Compensation insurance and a policy or policies of insurance covering all of its operations and any liability incurred under this Agreement, with no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. A certificate satisfactory to LLUHC'S Risk Manager evidencing the maintenance of such insurance and/or self-insurance coverage shall be filed with LLUHC.

VIII

TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate.

IX

ASSIGNMENT. This Agreement shall not be assigned by LLUHC, either in whole or in part, without prior written consent of DISTRICT (RCC).

X

ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only DISTRICT (RCC) may authorize any alteration or revision of this Agreement. The parties expressly recognize that DISTRICT (RCC) personnel are without authorization to either change or waive any requirements of this Agreement.

XI

ELIGIBILITY. Services and benefits shall be provided by LLUHC to individuals without reference to their religion, color, sex, national origin, age, physical, or mental handicaps or condition.

XII

CONFIDENTIALITY. LLUHC agrees to maintain confidentiality of patient records and information in accordance with all State and Federal laws, regulations, guidelines, and directives relating to confidentiality of patient records.

XIII

LICENSES. LLUHC shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. LLUHC shall notify DISTRICT (RCC) immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

XIV

NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

DISTRICT (RCC)

Dr. James Buysse
Riverside Community College District
4800 Magnolia Avenue
Riverside, California 92506-1299

LLUHC

David G. Wren
Loma Linda University Health Care
11231 Anderson
Loma Linda, California 92354

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT (RCC)

Riverside Community College District

By: _____ Date: _____

James L. Buysse
Type or Print Name

Vice Chancellor, Administration and Finance
Title

LLUMC

Loma Linda University Health Care

By: _____ Date: _____

David Wren
Type or Print Name

CEO
Title

ATTEST:

EXHIBIT A
RIVERSIDE COMMUNITY COLLEGE DISTRICT AND
LOMA LINDA UNIVERSITY HEALTHCARE
July 1, 2007 through June 30, 2009

1. Loma Linda University Health Care shall provide Riverside Community College District with resident physician coverage for twelve (12) hours per school week during the period July 1, 2007, to June 30, 2009. Their responsibilities and duties will be mutually determined by LLUHC and the DISTRICT (RCC).
2. Reimbursement to LLUHC for services rendered between July 1, 2007, and June 30, 2009, shall be calculated on the basis of \$110.00 per hour for the physician's time. This will usually average 12 hours or \$1,320 per week, or approximately \$43,560.00 for the time period when vacation periods and absences are excluded.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-3

Date: May 15, 2007

Subject: Agreement with Inland Empire Film Commission

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Inland Empire Film Commission to present their workshops on "Career Pathways to Production" with film industry professionals to at-risk high school and basic skills college students to discuss the skills needed in the film and television industries as part of the ongoing activities in curriculum development for the Riverside School for the Arts. The workshops will be held at area high schools and at Riverside City College. The term of this agreement is from May 1, 2007 through June 30, 2007. The total fee for this agreement is \$20,000.00. Funding source: RSA Grant 223 FIE #2.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from May 1, 2007 through June 30, 2007, for \$20,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND THE
INLAND EMPIRE FILM COMMISSION

THIS AGREEMENT is made and entered into on this May 16, 2007, by and between the Inland Empire Film Commission, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to present their Career Pathways to Production workshops with film industry professionals to at-risk high school and basic skills college students to talk with them about the skills needed in the film and television industries as part of the ongoing activities in curriculum development for the Riverside School for the Arts.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from May 1, 2007 through June 30, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$20,000.00 payable after receipt of invoices on the following dates:

Career Pathways to Productions	\$10,000.00	payable on May 16, 2007
Workshops	\$10,000.00	payable on June 15, 2007

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

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

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

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

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

Riverside Community College District

Sheri Davis, Director
Inland Empire Film Commission
1201 Research Park Drive, Suite 100
Riverside, CA 92507

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-4

Date: May 15, 2007

Subject: Agreement with Network International Exports, Inc.

Background: Attached for the Board's approval is an agreement between Riverside Community College District and Network International Exports, Inc. to provide management assistance and export assistance services as outlined in the Statewide Strategic HUB application, Centers for International Trade Development, to promote the export of education services. The California Community Colleges, Chancellor's Office is providing funding to sustain a successful model launched in 2003 to attract international students and executives to California under a three year U.S. Department of Commerce, Market Development Cooperator Program grant. This assistance will be provided for a fee of \$45.00 per hour, not to exceed \$33,750.00. Additionally, international/domestic travel expenses incurred by Network International Exports, Inc. will be reimbursed up to a maximum of \$5,500.00. The term of the agreement is from May 16, 2007 through December 31, 2007. Funding source: California Community Colleges, Chancellor's Office, Economic and Workforce Development Program.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of May 16, 2007 through December 31, 2007, for up to \$39,250.00 (\$33,750.00 for services, and \$5,500.00 for travel), and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Jeff Williamson
Statewide Director, Centers for International Trade Development

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND NETWORK INTERNATIONAL EXPORTS INC.

1. PARTIES AND DATE

This Agreement is made and entered into this 16th day of May 2007, by and between the Riverside Community College District, hereinafter referred to as "RCCD," and Network International Exports, Inc., hereinafter referred to as "CONSULTANT".

2. RECITALS

2.1 CONSULTANT is a professional consultant, experienced in providing International Trade Counseling and Business Assistance services to public agencies and familiar with the purposes and powers of RCCD; and

2.2 Because of CONSULTANT's expertise, RCCD desires to retain CONSULTANT to render certain International Trade Counseling and Business Assistance services in connection with "The Centers for International Trade Development" as set forth herein.

3. SERVICES OF CONSULTANT; TERM

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference ("Services") so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from May 16, 2007 to December 31, 2007, unless earlier terminated as provided herein.

4. RESPONSIBILITIES OF CONSULTANT

4.1 Schedule of Services. CONSULTANT shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "A", attached hereto and herein incorporated by reference ("Schedule"). Upon request of RCCD, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

- 4.2 Coordination of Services. CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD's staff and consultants at all reasonable times.
- 4.3 Approval and Inspection. All work performed by CONSULTANT under this contract shall be subject to the approval of RCCD. CONSULTANT shall allow representative of RCCD ("Representative") to inspect or review CONSULTANT's work in progress at any reasonable time.
- 4.4 Standard of Care; Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner and shall secure and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the Services. CONSULTANT shall comply with all requirements of law in carrying out the Services.
- 4.5 Control and Payment of Subordinates. RCCD retains CONSULTANT on an independent contractor basis and CONSULTANT shall not be considered an employee of RCCD. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
5. COMPENSATION AND PAYMENT
- 5.1 Compensation. Except as otherwise provided in this section, CONSULTANT shall receive compensation for all services rendered under this Agreement according to the rates and payment schedule set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$39,250.00 without written approval of RCCD's representative, as designated herein. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Extra Work order.
- 5.2 Payment of Compensation. CONSULTANT shall submit to RCCD a monthly statement indicating work completed and hours of services rendered by CONSULTANT. The statement shall describe the amount of services and supplies provided for that statement period. RCCD shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Each

statement shall include a certification signed by CONSULTANT's representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this statement are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Statement No. _____

5.3 Reimbursement for expenses. CONSULTANT shall not be reimbursed any expenses unless authorized in writing by RCCD's representative.

5.4 Extra Work. At any time during the term of this Agreement, RCCD may request that CONSULTANT perform extra work. As used herein, "Extra Work" means any work which is determined by RCCD to be necessary for the proper completion of the project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, extra work without written authorization from RCCD's Representative.

6. RECORDS

6.1 Records. CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of RCCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. GENERAL PROVISIONS

7.1 Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice. In the event of termination, CONSULTANT shall be paid for approved expenses and adequately rendered services performed prior to the termination date. CONSULTANT shall deliver to RCCD all finished or unfinished documents, data, graphs, summaries, and other related materials as may have been prepared or accumulated by CONSULTANT prior to the date of termination.

7.2 Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.3 Contract Amendment. In the event that the parties determine that the Scope of Work or other provisions of this Agreement must be altered; the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

7.4 RCCD's Right to Employ Other Consultants. RCCD reserves the right to employ other consultants in connection with this Project.

7.5 RCCD's Representative. RCCD's Statewide Director, Center for International Trade Development, Jeffrey Williamson, or his designee, shall serve as RCCD's Representative and shall have the authority to act on behalf of RCCD for all purposes under this Agreement. RCCD's Representative shall also review and give approval, as needed, to the details of CONSULTANT's work as it progresses. RCCD's Representative shall be available to the CONSULTANT staff at all reasonable times. RCCD's Vice Chancellor, Administration and Finance acts as the signing authority for this contract.

7.5 CONSULTANT's Representative. CONSULTANT hereby designates Mark Matsumoto as CONSULTANT's Representative to RCCD. CONSULTANT's Representative shall have the authority to act on behalf of CONSULTANT for all purposes under this Agreement and shall coordinate all phases of the Services. CONSULTANT shall work closely and cooperate fully with RCCD's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONSULTANT's Representative shall be available to the RCCD staff at all reasonable times. Any substitution in CONSULTANT's Representative shall be approved in writing by RCCD's Representative.

7.6 Property of RCCD. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this Agreement shall become the property of RCCD upon the completion of the term of this Agreement, except that CONSULTANT shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCCD's sole risk and provided further that CONSULTANT shall be indemnified against any damages resulting from

such use. Should CONSULTANT, following termination of this Agreement, desire to use any materials prepared in connection with this Project, it shall first obtain the written approval of RCCD's Representative.

7.7 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information and other materials submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of RCCD, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or it generally know, or becomes known, to the related industry shall be deemed confidential. CONSULTANT shall not use RCCD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCCD.

7.8 Publication. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic art work, which are prepared pursuant to this Agreement, shall be released by CONSULTANT to any other person or agency without prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by RCCD, unless otherwise provided by written Agreement between the Parties.

7.9 Indemnification. CONSULTANT agrees to indemnify, defend (with counsel chosen by RCCD) and hold harmless RCCD, its Trustees, officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the Services provided hereunder due to acts, errors or omissions or willful misconduct of CONSULTANT. CONSULTANT will reimburse RCCD for any expenditures, including reasonable attorneys' fees, incurred by RCCD in defending against claims arising from the acts, errors or omissions or willful misconduct of CONSULTANT. The indemnification obligation shall survive the expiration or termination of this Agreement.

7.10 Effect of Acceptance. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the Services. RCCD's review or acceptance of, or payment for any work product prepared by CONSULTANT under this Agreement shall not be construed to operate as a waiver of any rights RCCD may hold under this Agreement or of any cause of action arising out of CONSULTANT's performance of this Agreement. Further, CONSULTANT shall be and shall remain liable to RCCD, in accordance with applicable law, for all

damages to RCCD caused by CONSULTANT's negligent performance of any of the Services.

7.11 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, disability, medical condition, marital status or sexual orientation. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT understands that harassment of any employee/student with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

7.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by CONSULTANT without the prior written consent of RCCD. Any subcontract shall include a provision obligating subcontractor to comply with each and every provision of this Agreement including without limitation the insurance and indemnification obligations herein.

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

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

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

7.16 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

7.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Mark Matsumoto
Network International Exports, Inc.
3972 Barranca Parkway, Suite 296-J
Irvine, CA 92606
Tel: (949) 752-7696
EIN #: 33-0967777

Jeffrey Williamson
Statewide Director
Center for International Trade Development
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299
Tel: (951) 571-6458

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

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

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

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

CONSULTANT

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

By: _____
Mark Matsumoto
President

Date: _____

Date: _____

EXHIBIT "A" TO RCCD CONSULTANT AGREEMENT

SCOPE OF WORK

- 1) Project management assistance services and provision of export assistance services as outlined in the Statewide Strategic HUB application, Centers for International Trade Development, to promote the export of education services in coordination with the Statewide Director, Centers for International Trade Development, in Agreement with the intent and allowable activities established by the funding source (California Community Colleges, Economic and Workforce Development Program).
 - a. Execution of project plan and activities
 - b. Market development activities and marketing communications
 - i. Development of foreign markets for the U.S. export of education services through communications with potential cooperators and end-users in targeted foreign markets
 - ii. Communication and facilitation of export opportunities to education service providers (private firms, education institutions, and other as outlined in the Statewide Strategic HUB work plan)
 - iii. Web portal content development
 - c. Development of partners and cooperators
 - i. Planning and coordination with U.S. Embassies (Commercial and Educational interests sections), associations (both domestic and foreign); and other parties to facilitate achieving the objectives of the program
 - d. Outbound and Inbound trade mission organization
 - i. organization and promotion of activities to targeted clients, through various marketing communications, and event management activities
 - e. Reporting & Recordkeeping
 - i. collection of data and information as it relates to the program objectives

EXHIBIT "B" TO RCCD CONSULTANT AGREEMENT

COMPENSATION SCHEDULE

- A maximum of 750 hours of service @ \$45.00 per hour for a maximum of \$33,750.00 this amount includes all costs incurred by the Service Provider in the provision of contract services with the exception of travel noted below.
- Actual expenses up to a maximum of \$5,500.00 for international/domestic travel reimbursements related to achievement of objectives in the Outbound Trade Promotion and Inbound Trade Promotion sections of the Statewide Strategic HUB work plan.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING

May 8, 2007, 6:00 p.m.

Board Room AD122, O. W. Noble Administration Building, Riverside City Campus

Committee Members: Mark Takano, Committee Chairperson
Virginia Blumenthal, Vice Chairperson
James Buysse, Vice Chancellor, Administration and Finance
Melissa Kane, Vice Chancellor, Diversity and Human
Resources
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Richard Mahon, Academic Senate Representative
(Riverside)
Patricia Worsham, Academic Senate Representative
(Norco)
Debbie Cazares, CTA Representative (Riverside)
Su Acharya, CTA Representative (Riverside)
Tamara Caponetto, CSEA Representative (Norco)
Carmen Payne, CSEA Representative (Moreno Valley)
Tish Chavez, Confidential Representative (Riverside)

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. District Modular Projects – Labor Compliance Service Agreements
- The Committee to consider labor compliance service agreements relative to the District Modular Projects.
2. District Modular Projects & Norco Phase III/Industrial Technology Project – DSA Inspector of Records Agreement
- The Committee to consider entering into agreement to provide a Division of State Architect (DSA) inspector of records for the District Modular Projects and the Norco Phase III/Industrial Technology Project.
3. Moreno Valley Hot Water Loop System, Phase II – Amendment to Agreement, M-E Engineers, Inc.
- The Committee to consider amending an agreement to provide project management support services for the Moreno Valley Hot Water Loop System Phase II Project.

4. Quadrangle Modernization Project - Change Order No. 4
- The Committee to consider a change order relative to the Quadrangle Modernization Project.
5. Norco Phase III Industrial Technology Project – Amend Architect Agreement
- The Committee to consider an amendment to an architectural agreement relative to the Norco Phase III Industrial Technology Project.
6. A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, Resolution No. 41-06/07
- The Committee to consider a resolution relative to the authorization of a General Obligations Bonds, Series 2007C issuance.

Adjourn

Prepared by: Charlotte Zambrano, Administrative Assistant
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: May 15, 2007

Subject: District Modular Projects - Labor Compliance Service Agreements

Background: On March 20, 2007, the Board of Trustees approved the District Modular Projects, which would distribute modular units from the Riverside City Campus Lovekin Complex within the District's three campuses.

Staff is requesting approval to hire WCS/Ca, Inc. to provide oversight and conduct Labor Compliance Program Services and to hire Patricia A. Guerra to provide on site support for labor compliance monitoring including record keeping activities, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the District Modular Projects (Agreements attached).

- WCS/Ca, Inc. fee is \$17,480
- Patricia A. Guerra fee is \$2,185

Expenses for these services are included in the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the agreements with WCS/Ca, Inc. in the amount of \$17,480 and Patricia A. Guerra in the amount of \$2,185, for the District Modular Projects using the approved project budget and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

WCS/CA, INC.

THIS AGREEMENT is made and entered into on the 16th day of May, 2007, by and between WCS/CA, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College Districts three campus; Riverside, Norco and Moreno Valley.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 16, 2007, to the estimated completion date of January 1, 2008, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$17,480 including expenses. Invoices for services will be submitted monthly and shall be based on an average of the overall lump sum fee divided by the construction duration in months. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims

for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

WCS/Ca, Inc.

Riverside Community College District

Dane Ruddell
President
10670 White Rock Rd.
Suite 300
Rancho Cordova, Ca 95670

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

Scope of Services

Scope of Project

Consultant is to provide oversight and conduct the Labor Compliance Program Services for the District Modular Projects.

Scope of Services

Consultant shall provide Labor Compliance Program (LCP) Services to the district to include:

Implementation of the LCP:

- 1.1 Implement the approved LCP.
- 1.2 Conducting pre-job conferences with contractors/subcontractors (Tele-conference).
- 1.3 Review of contractors' payment of applicable general prevailing wage rates.
- 1.4 Review & Monitoring of contractors' employment of properly registered apprentices.
- 1.5 Review & Monitoring of contractors' providing certified payroll records.
- 1.6 Periodic monitoring of construction sites for the verification of proper payments of prevailing wage rates and worker classifications.
- 1.7 Preparation and submittal of annual reports.

Enforcement of the LCP to include:

- 1.1 Notification to contractors/subcontractors of missing or deficient documentation.
- 1.2 Notification to contractors/subcontractors of violations.
- 1.3 Investigating missing, deficient documentation or violations.
- 1.4 Withholding contract payments and imposing penalties for noncompliance.

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

PATRICIA A. GUERRA

THIS AGREEMENT is made and entered into on the 16th day of May, 2007, by and between PATRICIA A. GUERRA hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services include on site labor compliance monitoring support, record keeping activities, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the District Modular Projects.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 16, 2007, to the estimated completion date of January 1, 2008, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$2,185 including expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and

including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

11. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Consultant

Riverside Community College District

Patricia A. Guerra
Consultant
P.O. Box 105
Rialto, CA 92377

James L. Buisse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: May 15, 2007

Subject: District Modular Projects & Norco Phase III/Industrial Technology Project –
DSA Inspector of Records Agreement

Background: On March 20, 2007, the Board of Trustees approved the District Modular Projects and budget, which consists of distributing modular units in the Riverside City Campus Lovekin Complex within the District's three campuses and the Ben Clark Training Center. On January 16, 2001, the Board of Trustees approved the final project proposal for Norco Phase III/Industrial Technology Project. The project is an integral part of the overall District Educational and Facilities Master Plan for the completion of the Norco Campus with primary emphasis in the fields of Engineering and Industrial Technology.

Staff is requesting the Board of Trustees' approval to hire Borg Pacific, Inc. as the Division of State Architect (DSA) inspector of records for the District Modular Projects and the Norco Phase III/Industrial Technology Project. Borg Pacific, Inc. would ensure that the projects are constructed according to DSA rules and regulations and to certify DSA inspections. Services would include the "Duties of the Inspector" as defined in Title 24 of the California Administrative Code.

- District Modular Projects fee is not to exceed \$90,000, during the project schedule of May 16, 2007 thru December 31, 2007.
- Norco Phase III/Industrial Technology Project fee is not to exceed \$345,000, during the project schedule of September 1, 2007 thru March 31, 2010.

Expenses for these services are included in the approved project budgets.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Borg Pacific, Inc., to provide DSA inspection services for the District Modular Projects in the amount of \$90,000 and the Norco Phase III/Industrial Technology Project in the amount of \$345,000, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

BORG PACIFIC, INC.

THIS AGREEMENT is made and entered into on the 16th day of May, 2007, by and between BORG PACIFIC, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College Districts three campuses; Riverside, Norco and Moreno Valley.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from May 16, 2007, to the estimated completion date of December 31, 2007 (District Modular Projects) and March 31, 2010 (Phase III-Norco/Industrial Technology Project), with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$435,000 (not to exceed \$90,000 for District Modular Projects and not to exceed \$345,000 for the Phase III-Norco/Industrial Technology Project) including expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its

use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Borg Pacific, Inc.

Riverside Community College District

Bruce Borg
President
29023 Rosewood Lane
Highland, CA 92346

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

Borg Pacific Inc

As president of Borg Pacific Inc, I would like to offer this proposal for Project Inspector services on the District Modular Project and the Phase III – Norco/Industrial Technology Project.

Services would include the “Duties of the Inspector” as defined in Title 24 of the California Administrative Code. Borg Pacific Inc will provide the District with daily reports, semi-monthly reports, form SSS-6, and other applicable inspection forms.

District Modular Projects time frame is from May 16, 2007 to December 31, 2007, not to exceed \$90,000.

Phase III – Norco/Industrial Technology Project is from September 1, 2007 to March 31, 2010, not to exceed \$345,000.

Borg Pacific Inc will provide these inspection services for \$63.95 per hour, with the standard billing of four hours automatic show-up, over four hours charged as eight. The sum of \$11,000 per month is not to be exceeded without prior approval by the District’s designated representative. Over eight hours of time in a day is to be considered overtime. Overtime would require prior written approval obtained from the district’s designated representative. Approved overtime would be billed as follows: 8+ hours and Saturdays @ 1.5x; 12+ hours and Sundays @ 2.0x; Major holidays as recognized by the district would be charged at 3.0x hours.

As previously discussed, billing on the District Modular Projects, would be discounted to 1.5 hours of overtime rate during the time period where the Quad Reconstruction is being inspected simultaneously.

These inspection services would be billable monthly, or on the first and fifteenth day of each month as required by the district.

There will be no other reimbursable expenses for standard IOR services.

Bruce Borg

President, Borg Pacific Inc.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: May 15, 2007

Subject: Moreno Valley Hot Water Loop System, Phase II – Amendment to Agreement, M-E Engineers, Inc.

Background: On June 20, 2006 the Board of Trustees approved an agreement with M-E Engineers, Inc. to prepare design and bid specifications for the replacement of the Moreno Valley Hot Water Loop System, Phase II. The project is due to begin construction in the next several weeks.

Staff is now requesting the Board's approval to amend the agreement with M-E Engineers, Inc. to provide project management support services during the construction phase of the Moreno Valley Hot Water Loop System Phase II Project. The total fee for these services would not exceed \$31,200. Project management support services would include the following:

- Review contractor's submittals.
- Respond to contractor request for information.
- Final inspection and punch list.
- Compile Record Drawings from "As Built Drawings" compiled by the contractor.
- Attend weekly Construction Meetings for a duration of ten weeks. Compile summary notes of each meeting and issue to the Owner and construction team.
- Review the Contractor's Application for Payment and provide input to owner for closure.
- Provide weekly Site Review and Field Observation Reports which document the progress of the construction and list deficiencies that are observed.

Expenses for these services will be funded via the approved project contingency.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the Agreement with M-E Engineers, Inc. to provide project management support services for the Moreno Valley Hot Water Loop System Phase II Project in the amount of \$31,200 and authorize the Vice Chancellor, Administration and Finance to sign the amendment with the provision that the Vice Chancellor, Administration and Finance may extend the termination date of the agreement without a formal amendment to the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AMENDMENT TO THE AGREEMENT
DATED JULY 17, 2006
BETWEEN
M-E ENGINEERS, INC.
(Formerly M-E / Bechard & Associates, Inc.)
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Moreno Valley Hot Water Loop System)

This Agreement shall be amended this date, May 16, 2007, as follows:

The term of this agreement shall be from July 17, 2006, to November 1, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of M-E Engineers, Inc.

The project management support services would include the following:

- Review contractor's submittals.
- Respond to contractor request for information.
- Final inspection and punch list.
- Compile Record Drawings from "As Built Drawings" compiled by the contractor.
- Attend weekly Construction Meetings for a duration of ten weeks. Compile summary notes of each meeting and issue to the Owner and construction team.
- Review the Contractor's Application for Payment and provide input to owner for closure.
- Provide weekly Site Review and Field Observation Reports which document the progress of the construction and list deficiencies that are observed.

Additional compensation of this amended agreement shall not exceed \$31,200, including expenses. Payments and final payment shall coincide with original agreement dated July 17, 2007. Consultant shall procure and maintain design professional errors and omission liability insurance coverage instead of comprehensive general liability insurance coverage as stated in original agreement (Paragraph 9).

M-E Engineers, Inc.

Riverside Community College District

Alan J. Wilson
Principal
12127 Kirkam Road
Poway, CA 92064

James L. Buysse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: May 15, 2007

Subject: Quadrangle Modernization Project - Change Order No. 4

Background: On November 15, 2005, the Board of Trustees awarded a contract to ASR Constructors, Inc. for the modernization and construction of the Quadrangle building located at the Riverside City College campus in the amount of \$13,020,000. Additionally, the Board has approved Change Orders (Nos. 1, 2 & 3) bringing the total project award to \$14,176,689.

Staff is now requesting the Board's approval of Change Order No. 4 for miscellaneous changes throughout the Quadrangle Modernization Project (description of changes are noted in the attached change order). The total amount for Change Order No. 4 is \$1,030,080, increasing the total project award to \$15,206,769.

Funding for this change order will come from the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 4 for the Quadrangle Modernization Project in the amount of \$1,030,080 and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

Exhibit "A"

- #1 DESCRIPTION: COR 39
Due to obstruction of the proposed copper and fiber pathways, lines had to be rerouted and additional conduits and cable were needed due to the extra length requirement
REASON: Unforeseen Condition
REQUESTED BY: Architect/Contractor
COST: \$ 50,614
- #2 DESCRIPTION: COR 46
Upgrade electrical panels throughout the Quad that were not previously in the bid
REASON: Old and deteriorating
REQUESTED BY: Riverside Community College District (extra items)
COST: \$ 61,371
- #3 DESCRIPTION: COR 47
Add new roof and overflow drains at staircase #2 area
REASON: Architectural oversight
REQUESTED BY: Contractor
COST: \$ 2,594
- #4 DESCRIPTION: COR 48
Replace 2 1/2" Water line leaking in room #26
REASON: Unforeseen Condition
REQUESTED BY: Contractor
COST: \$ 3,032
- #5 DESCRIPTION: COR 49
Replace various plumbing items: replace 2" valve at N.E. corner in basement; install waste and water line to lounge sink; layout condensates and core holes for new units not shown on original plans; trace lines to find new tie-in for lounge sink in room #207;
REASON: Unforeseen Conditions
REQUESTED BY: Contractor
COST: \$ 15,629
- #6 DESCRIPTION: COR 50
Remove mock-up paint from cornice on south side
REASON: Architectural oversight
REQUESTED BY: Architect
COST: \$ 382

- #7 DESCRIPTION: COR 51
Paint numerous mock-ups for exterior
REASON: To determine paint selection
REQUESTED BY: Riverside Community College District/Architect
COST: \$ 828
- #8 DESCRIPTION: COR 52
Change out the existing high voltage transformer and switch and replace existing fans
REASON: Old, deteriorating and non-functional
REQUESTED BY: Riverside Community College District
COST: \$ 79,463
- #9 DESCRIPTION: COR 56
Change the elevator feed to a 150 amp three phase breaker
REASON: Architectural oversight
REQUESTED BY: Contractor
COST: \$ 7,437
- #10 DESCRIPTION: COR 58
Replace several trane air handlers and controls; chilled and hot water loop demo and reinstall with insulation; new pumps; new cooling tower
REASON: System old and deteriorating
REQUESTED BY: Riverside Community College District (extra items)
COST: \$691,752
- #11 DESCRIPTION: COR 59
Remove pigeon feces from loft
REASON: Unforeseen Condition
REQUESTED BY: Riverside Community College District
COST: \$ 11,135
- #12 DESCRIPTION: COR 60
Add power and controls to clock tower
REASON: Architectural oversight
REQUESTED BY: Riverside Community College District
COST: \$ 5,297
- #13 DESCRIPTION: COR 61
Replace lighting to the outside amphitheater

REASON: Architectural oversight
REQUESTED BY: Riverside Community College District
COST: \$ 13,511

#14 DESCRIPTION: COR 63
Tree removal and trimming
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$ 10,393

#15 DESCRIPTION: COR 64
Replace west side exterior lights
REASON: To match proposed historic fixtures at all other entrances
REQUESTED BY: Riverside Community College District
COST: \$ 5,536

#16 DESCRIPTION: COR 66
Replace walkway poles on west side and interior courtyard of project
REASON: Existing poles deteriorating
REQUESTED BY: Riverside Community College District
COST: \$ 39,527

#17 DESCRIPTION: COR 67
Hook up electrical pumps, chiller, fan coil unit, switch and plugs
REASON: Architect oversight
REQUESTED BY: Riverside Community College District
COST: \$ 13,624

#18 DESCRIPTION: COR 68
Remove and replace concrete, south of vestibule
REASON: Concrete deteriorating, water leaking into easement below
REQUESTED BY: Contractor
COST: \$ 11,386

#19 DESCRIPTION: COR 71
Remove outdoor amphitheater lights to properly plaster the area
REASON: Plastering area
REQUESTED BY: Contractor
COST: \$ 954

#20 DESCRIPTION: COR 73
Repair stairs by filling concrete wall at stair case to make equal height
REASON: To meet code. Wall height varies from 30" to 36"
REQUESTED BY: Contractor

COST: \$ 2,708

#21 DESCRIPTION: COR 78
Relocate temporary fencing
REASON: Tripping hazard
REQUESTED BY: Campus Police and Facilities
COST: \$ 1,475

#22 DESCRIPTION: COR 84
Paint added downspouts
REASON: Architectural oversight
REQUESTED BY: Contractor
COST: \$ 320

#23 DESCRIPTION: COR 91
Framing and drywall changes for new door, room #208A
REASON: Architectural oversight
REQUESTED BY: Contractor
COST: \$ 1,112

Total amount \$1,030,080.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: May 15, 2007

Subject: Norco Phase III Industrial Technology Project – Amend Architect Agreement

Background: On December 15, 1987, Riverside Community College District employed tBP Architecture (then known as The Blurock Partnership) for off site and on site development and construction of Norco Phase I, Phase II and Secondary Effects projects. On January 16, 2001, the Board of Trustees approved extending the agreement between tBP Architecture for submittal of the Final Project Proposal (FPP) through construction and occupancy of the Phase III Norco/Industrial Technology Project.

Staff is now requesting the Board's approval of an amendment to the January 16, 2001 agreement with tBP Architecture for Phase III Norco/Industrial Technology Building to include Furniture, Fixtures and Equipment (FF&E) Design Services. The Industrial Technology Building is approximately 44,862 square feet and includes Instructional Spaces (i.e. Lecture/Lab classrooms) and Non-Instructional Spaces (i.e. Offices/Workstations, Meeting Rooms, Storage).

The FF&E Design Services will be a fixed fee of \$65,500, plus \$7,533 for reimbursable expenses. The FF&E package will be developed in four phases as follows:

- | | |
|---------------------------|----------|
| 1) Schematic Design | \$9,825 |
| 2) Design Development | \$16,375 |
| 3) Construction Documents | \$22,925 |
| 4) Field Installation | \$16,375 |

Expenses for these services are included in the project budget.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the Agreement with tBP Architecture in the amount of \$73,033 for FF&E Design Services and authorize the Vice Chancellor, Administration and Finance to sign the amendment with the provision that the Vice Chancellor, Administration and Finance may extend the termination date of the agreement without a formal amendment to the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AMENDMENT TO THE AGREEMENT
DATED JANUARY 16, 2001
BETWEEN
tBP ARCHITECTURE
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Norco Phase III/Industrial Technology Project)

This Agreement shall be amended this date, May 15, 2007, as follows:

The term of this agreement shall be from January 16, 2001, to December 31, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of tBP Architecture.

Scope of Work:

tBP shall provide the following additional scope of work:

Furniture, Fixtures and Equipment (FF&E) Design Services for the Phase III- Norco/Industrial Technology Building. FF&E Design Services will be a fixed fee of \$65,500 plus \$7,533 for reimbursable expenses. The furniture package will be developed in four phases (breakdown below):

- | | |
|---------------------------|----------|
| 1. Schematic Design | \$ 9,825 |
| 2. Design Development | \$16,375 |
| 3. Construction Documents | \$22,925 |
| 4. Field Installation | \$16,375 |

Total additional compensation of this amended agreement shall not exceed \$73,033, including expenses. Payments shall coincide with original agreement dated January 16, 2001.

tBP Architecture

Riverside Community College District

Mathew W. Sommers, AIA
Vice President
2300 Newport Boulevard
Newport Beach, CA 92663

James L. Buysse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: May 15, 2007

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

Background: Attached for the Committee's review and consideration is a proposed "Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, Resolution No. 41-06/07." This matter was discussed at the April 16, 2007, Committee meeting and also, albeit briefly, at the April 17, 2007, Board of Trustees meeting. Mr. Jim Roth of UBS Investment Bank and Mr. Mark Farrell of Piper Jaffray will again discuss issuance options at the May 8, 2007, Committee meeting. Additionally, and also attached for the Committee's review and information, is the most recent "Measure C – Project Commitments" report and a Measure C-related cash flow projection through fiscal 2011.

Recommended Action: To be determined.

Salvatore G. Rotella
Chancellor

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

RESOLUTION NO. 41-06/07

RESOLUTION OF THE BOARD OF TRUSTEES OF RIVERSIDE COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT (RIVERSIDE COUNTY, CALIFORNIA) ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES 2007C

WHEREAS, a duly called municipal election (the "Election") was held in the Riverside Community College District (the "District"), Riverside County (the "County"), State of California, on March 2, 2004 at which the following proposition ("Measure C") was submitted to the qualified electors of the District:

"To improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology academic classrooms/laboratories; expand public safety, police, firefighting, paramedics and healthcare training facilities; repair, acquire, construct, equip buildings, sites, classrooms; shall Riverside Community College District issue \$350,000,000 in bonds, at legal rates, with no proceeds going to the State, all funds remaining locally, independent citizen oversight, guaranteed annual audits, and no money for administrators' salaries?"

WHEREAS, at such election, Measure C received the affirmative vote of more than fifty-five percent of the voters of the District voting on the proposition, as certified by the Registrar of Voters of the County in the official canvassing of votes;

WHEREAS, the Board of Supervisors of Riverside County (the "County") has issued on behalf of the District (i) an aggregate principal amount of \$55,205,000 of Riverside Community College District (Riverside County, California) General Obligation Bonds, Election of 2004, Series 2004A, and (ii) an aggregate principal amount of \$9,795,000 of Riverside Community College District (Riverside County, California) General Obligation Bonds, Election of 2004, Series 2004B, both authorized pursuant to Measure C;

WHEREAS, at this time this Board of Trustees of the District (the "Board") has determined that it is necessary and desirable to issue the third series of such bonds in an aggregate principal amount not to exceed \$ _____ to be styled as "Riverside Community College District, Riverside County, California Election of 2004 General Obligation Bonds, Series 2007C" (the "Bonds");

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), the Bonds are authorized to be issued for the purposes set forth in the ballot submitted to voters at the Election;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose. To raise money for the purposes authorized by voters of the District at the Election and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds in one or more series and orders such Bonds sold at one or more negotiated sales such that the Bonds shall bear interest at rates not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not to exceed \$_____.

SECTION 2. Paying Agent. This Board does hereby appoint the Paying Agent as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds on behalf of the District.

SECTION 3. Approval of Purchase Contract The form of Purchase Contract (the "Purchase Contract") by and between the District and UBS Securities LLC and Piper Jaffray & Co., as underwriters (collectively, the "Underwriters"), for the purchase and sale of the Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the Chancellor of the District, the Vice Chancellor, Administration and Finance of the District and such other officers or employees of the District as the Chancellor may designate (each, an "Authorized Officer"), each alone, are hereby authorized, for and in the name and on behalf of the District, to execute and deliver the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law, and that the Underwriters' discount, excluding original issue discount and costs of issuance paid by the Underwriters, shall not exceed 0.8% of the aggregate of principal amount of Bonds issued, plus reimbursement of reasonable out-of-pocket expenses of the Underwriters. The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriters to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriters and any such costs which the Underwriters agree to pay pursuant to the Purchase Contract, will equal approximately 2.0% of the principal amount of the Bonds. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$_____ and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 4. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contracts or in the Official Statement):

- (a) **“Accreted Interest”** means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.
- (b) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of any Capital Appreciation Bond and compounded semiannually on each February 1 and August 1 (commencing August 1, 2007), produces the Maturity Value on the maturity date.
- (c) **“Accreted Value”** means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on August 1, 2007 (unless otherwise provided in the Purchase Contract)) with respect to the Capital Appreciation Bonds at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.
- (d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.
- (e) **“Bond Payment Date”** means (unless otherwise provided by the Purchase Contract or the Official Statement) with respect to the Current Interest Bonds, February 1 and August 1 of each year, commencing August 1, 2007, and with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.
- (f) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Value for such bonds in the Official Statement.
- (g) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- (h) **“Current Interest Bonds”** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.
- (i) **“Denominational Amount”** means, with respect to the Capital Appreciation Bonds, the initial principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.
- (j) **“Depository”** means the securities depository acting as Depository pursuant to Section 5(c) hereof.
- (k) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

- (l) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Moody’s Municipal and Government; or Standard & Poor’s J.J. Kenny Information Services Called Bond Service.
- (m) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.
- (n) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.
- (o) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.
- (p) **“Paying Agent”** means U.S. Bank National Association, or such financial institution that the Chancellor of the District appoints and who is named as Paying Agent in the Official Statement.
- (q) **“Principal”** or **“Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the Denominational Amount.
- (r) **“Record Date”** means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.
- (s) **“Securities Depositories”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile transmission: (212) 855-7320.
- (t) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.
- (u) **“Transfer Amount”** means, with respect to any Outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.

SECTION 5. Terms of the Bonds.

(a) **Denomination, Interest, Dated Dates.** The Bonds shall be issued as bonds registered as to both Principal and interest, in the denominations of, with respect to the Current Interest Bonds, \$5,000 Denominational Amount or any integral multiple thereof (except for one odd denomination), and with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination). The Bonds will be initially registered to “Cede & Co.”, the Nominee of the Depository Trust Company, New York, New York.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial delivery. Capital Appreciation Bonds will not bear interest on a current basis.

Each Current Interest Bond shall be dated the date of initial delivery or such other date as shall appear in the Purchase Contract or the Official Statement (the "Dated Date"), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2007, in which event it shall bear interest from the Dated Date.

The Bonds shall bear interest or accrete interest at a rate or rates such that the interest rate shall not exceed the maximum rate permitted by law. Interest shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Bonds shall be dated the date of initial delivery of such bonds and mature in the years and shall be issued in the aggregate Denominational Amount set forth in the Purchase Contract and shall have an interest rate and shall have Denominational Amounts per each five thousand dollars (\$5,000) in Maturity Value as shown in the Accreted Value Table appended to the Official Statement; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District and approved by the Bond Insurer by application of the definition of Accreted Value set forth in Section 4 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

(b) Redemption.

(i) Optional Redemption. The Bonds are subject to optional redemption prior to their stated maturity dates as provided in the Purchase Contract.

(ii) Mandatory Redemption. Unless otherwise provided in the Purchase Contract, the Term Bonds are subject to mandatory redemption from moneys in the Debt Service Fund established in Section 11 hereof prior to their stated maturity date, at the Principal Amount or Accreted Value thereof without premium, on each August 1, as set forth in the Purchase Contract and in the Official Statement described below.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent identified below, upon written instruction from the District, shall select Bonds for redemption as so directed by the District and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 (except for one odd denomination, if any) or any integral multiple thereof and the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof (except for one odd denomination, if any).

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 5(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption

will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depositories.

(c) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b)(i) and (ii) hereof, together with interest accrued or accreted to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such

redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Definitions. As used in this Section, the terms set forth below shall have the meanings ascribed to them:

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository, and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(ii)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such

Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(ii)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(3), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution

and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the owners of the Bonds.

SECTION 6. Execution of Bonds. The Bonds shall be signed by the President of the Board by manual or facsimile signature and countersigned by the manual or facsimile signature of and the seal or facsimile seal of the District, if any, affixed thereto by the Clerk of the Board or the Secretary to the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 7. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Accreted Value of or Principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Paying Agent only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence is satisfactory to the Paying Agent and indemnity for the Paying Agent,

the District (including the Board of Trustees, and its officials, officers, agent and employees) satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Bond Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent on or before February 1 and August 1 of each year. The cancelled Bonds shall be retained for two years, then destroyed by the Paying Agent.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 8. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount or Maturity Value of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of, and redemption premiums, if any, payable on the Current Interest Bonds and the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The interest, Accreted Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is

hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* taxes levied on all property subject to such taxes within the District.

SECTION 9. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement.

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
ELECTION OF 2004 GENERAL OBLIGATION BOND, SERIES 2007CC

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum _____, ____ _____, 2007

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Riverside Community College District (the "District") in Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2007. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2007, in which event it shall bear interest from the date of initial delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the Paying Agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of \$_____ of bonds approved for the purpose of raising money for the purpose authorized by the voters of the District at the Election and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at an election held on March 2, 2004, upon the question of issuing bonds in the amount of \$350,000,000 and the resolution of the Board of Trustees of the District adopted on April 17, 2007 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligations

of the District, payable as to both Principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Section 15250 and 15252.

The bonds of this issue comprise \$_____ Principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent in Riverside , California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ at the option of the District as a whole or in part on any date, at a Redemption Price equal to the principal amount of the Current Interest Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory redemption from moneys in the Debt Service Fund prior to their stated maturity date, at the Principal Amount thereof without premium on each August 1, on and after August 1, 20__, in the Principal Amounts as set forth in the following table:

Redemption Dates

Principal Amounts

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of

any bond to be redeemed shall be in the Principal Amount of \$5,000 or some multiple thereof (except for one odd maturity, if any). If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Riverside Community College District, Riverside County, California, has caused this bond to be executed on behalf of the District and in official capacity by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
President, Board of Trustees

COUNTERSIGNED:

Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2007.

By: U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____
this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

Secretary, Board of Trustees

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
ELECTION OF 2004 GENERAL OBLIGATION BOND, SERIES 2007C

ACCRETION RATE: MATURITY DATE: DATED AS OF: CUSIP
 August 1, _____ Date of Delivery

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Riverside Community College District (the "District") in Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2007, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denomination Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the Paying Agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This bond is one of an authorization of \$_____ of bonds approved for the purpose of raising money for the purpose authorized by voters of the District at the election to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at an election held on March 2, 2004 (the "Election"), upon the question of issuing bonds in the amount of \$350,000,000 and the resolution of the Board of Trustees of the District adopted on April 17, 2007 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligations of the District, payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Section 15250 and 15252.

The bonds of this issue comprise \$_____ Principal Amount of Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation Bonds, of which this bond is a part, in the Denominational Amount of \$_____ and the Maturity Value of \$_____.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Riverside Community College District, Riverside County, California, has caused this bond to be executed on behalf of the District and in official capacity by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
President, Board of Trustees

COUNTERSIGNED:

Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2007.

By: U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____
this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: __

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

Secretary, Board of Trustees

(Form of Legal Opinion)

SECTION 10. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 11. Deposit of Proceeds of Bonds. The proceeds from the sale of the Bonds, to the extent of the Denominational Amount and the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the "Riverside Community College District Election of 2004 General Obligation Bonds, Series 2007C Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property. The accrued interest and any premium received by the County from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Riverside Community College District Election of 2004 General Obligation Bonds, Series 2007C Debt Service Fund" (the "Debt Service Fund") for the Bonds and used only for payment of Accreted Value or Principal of and interest on the Bonds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in any lawful investment permitted by Sections 16429.1 and 53601 of the Government Code of the State of California (the "Government Code") or in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, in LAIF, or in a guaranteed investment contract with a financial institution or insurance company which has at the date of execution thereof one or more outstanding issues of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated not lower than the second highest rating category (without regard to subcategories) by Standard & Poor's Ratings Services and Moody's Investors Service.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "IRS Code"), interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Accreted Value or Principal of and interest on the Bonds when due.

SECTION 12. Rebate Fund.

(a) The District shall create and establish a special fund designated the "Riverside Community College District Election of 2004 General Obligation Bonds, Series 2007C Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the IRS Code, and the Treasury Regulations

promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the IRS Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the IRS Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the IRS Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District shall withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 13. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the Principal and Accreted Value of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the Principal and Accreted Value of and interest on the Bonds when and as the same fall due.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal and Accreted Value of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Principal of and Accreted Value of and interest on the Bonds. DTC will thereupon make payments of Principal and Accreted Value and interest on the Bonds to the DTC Participants who will thereupon make payments of Principal and Accreted Value and interest to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

SECTION 14. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the IRS Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 15. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District

have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

The Board further finds and determines that as a result of the issuance of the Bonds under the provisions of the Act, the overall outstanding general obligation bond debt of the District will be amortized in a more level manner.

SECTION 16. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 17. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of, interest or Accreted Interest on the Bonds, it shall become the owner of such Bonds with the right to payment of Principal, interest or Accreted Interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund (as hereinafter defined) is sufficient to pay all Bonds outstanding and designated for defeasance, including all Principal and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public

accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 19. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Bonds, and to pay the principal, redemption premium, in any, and interest thereon as and when the same become due.

SECTION 20. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints UBS Securities, LLC and Piper Jaffray & Co., as the Underwriters with respect to the Bonds, and Stradling, Yocca, Carlson & Rauth, a Professional Corporation, as bond counsel to the District, with respect to the Bonds.

(c) The provisions of this Resolution as they related to the terms of the Bonds may be amended by the Purchase Contract and the Official Statement.

SECTION 21. Resolution to Treasurer-Tax Collector. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of Riverside County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 22. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 17th day of April, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Riverside Community College District

Attest:

Secretary to the Board of Trustees
Riverside Community College District

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Riverside Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on April 17, 2007, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April __, 2007

Secretary

Riverside Community College District
Measure C - Project Commitments Summary
Through February 28, 2007

Series A, Series B and Series A Refunding

8/3/2004 through 02/28/2007

Proceeds/Income

Series A and B Proceeds	\$	65,000,000	
Series A and B Premium		3,024,641	
Series A Refunding Premium		8,388,956	
FY 2004-2005 Interest Income		1,030,586	
FY 2005-2006 Interest Income		1,726,681	
FY 2006-2007 Interest Income (Projected)		1,500,000	
Energy Rebates - Utility Retrofit Project		<u>378,000</u>	
Total Proceeds/Income			\$ 81,048,864

Project Commitments

Completed Projects	\$	28,592,518	
In-Progress or Initial Phase		<u>52,298,856</u>	
Total Project Commitments			<u>80,891,374</u>
Uncommitted Balance for Series A, Series B and Series A Refunding			<u>\$ 157,490</u>

**Riverside Community College District
Measure C - Project Commitments
Through February 28, 2007**

Backup VI-B-6
May 15, 2007
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<u>Project</u>	<u>Project Funding Source</u>					
	<u>Board Approved</u>			<u>Actual</u>		<u>Actual Measure C Expenditures thru 02/28/07</u>
<u>Completed</u>	<u>Projects Series A&B and Series A Refunding</u>	<u>Board Approved Projects Future Measure C Series Issuance</u>	<u>Additional Funding Needed</u>	<u>Actual and Projected State Funding</u>	<u>Total Estimated Project Funding</u>	
Issuance Related Expenditures	\$ 14,536,023	\$ -	\$ -	\$ -	\$ 14,536,023	\$ 14,536,023
Bridge Space	1,175,132	-	-	-	1,175,132	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000	349,000
MLK Renovation	1,010,614	-	-	4,428,597 a	5,439,211	1,010,614
Norco Campus Room Renovations	100,220	-	-	-	100,220	100,019
Swing Space	4,273,734	-	-	-	4,273,734	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,517,814	-	-	-	4,517,814	4,515,220
RCCD System Office Purchase (Heiting Building)	2,629,981	-	-	-	2,629,981	2,629,981
Total Completed Projects	\$ 28,592,518	\$ -	\$ -	\$ 4,428,597	\$ 33,021,115	\$ 28,589,724
<u>In-Progress or Initial Phase</u>						
District Computer/Network Upgrades	\$ 276,990	\$ -	\$ -	\$ -	\$ 276,990	\$ 183,443
Quad Modernization	8,764,444	-	-	4,019,766 a	12,784,210	3,021,920
Phase I - Parking Structure - Riverside	20,949,896	-	-	-	20,949,896	20,088,839
Phase III - Norco	918,785	-	1,360,215	20,484,275 p	22,763,275	591,971
Phase III - Moreno Valley	1,157,320	-	2,069,105	10,539,639 p	13,766,064	172,057
The Learning Center	6,007,605	-	-	2,444,632 p	8,452,237	1,206,314
ECS Secondary Effects - Moreno Valley	288,919	-	-	-	288,919	190,076
Nursing/Sciences Building - Riverside	4,721,604	361,082	9,454,314	57,572,000 p	72,109,000	731,720
Phase II - Wheelock PE Complex/Athletic Field - Riverside	194,546	-	-	14,559,519 p	14,754,065	190,631
Future Projects - Feasibility / Planning / Management / Undesignated	312,087	-	-	-	312,087	136,548
Scheduled Maintenance	633,817	-	-	341,075 s	974,892	633,817
Infrastructure Projects - Riverside/Norco/Moreno Valley	464,410	-	-	-	464,410	176,586
Hot Water Loop System - Moreno Valley	784,388	-	-	-	784,388	43,644
Emergency Phone Project	379,717	-	-	-	379,717	220,928
Utility Retrofit Project	5,576,094	600,000	-	-	6,176,094	1,034,668
Boiler Replacement - Moreno Valley	106,908	-	-	-	106,908	27,797
ECS Buidling Upgrade Project - Moreno Valley/Norco	625,327	-	-	-	625,327	13,300
Modular Redistribution Project	136,000	-	-	-	136,000	-
Riverside Food Services Remodel	-	583,070	-	-	583,070	-
Moreno Valley Food Services Remodel	-	1,956,615	-	-	1,956,615	-
Norco Campus Student Support Center	-	11,042,820	-	-	11,042,820	-
Total In-Progress or Initial Phase Projects	\$ 52,298,856	\$ 14,543,587	\$ 12,883,634	\$ 109,960,906	\$ 189,686,983	\$ 28,664,259
Total Projects	\$ 80,891,374	\$ 14,543,587	\$ 12,883,634	\$ 114,389,503	\$ 222,708,098	\$ 57,253,983

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

Riverside Community College District
Measure C - Project Commitments Summary
Through February 28, 2007

Backup VI-B-6
 May 15, 2007
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Series A, Series B and Series A Refunding Projects

8/3/2004 Through 02/28/2007

Completed

Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	
Cost of Issuance	1,751,434	
Debt Service	194,266	
Measure C Election Costs	98,238	
Total Issuance Related Expenditures		\$ 14,536,023
Bridge Space - Moreno Valley Campus	341,637	
Bridge Space - Norco Campus	359,401	
Bridge Space - RCCD System Office	69,911	
Bridge Space - Riverside Campus	404,183	
Total Bridge Space		1,175,132
District Phone and Voicemail Upgrades		349,000
MLK Renovation - Equipment	646,479	
MLK Renovation- Planning and Working Drawings	101,883	
MLK Renovation - Roof Repair	262,252	
Total MLK Renovation		1,010,614
Norco - Science & Technology Building Rooms 204-206 Remodel Project	30,127	
Norco - Library Building Room 123 Remodel Project	10,143	
Norco - Student Services Building, Room 107 Remodel Project	38,500	
Norco - Theater Room 203 Remodel Project	13,200	
Norco - Center for Applied Competitive Technology Remodel Project	8,250	
Total Norco Campus Room Renovations		100,220
Swing Space - Administration Building Remodel	186,100	
Swing Space - Lovekin Complex	3,958,309	
Swing Space - Business Education Building Remodel	129,325	
Total Swing Space		4,273,734
Phase I - Wheelock PE Complex/Athletic Field		4,517,814
RCCD System Office Purchase (Heiting Building)		2,629,981
Total Completed Projects		\$28,592,518

In-Progress or Initial Phase

District Computer Systems Upgrades	126,990	
District Network Upgrades	150,000	
Total District Computer/Network Upgrades		276,990
Quad Modernization - Building Project	5,681,990	
Quad Modernization - Equipment Project	2,563,000	
Quad Modernization - Planning and Working Drawings	519,454	
Total Quad Modernization		8,764,444
Phase I - Parking Structure (Riverside)		20,949,896
Phase III - Norco (Planning and Working Drawings)		918,785
Phase III - Moreno Valley (Planning and Working Drawings)		1,157,320
The Learning Center		6,007,605
ECS Secondary Effects - Moreno Valley		288,919
Nursing/Sciences Building (Planning and Working Drawings)		4,721,604
Phase II - Wheelock PE Complex/Athletic Field (Planning and Working Drawings)		194,546
Future Projects - Feasibility/Planning/Management/Undesignated		312,087

**Riverside Community College District
Measure C - Project Commitments Summary
Through February 28, 2007**

Backup VI-B-6
May 15, 2007
Page 32 of 33

Scheduled Maintenance		633,817
Infrastructure Projects		
Utilities	153,700	
IS	85,000	
Security	32,400	
Facilities Assessment	28,410	
Coordination	53,200	
Electrical / Fire Alarm	111,700	
Total Infrastructure Projects		464,410
Hot Water Loop System - Moreno Valley		784,388
Emergency Phone Installation		
District	10,000	
Riverside Campus	178,626	
Norco Campus	102,773	
Moreno Valley Campus	88,318	
Total Emergency Phone Installation Project		379,717
Utility Retrofit Project		
Riverside Campus	2,974,248	
Norco Campus	1,357,668	
Moreno Valley Campus	1,244,178	
Total Utility Retrofit Project		5,576,094
Boiler Replacement - Moreno Valley		106,908
ECS Building Upgrade Project - Moreno Valley/Norco		625,327
Modular Redistribution Project		
Norco Campus	63,000	
Moreno Valley Campus	73,000	
Total Modular Redistribution Project		136,000
Total In-Progress or Initial Phase Projects		52,298,856
Total Series A, Series B and Series A Refunding Projects		\$80,891,374

Future Measure C Series Issuance

Nursing / Sciences Building - Riverside		\$ 361,082
Utility Retrofit Project		600,000
Riverside Food Services Remodel		583,070
Moreno Valley Food Services Remodel		1,956,615
Norco Campus Student Support Center		11,042,820
Total Future Measure C Series Issuance		\$14,543,587

Riverside Community College District
 General Obligation Bonds (Measure C)
 Estimated Projects - Future Series Issuance Cash Flow Projections

Project Description		Initial Est		Est Project		Revised Est		
		Measure C Project Budget	1,492,395	Est Project Cost Escalation	Measure C Project Budget	Estimated Project Completion		
Continuing Projects - Additional Funding								
814 Center for Primary Education	1	1,492,395	-	-	1,492,395	2007/2008		
829 NORESO Utility Retrofit Improvement Project	1	600,000	-	-	600,000	2007/2008		
677 Phase III - Norco Industrial Tech	1	10,221,215	-	-	10,221,215	2008/2009		
812 Riverside Food Services Remodel		583,070	34,984		618,054	2008/2009		
813 Moreno Valley Food Services Remodel		1,956,615	117,397		2,074,012	2008/2009		
811 Physical Education Phase II - Wheelock		1,605,454	353,200		1,958,654	2009/2010		
836 Norco Campus Student Support Center		11,042,820	1,325,138		12,367,958	2009/2010		
626 Nursing/Sciences Building (Riv)	1	9,815,396	1,744,440		11,559,836	2010/2011		
676 Phase III - Moreno Valley Academic Svcs	1	2,072,680	248,722		2,321,402	2010/2011		
898 GO Bond Future Projects - Feasibility & Planning		455,000	36,400		491,400	Continuing		
Construction Management Services		765,000	61,200		826,200	Continuing		
Project Management Charges (Payroll)		568,048	45,444		613,492	Continuing		
Total Continuing Projects		\$ 41,177,693	\$ 3,966,925		\$ 45,144,618			

New Proposed Projects								
Public Safety, Law Enforcement (Ben Clark)		2,068,087	-		2,068,087	2007/2008		
ADA Compliance		6,000,000	360,000		6,360,000	2007/2008		
Riverside Network Operations Center		500,000	30,000		530,000	2007/2008		
Riverside Portables Redistribution		1,798,556	-		1,798,556	2007/2008		
Norco Portables		1,986,666	-		1,986,666	2007/2008		
MoVal Portables		1,448,769	-		1,448,769	2007/2008		
Norco Network Operations Center		2,000,000	120,000		2,120,000	2008/2009		
Moreno Valley Network Operations Center		2,000,000	120,000		2,120,000	2008/2009		
Norco Artificial Turf - Soccer Field		2,000,000	120,000		2,120,000	2008/2009		
Pool		5,000,000	-		5,000,000	2008/2009		
Physical Education Phase III - Bleachers / Lockers		5,000,000	300,000		5,300,000	2009/2010		
Physical / Life Science Secondary Effects		4,200,000	504,000		4,704,000	2010/2011		
Moreno Valley Parking Structure		16,000,000	1,920,000		17,920,000	2010/2011		
Total New Proposed Projects		\$ 50,002,078	\$ 3,474,000		\$ 53,476,078			
Totals		\$ 91,179,771	\$ 7,440,925		\$ 98,620,696			

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
PLANNING COMMITTEE

May 7, 2007 – 6:00 p.m.

Board Room AD 122, O.W. Noble Administration Building, Riverside City Campus

Committee Members: Janet Green, Committee Chairperson
Mark Takano, Vice Chairperson
Ray Maghroori, Vice Chancellor, Academic Affairs
Kristina Kauffman, Associate Vice Chancellor, Institutional
Effectiveness
Doug Beckstrom, Academic Senate Representative,
(Moreno Valley)
Richard Mahon, Academic Senate Representative (Riverside)
Gail Zwart, Academic Senate Representative
(Norco)
Jessica Bigueur, ASRCC Student Representative
Todd Wales, CTA Representative (Norco)
Fabian Biancardi, CTA Representative (Moreno Valley)
Gustavo Segura, CSEA Representative

AGENDA

VI. Board Committee Reports

C. Planning

1. Accountability Reporting for Community Colleges
- Committee to be presented with a review of the findings of the internal and external scan of the district, including scenarios and enrollment forecasts.
2. Comments from the public.

Adjourn

Prepared by: Naomi Foley
Administrative Assistant
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING

Report No.: VI-C-1

Date: May, 15, 2007

Subject: Accountability Reporting for Community Colleges

Background: Presented for the Board's review and consideration is a report by Charles McIntyre. Dr. McIntyre is concluding an internal and external scan of the district, including scenarios and enrollment forecasts. Dr. McIntyre will provide a review of his initial findings, discuss possible scenarios and explain how the findings can be used for planning purposes. A full written report will be completed by June 30, 2007.

Information Only.

Salvatore G. Rotella
Chancellor

Prepared by: Kristina Kauffman,
Associate Vice Chancellor, Institutional Effectiveness

Status, Findings May 07

PLANNING ASSISTANCE

FOR

RIVERSIDE COMMUNITY COLLEGE DISTRICT

STATUS AND PRELIMINARY FINDINGS

Chuck McIntyre
May 2007

<http://www.cap-esp.com>

cmcintyr@sierra.net, 916-489-9273

PLANNING ASSISTANCE FOR RCCD:

STATUS (May 2007)

Completed:

- *Community, Student and Staff Focus Groups; meetings with staff and community*
- *Virtually all external research, most internal research, design of simulation model*

Working on:

- *Drafts of papers on internal and external scans*
- *Refining model, and drafting paper on scenarios, simulations and implications*

MAJOR PRELIMINARY FINDINGS

External Scan

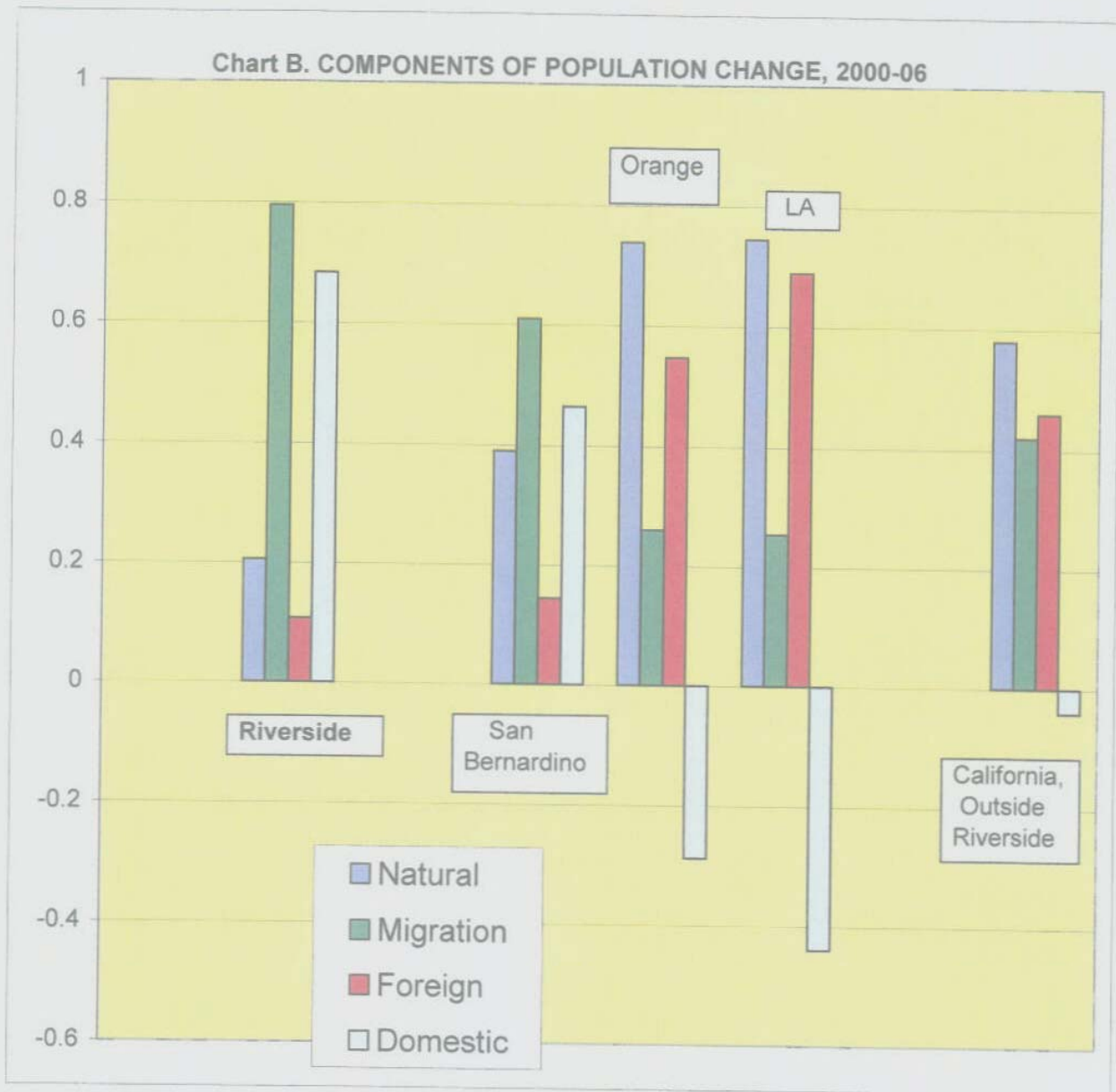
- RCCD area (**Chart A**) population growth in past six years (2000-06) 5% yearly.
 - vs. Riv.Co. (4%), SBCo (2.6%), OrCo (1.4%), LACo (1.3%), CA (1.5%)
 - Like San Bernardino County, but quite unlike the rest of California (**Chart B**)
- Last 15 years: Unincorporated area, Corona, Riverside City largest growers (**Chart C**)
- Next 15 years: rate slows, but numbers continue to be large in
 - Unincorporated areas, Moreno Valley and Riverside City
- RCCD area quite diverse: Perris, Mira Loma and Colton are most Hispanic and youngest with lowest incomes, while March AFB and Norco are opposite (**Chart D**)
- Corona and Norco have many working adults with high incomes (>Riverside City)
- RCCD HS Grads +5%, +4% next decade; others down from 2008-10 on (**Chart D2**)
- Area problems: Lack of skilled labor, jobs for householders, and commuting
- Just four major highways, but WRCOG fees and more MetroLink stations will help
- Younger students (“net generation”) now enter RCCD with more IT and media skills
- CA economic growth slows in 2007 (housing, energy prices), up in 2008, slows 2011
- “Top” area industries: logistics, construction, health, education, finance, biotech
- (>CA) area construction, trade, logistics, K-12 – less IT, sci&tech, finance (**Chart E**)
- More growth (50%>CA) – in manufacturing, self-employment, wholesale, logistics
- Job openings: trade, business, construction, education, health, hospitality (**Chart F**)
- Most area jobs for BA/BS: managers, accountants/auditors, K-12 teachers (**Chart G**)
- Most jobs for PSE: 1stLineSups, carpenters, truckers, nurses, TAs, CSRs, salesReps
- State budget unbalanced, college funding high, SB 361 change, “P98 initiative” 2/08
- Learning: more proactive, in “communities,” with accountability (AB1417), and curriculum change (?)

Internal Scan

- After 2001 jump, evening and part-time enrollment down in 2003 from fee, HS, ... repeats periodic cycles 1982, 1993, 2003, each followed by upswing (**Chart H**)
- RCCD enrollment = f (student costs, adult population, RCCD campuses and budget)
- After 2001 peak, RCCD-going (market penetration) at one of 3 low points (**Chart I**)
- *Highest* going rates: MVEast, Eastvale, Woodcrest, Corona SE, RCC/MV campuses
Lowest: Perris W, March AFB, Corona SW, Norco, Mira Loma (**Chart J**)
- Recent access down: *most* in 2003, for Males, 55+; *least* for Females, <25 (**Chart K**)
- College-going from area *high schools* is up at RCCD, down at UC, CSU (**Chart L**)
- Cross-term *retention* in 2005 = 1996; 100% online success < FTF, Hybrid (**Chart M**)
- RCCD *transfer* rates: actual < COCCC predicts, but > neighbors and CACCs (**Chart N**)
- *Workforce* programs: “small” in business, RN, construction, culinary, auto tech;
“large” in Administration of Justice, Arts/Media/E, CIS/Apps, PE, ECE;
“needed” in logistics, trucking, manufacturing, constr. trades, supervision (**Chart O**)
- Recent *delivery*: RCC only -22%, MultiC -44%; OpenC +50%, HS +89% (**Chart P**)
- Students say...to be added...
- Community says...to be added...
- Staff say...to be added...
- *Finance*: RCCD \$/FTES < CACCs by 1/10 since 1985; balances now same (**Chart Q**)
- Current RCCD \$/FTES very low with 2 small campuses: 5-6,000 FTES (**Chart R**)

Scenarios, Simulations and Implications

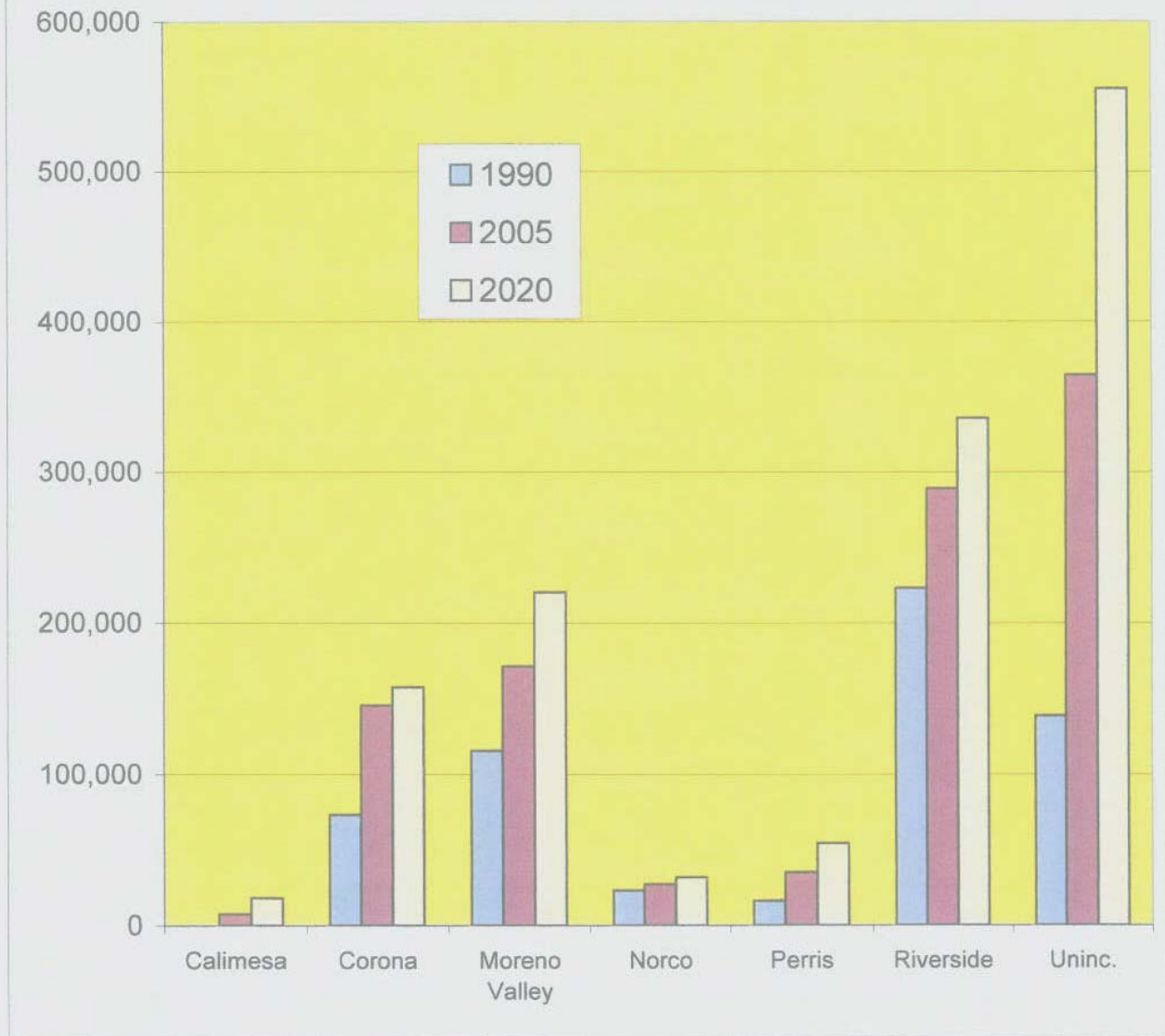
- Begin with 3 planning scenarios: A: optimistic status quo, B: pessimistic status quo, C: pessimistic with policy/practice changes; ...others can be added (**Chart S**)
- Simulations based on econometric model with several arguments (**Chart T**)
- Enrollment management should include macro as well as micro strategies (**Chart U**)
- Student price notes transportation and other relevant direct costs (**Chart V**)
- Delivery, scheduling, and curriculum, also are key to enrollment management
- Marketing strategies should identify niches, among other factors:
 - 55+ at Dos Lagos, Calimesa, Mira Loma, MAFT in CSReps, TAs, 1stLineSups...
 - <25 at Riverside and Val Verde high schools in management, finance, and teacher transfer programs
 - 25-54 from each campus area in high demand skills....



	ANNUAL GROWTH 2000-06	PROPORTIONS OF CHANGE COMPONENTS, 2000-06			
		Natural Increase	Migration Total	Foreign Immigration	Domestic Immigration
<i>Riverside County</i>	4.1%	21%	79%	11%	69%
<i>San Bernardino</i>	2.6%	39%	61%	15%	46%
<i>Orange</i>	1.4%	74%	26%	55%	-29%
<i>Los Angeles</i>	1.3%	75%	25%	69%	-44%
<i>California (non RivCo)</i>	1.5%	58%	42%	46%	-4%

Source: CA DOF (2007).

Chart C. POPULATION, RCCD AREAS, 1990, 2005, 2020



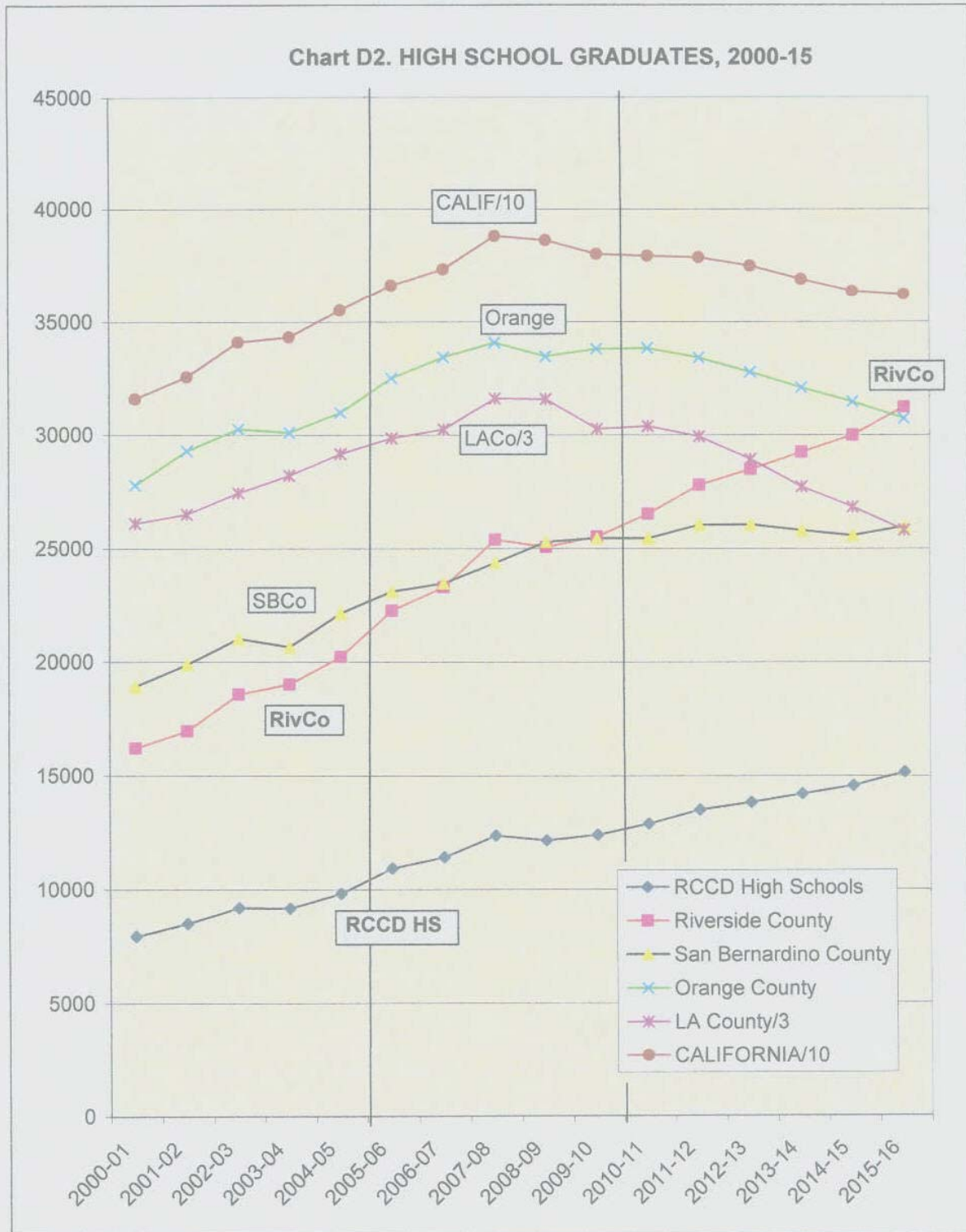
City/Area	LAST 15 YEARS			NEXT 15 YEARS			
	1990	Change	%Chg	2005	Change	%Chg	2020
Calimesa	0	7,490		7,490	10,777	144%	18,267
Corona	73,300	72,328	99%	145,628	11,928	8%	157,556
Moreno Valley	115,500	55,917	48%	171,417	48,973	29%	220,390
Norco	23,100	4,165	18%	27,265	4,787	18%	32,052
Perris	16,260	18,989	117%	35,249	19,203	54%	54,452
Riverside	223,300	65,677	29%	288,977	46,491	16%	335,468
Uninc.	138,618	225,455	163%	364,073	191,661	53%	555,734
TOTAL RCCD	590,078	450,021	76%	1,040,099	333,820	32%	1,373,919

Source: WRCOG (2007), Geolytics (2007), McIntyre (2007).

Chart D
 DEMOGRAPHICS OF RCCD COMMUNITIES, 2006

	92324 Colton	92320 Calimesa	92518 March AFB	92879-83 Corona	91752 Mira Loma	92551-57 Moreno Valley	92860 Norco	92570-71 Perris	92501-09 Riverside
Popn	67,081	8,146	983	202,065	26,272	186,567	29,996	82,868	481,400
HH	20,820	3,239	484	60,955	8,181	52,677	7,654	22,780	152,541
AveHH	3.2	2.5	2.0	3.3	3.2	3.5	3.9	3.6	3.2
Males	33,170	3,931	458	100,503	13,194	91,439	16,742	41,303	239,888
Females	33,911	4,216	525	101,562	13,077	95,128	13,254	41,564	241,513
White	52,744	7,655	796	163,528	23,963	125,148	26,733	63,867	390,835
Black	7,271	48	118	12,525	762	37,501	1,864	12,543	35,256
NatAm	1,069	71	11	2,133	389	2,026	252	1,402	6,161
Asian	4,390	146	28	17,748	452	14,175	535	2,629	34,071
PacIs/	258	24	4	1,070	127	1,517	70	386	2,885
2+	1,350	202	25	5,063	579	6,203	540	2,041	12,188
Hisp.	43,661	1,572	176	81750	13,025	81,621	7,804	48,241	211,485
NonH	23,420	6,574	807	120,315	13247	104946	22192	34627	269,915
<15	18,368	1,505	159	52,881	6,118	48,813	5,261	22,917	116,974
15-24	11,341	1,143	105	31213	4,380	34,687	3,878	14,724	80,362
25-54	27,822	2,989	244	88004	10,204	75,591	14,832	32,172	200,765
55+	9,550	2,509	475	29967	5,570	27,476	6,025	13,055	83,299
15+	48,713	6,641	824	149,184	20,154	137,754	24,735	59,951	364,426
Med / \$	39,257	40,082	67,828	67,433	33,108	52,101	60,055	34,511	47,724

Source: RCCD IR (2007), GeoLytics (2007), McIntyre (2007).



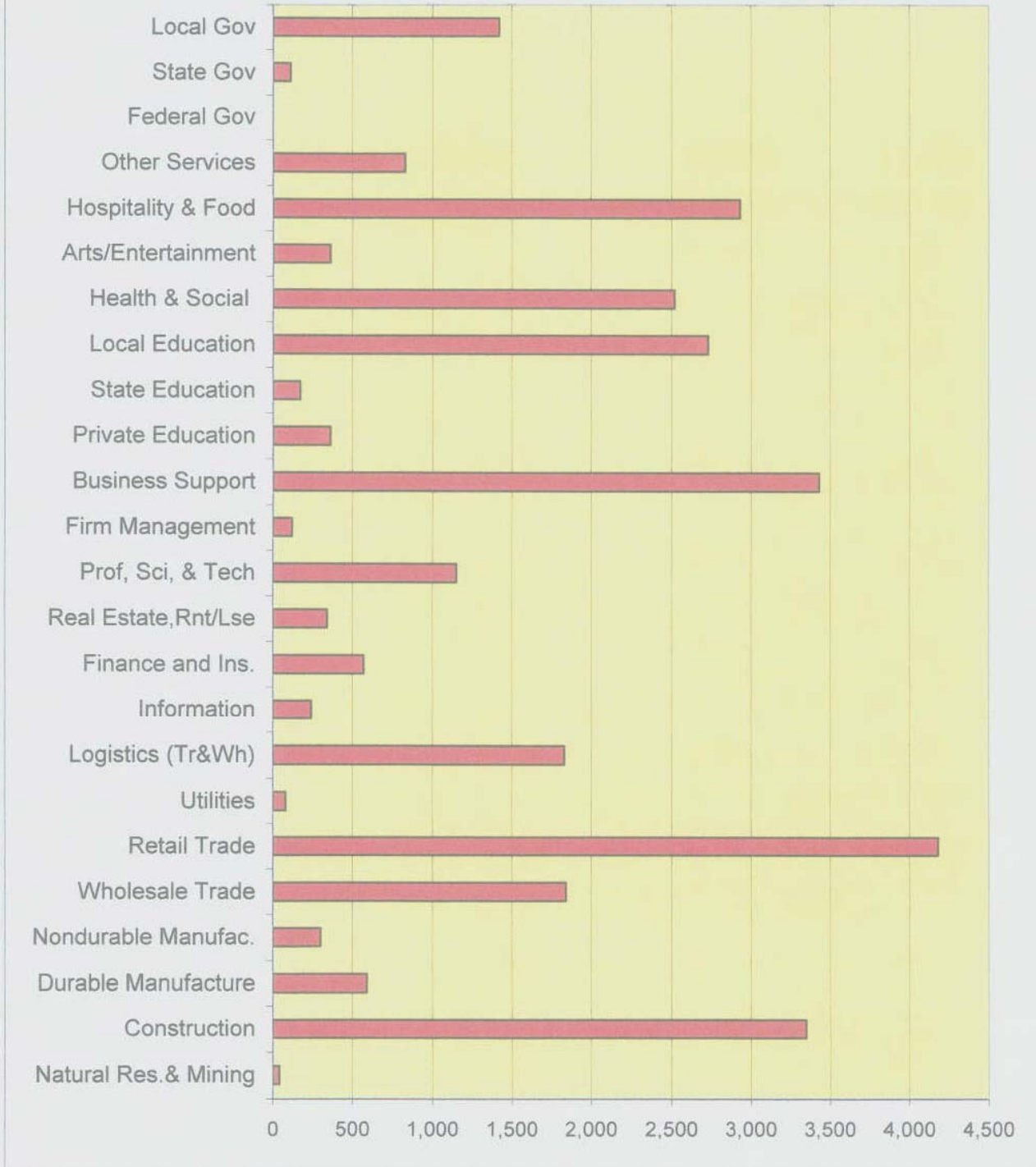
Source: RCCD IR (2007), CA SDE (2007), McIntyre (2007).

Chart E
INDUSTRY EMPLOYMENT, 2004-14

	R,S.B., ONT MSA				CALIFORNIA				RCCD Growth Rate xCA
	2004	%	2004-14 Chg.	%Chg	2004 (000s)	%	2004-14 Chg.	%Chg	
Total Employment	1,281,800	100%	309,100	24%	16,377	100%	2,637	16%	1.5
Self Employment	101,600	8%	16,100	16%	1,308	8%	91	7%	2.3
Unpaid Family	1,500	0%	-200	-13%	24	0%	-4	-15%	0.9
Total Farm	18,700	1%	-1,500	-8%	369	2%	-13	-4%	2.3
Total Nonfarm	1,160,000	90%	294,700	25%	14,530	89%	2,569	18%	1.4
Natural Res.& Mining	1,200	0%	400	33%	23	0%	1	4%	9.5
Construction	111,800	9%	33,500	30%	850	5%	163	19%	1.6
Durable Manufacture	85,500	7%	5,900	7%	976	6%	26	3%	2.6
Nondurable Manufac.	34,600	3%	3,000	9%	557	3%	3	1%	14.6
Wholesale Trade	45,600	4%	18,400	40%	655	4%	112	17%	2.4
Retail Trade	153,800	12%	41,800	27%	1,618	10%	276	17%	1.6
Utilities	5,000	0%	800	16%	56	0%	3	5%	3.1
Logistics (Tr&Wh)	50,500	4%	18,300	36%	427	3%	67	16%	2.3
Information	14,000	1%	2,400	17%	482	3%	87	18%	1.0
Finance and Ins.	28,000	2%	5,700	20%	626	4%	76	12%	1.7
Real Estate,Rnt/Lse	17,700	1%	3,400	19%	276	2%	34	12%	1.6
Prof, Sci, & Tech	31,000	2%	11,500	37%	911	6%	243	27%	1.4
Firm Management	11,600	1%	1,200	10%	227	1%	37	16%	0.6
Business Support	82,900	6%	34,300	41%	948	6%	318	34%	1.2
Private Education	13,400	1%	3,600	27%	263	2%	74	28%	0.9
State Education	9,500	1%	1,700	18%	207	1%	49	24%	0.7
Local Education	99,000	8%	27,300	28%	935	6%	195	21%	1.3
Health & Social	104,900	8%	25,200	24%	1,297	8%	317	24%	1.0
Arts/Entertainment	15,300	1%	3,600	24%	237	1%	54	23%	1.0
Hospitality & Food	101,400	8%	29,300	29%	1,202	7%	218	18%	1.6
Other Services	39,300	3%	8,300	21%	504	3%	84	17%	1.3
Federal Gov	17,300	1%	0	0%	251	2%	9	4%	0.0
State Gov	17,000	1%	1,100	6%	256	2%	14	5%	1.2
Local Gov	69,700	5%	14,200	20%	747	5%	109	15%	1.4

Source: EDD (2007).

**Chart F. ANNUAL INDUSTRY JOB OPENINGS,
2004-14 IN RIV,SB,ONT MSA**



Source: CA EDD (2007).

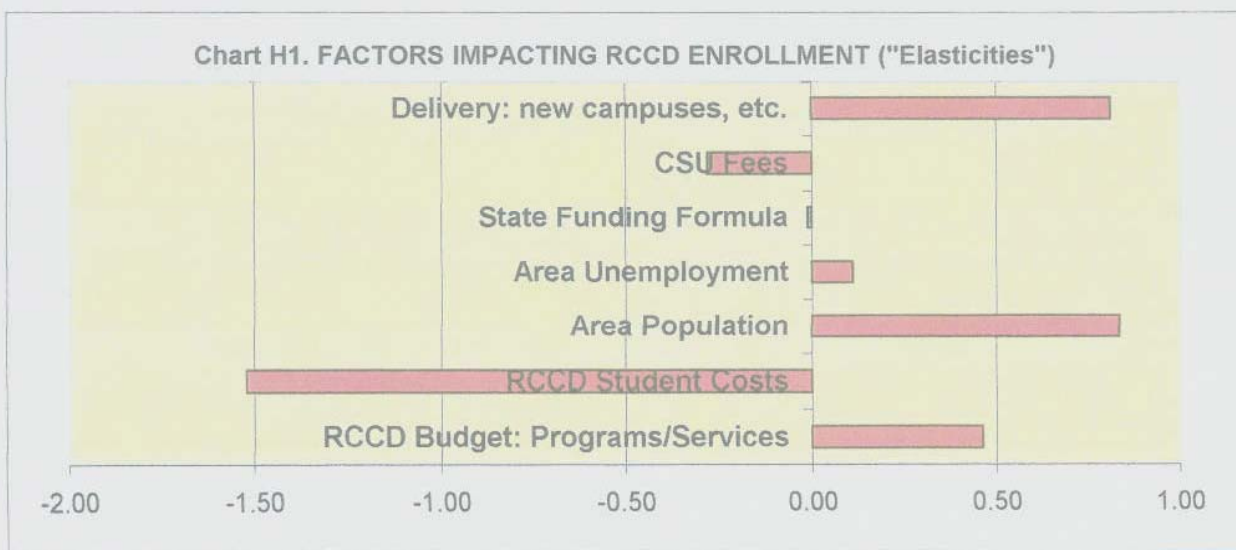
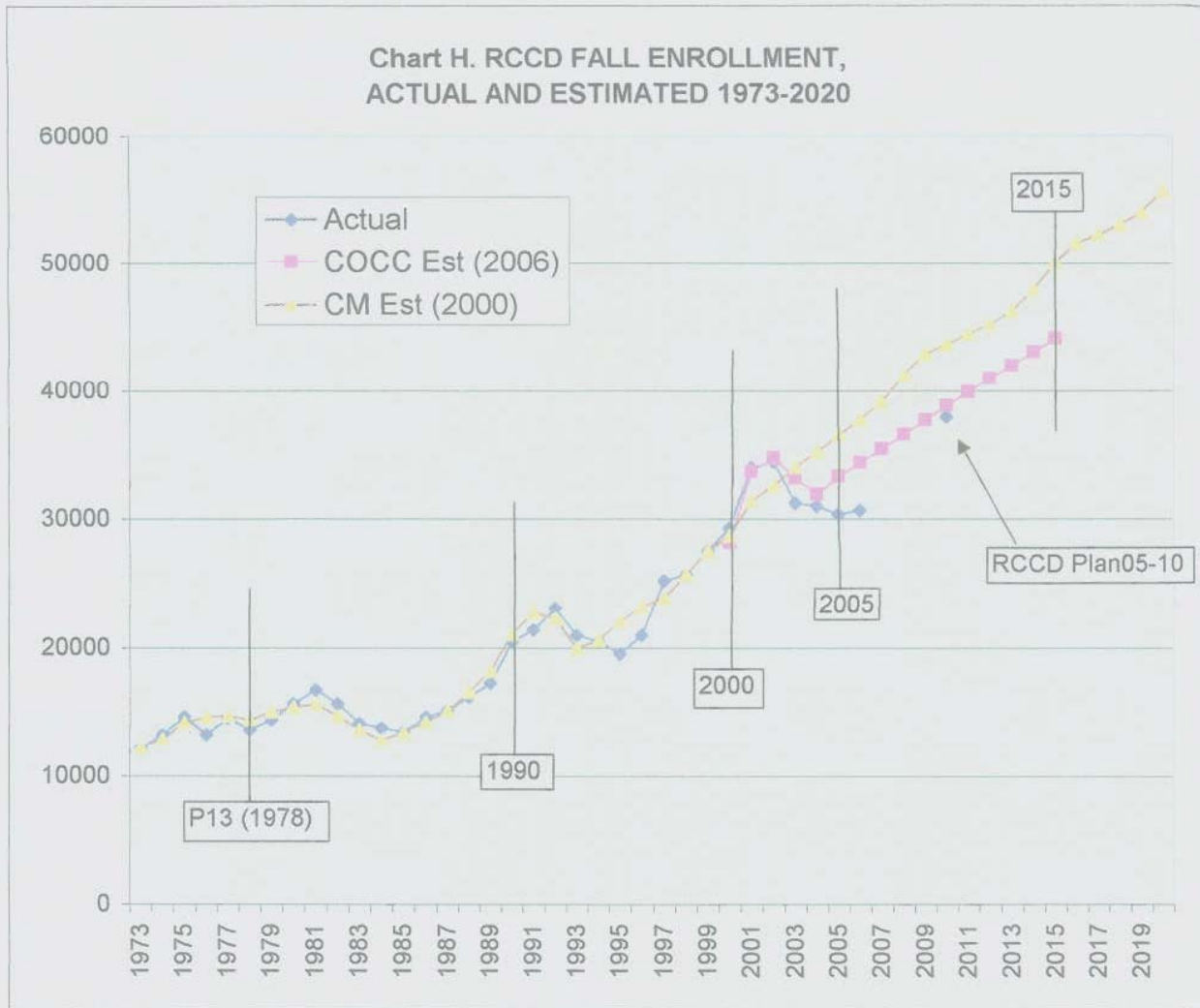
Chart G
RCCD "SHARE OF JOBS WITH MOST OPENINGS, 2004-14
RIVERSIDE, SAN BERNARDINO, ONTARIO MSA

<i>Job</i>	<i>Average Annual Openings*</i>	<i>Median Hourly Wage**</i>	<i>Approx CA Med Hr Wage</i>
Requiring Baccaalaureate Degree			\$30+
General and Operations Managers	380	\$41	
Accountants and Auditors	237	\$26	
Elementary School Teachers	201		
Secondary School Teachers	108		
Requiring PostSecondary Education			@\$20
Carpenters	467	\$22	
Truck Drivers, Heavy and Tractor-Trailer	377	\$19	
Registered Nurses	286	\$32	
Teacher Assistants	255		
Customer Service Representatives	248	\$14	
Sales Reps/Wholesale	188	\$26	
Bookkeeping and Accounting	178	\$16	
Maintenance and Repair Workers	173	\$16	
Automotive Mechanics	162	\$17	
Administrative Assistants	155	\$18	
Drywall and Ceiling Tile Installers	99	\$18	
Cement Masons and Concrete Finishers	94	\$18	
<i>Total First-Line Supervisors</i>	<i>671</i>	<i>\$19</i>	
First-Line Supervisors/Retail Sales	192	\$17	
First-Line Supervisors/Construction	177	\$27	
First-Line Supervisors/Office	174	\$20	
First-Line Supervisors/Food	128	\$12	
Less than PostSecondary Education			@\$10

Source: CA EDD (2007), McIntyre (2007).

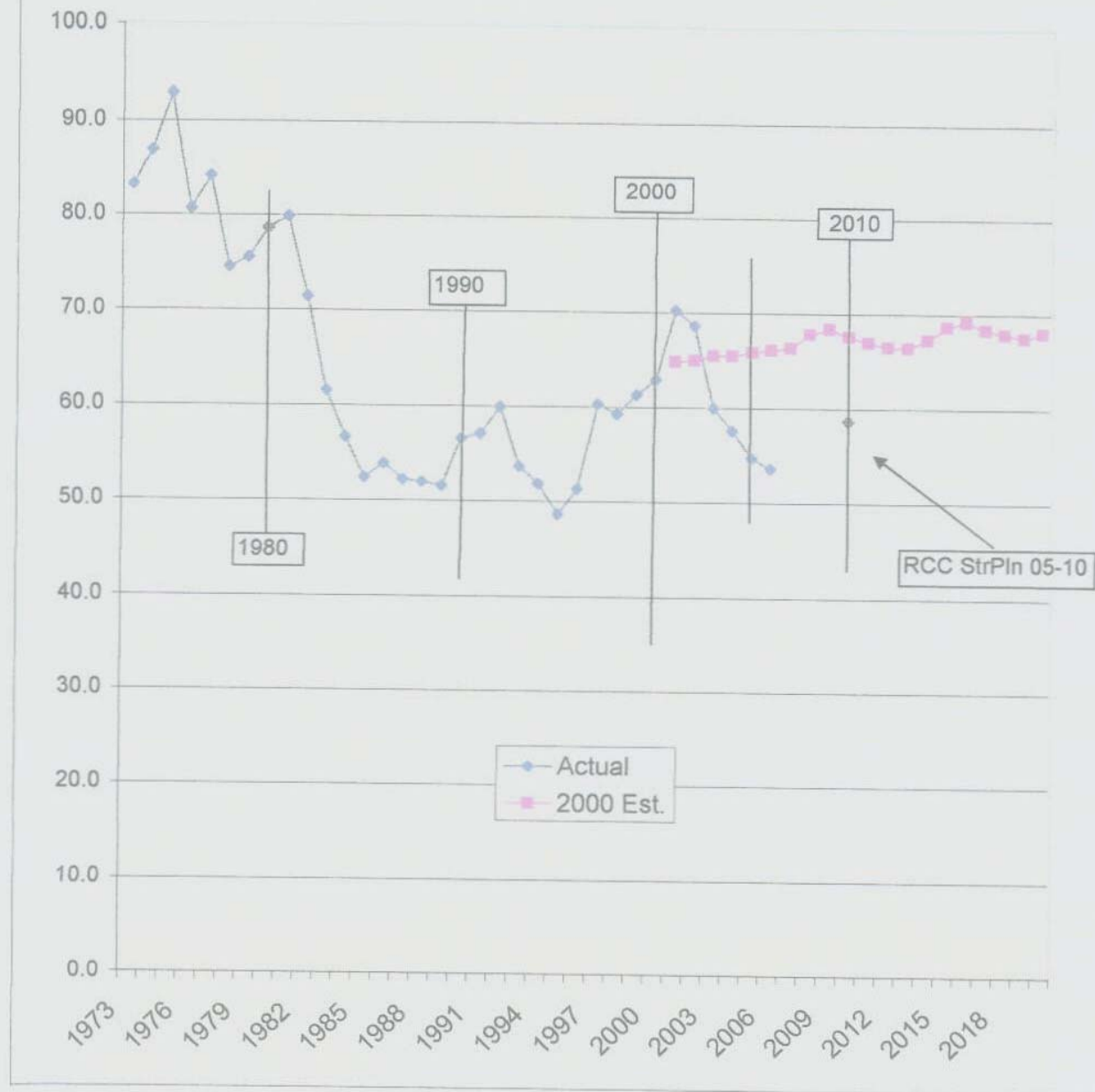
*Openings for Riverside, San Bernardino, and Ontario MSA, including new jobs and replacements, calculated at one-third of area labor market need to note the presence of other community colleges in the area.

**California minimum wage: \$7.50, to be \$8 in 2008.
 Federal minimum wage: \$5.15, to be \$7.25 in two years.
 Other states:
 5 have no minimum.
 18 equal the federal rate.
 29 greater than the federal rate.



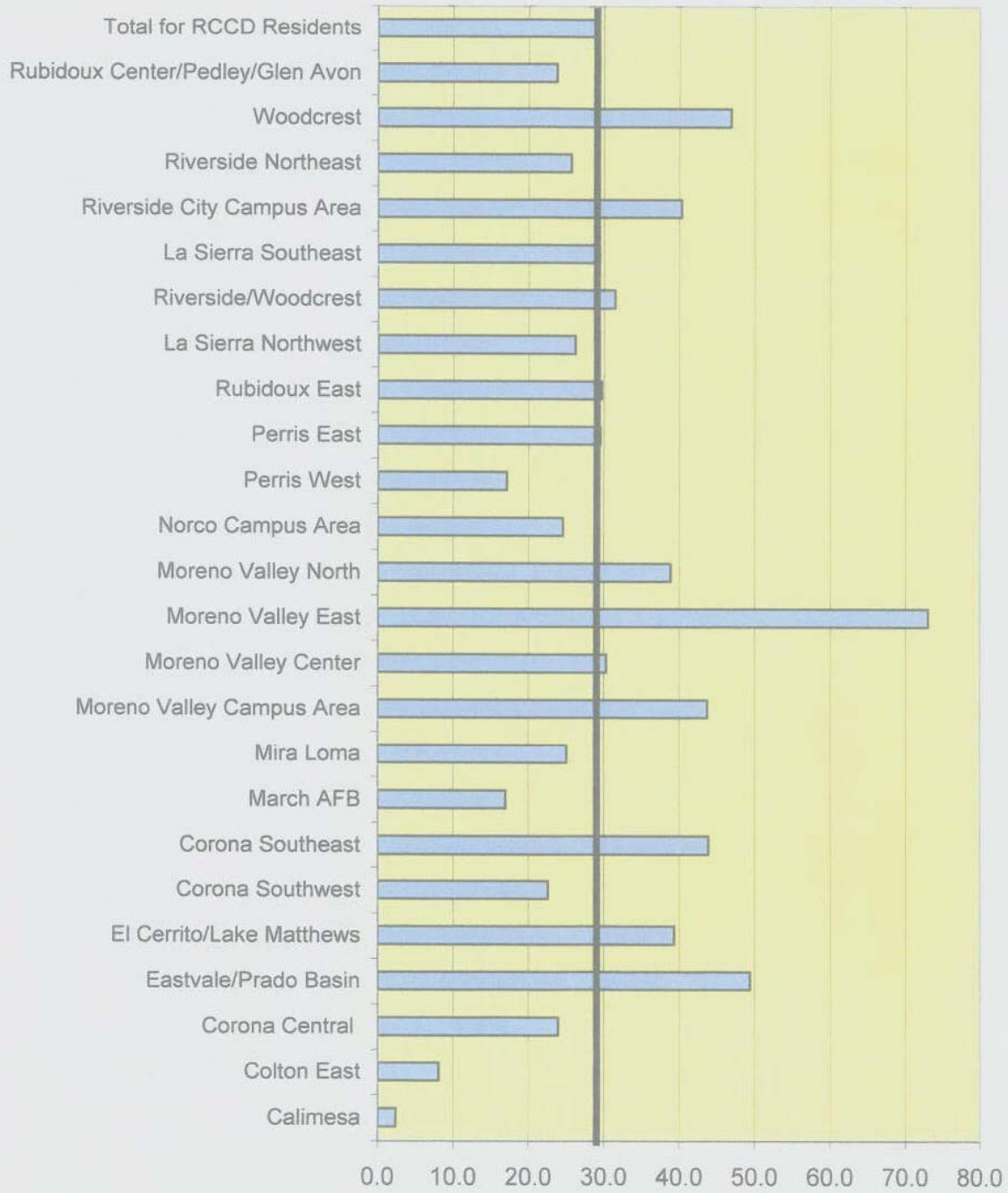
Source: McIntyre (2007).

Chart I. RCCD MARKET PENETRATION, 1973-2020
(Fall Resident + NonResident Enrollment per 1,000 Adults)



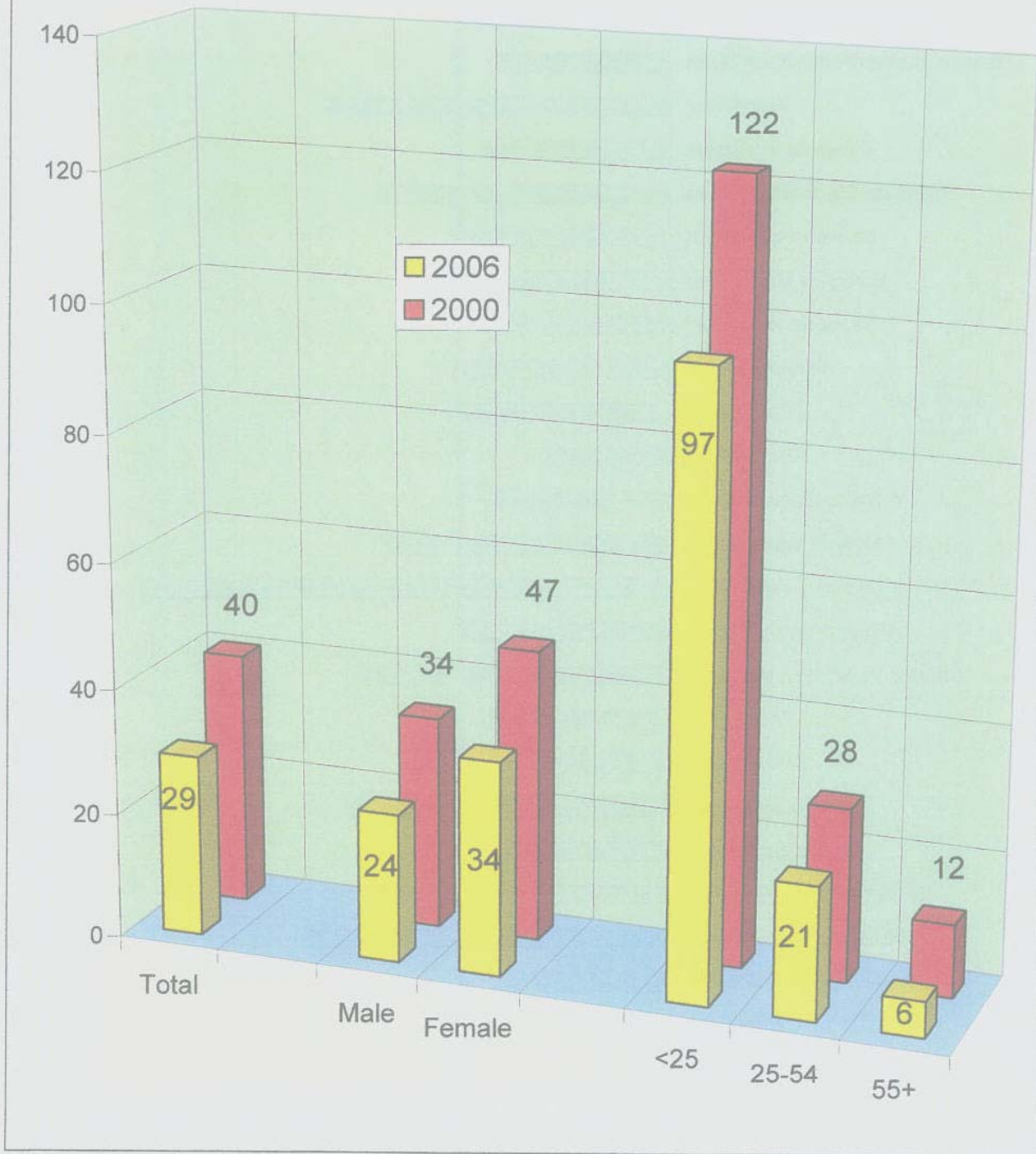
Source: McIntyre (2007).

Chart J. RCCD MARKET PENETRATION BY ZIP
(Fall 2006 Resident Enrollment per 1,000 15+Population)

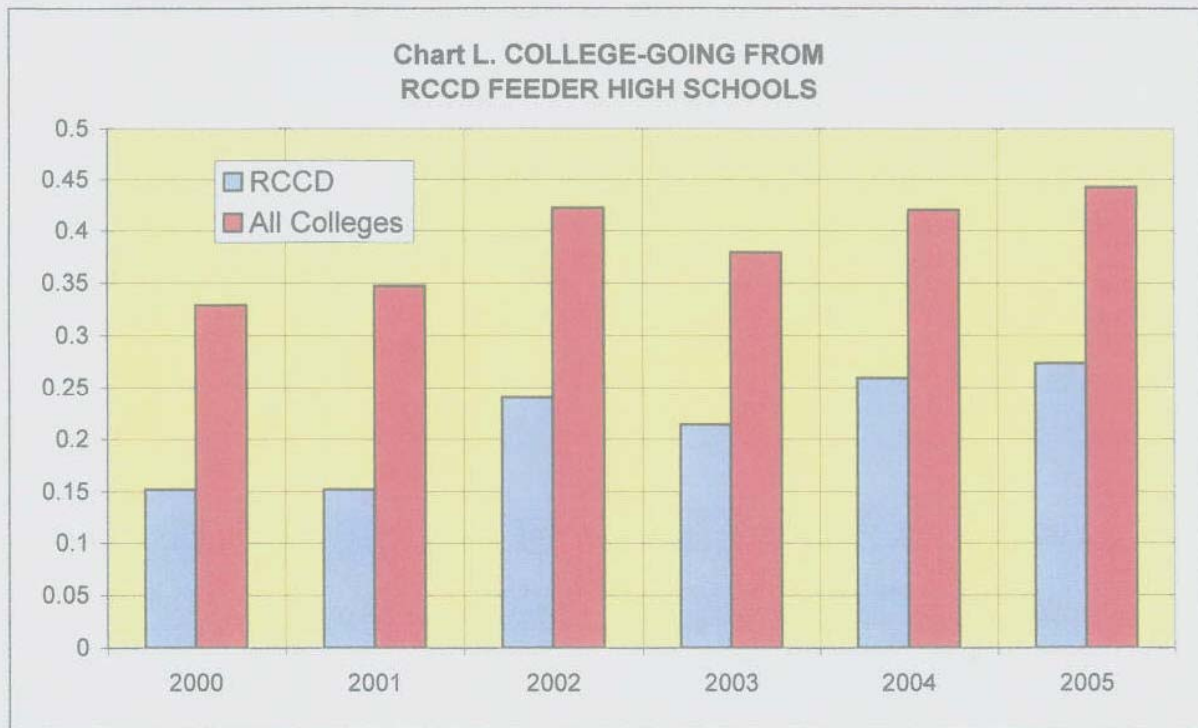


Source: RCCD IR (2007), Geolytics (2007), McIntyre (2007).

**Chart K. RCCD MARKET PENETRATION
(Fall Resident Enrollment per 1,000 Adults),
AGE AND GENDER, 2000 AND 2006**



Source: RCCD IR (2007), Geolytics (2007), McIntyre (2007).



RCCD FEEDER HIGH SCHOOLS

	College-Going Rate*	RCCD-going Rate*	Share
2000	0.329	0.152	46%
2001	0.347	0.152	44%
2002	0.422	0.240	57%
2003	0.379	0.214	56%
2004	0.420	0.259	62%
2005	0.442	0.273	62%

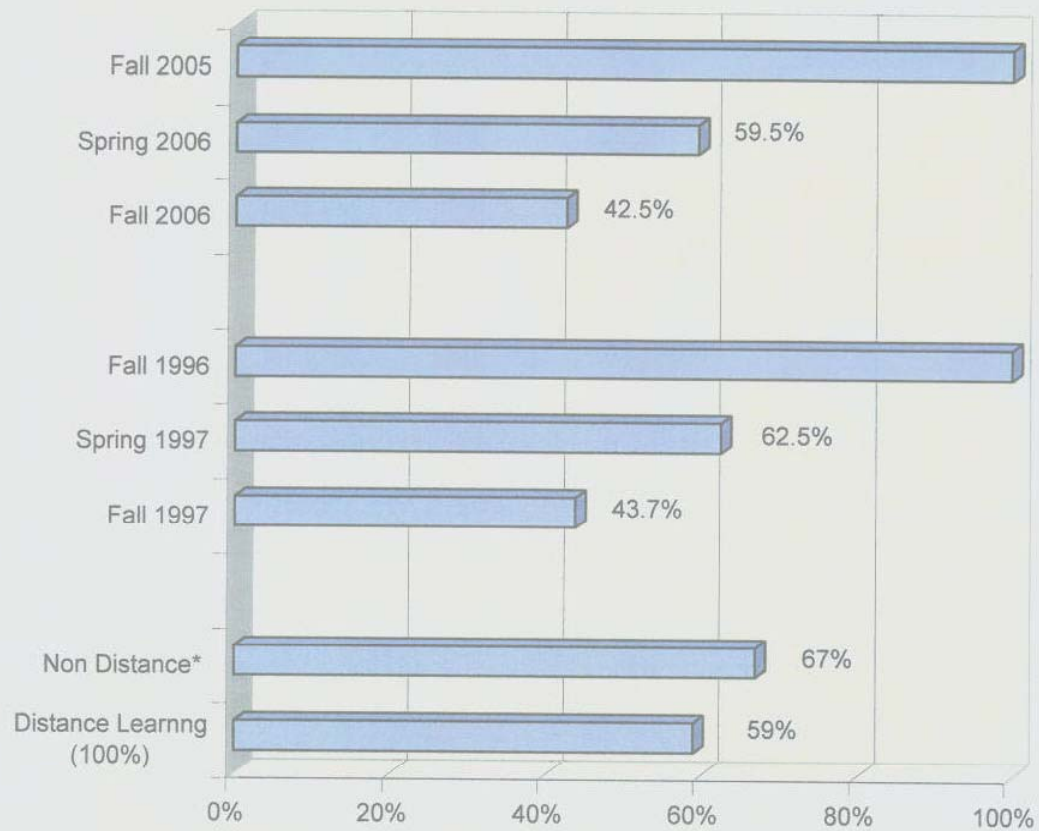
RCCD FEEDER HIGH SCHOOLS

College-Going Rates, 2004	
RCCD	0.259
Other CA CCs	0.027
CSU	0.069
UC	0.064

Source: RCCD IR (2007).

*Ratio of graduates <20 enrolled for first-time in Fall term.

**Chart M. RETENTION: Enrollment 1996-97 AND 2005-06;
 Class Success, Distance and Non-Distance, Fall 2006**



ENROLLMENT

<i>Fall 1996</i>	20,845	100%
<i>Spring 1997</i>	13,026	62.5%
<i>Fall 1997</i>	9,113	43.7%
<i>Fall 2005</i>	31,596	100%
<i>Spring 2006</i>	18,808	59.5%
<i>Fall 2006</i>	13,426	42.5%

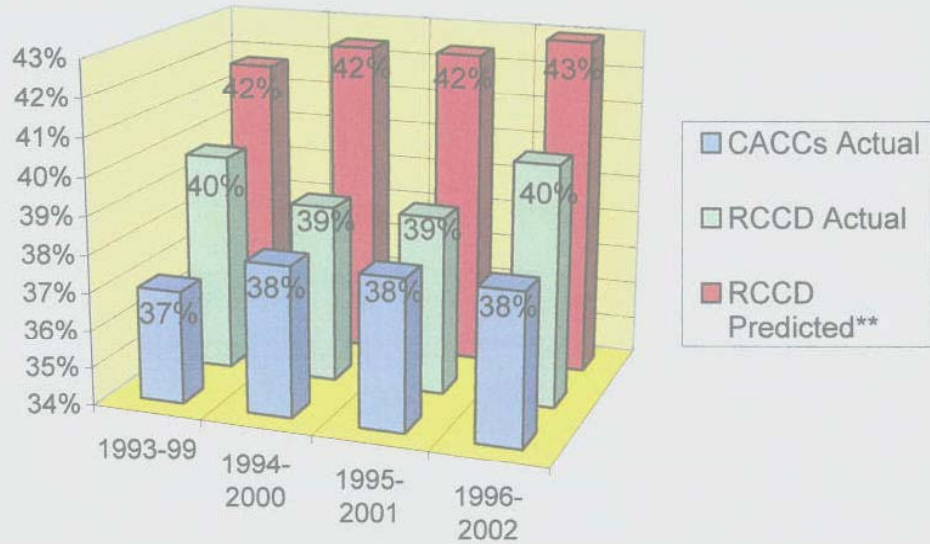
CLASS SUCCESS RATES, FALL 2006

Distance Learning (100%)	59%
Non Distance*	67%

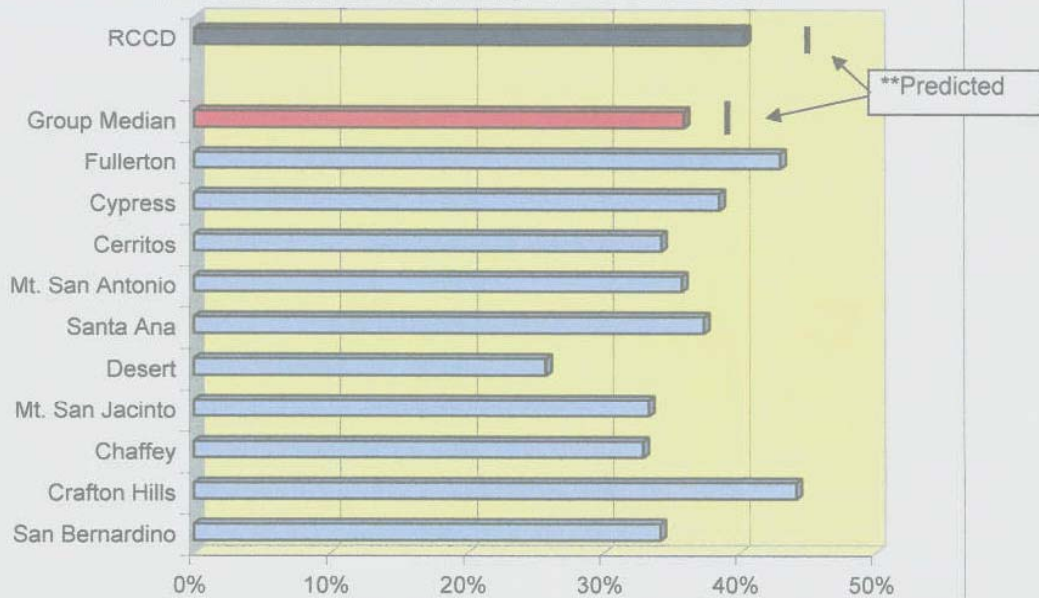
Source: RCCD IR (2007).

*Both face-to-face and hybrids (part online).

Chart N. TRANSFER: RCCD Rates Predicted, Actual 1993-2002 Cohorts; CACC Actual Rates, 1993-2002 Cohorts*



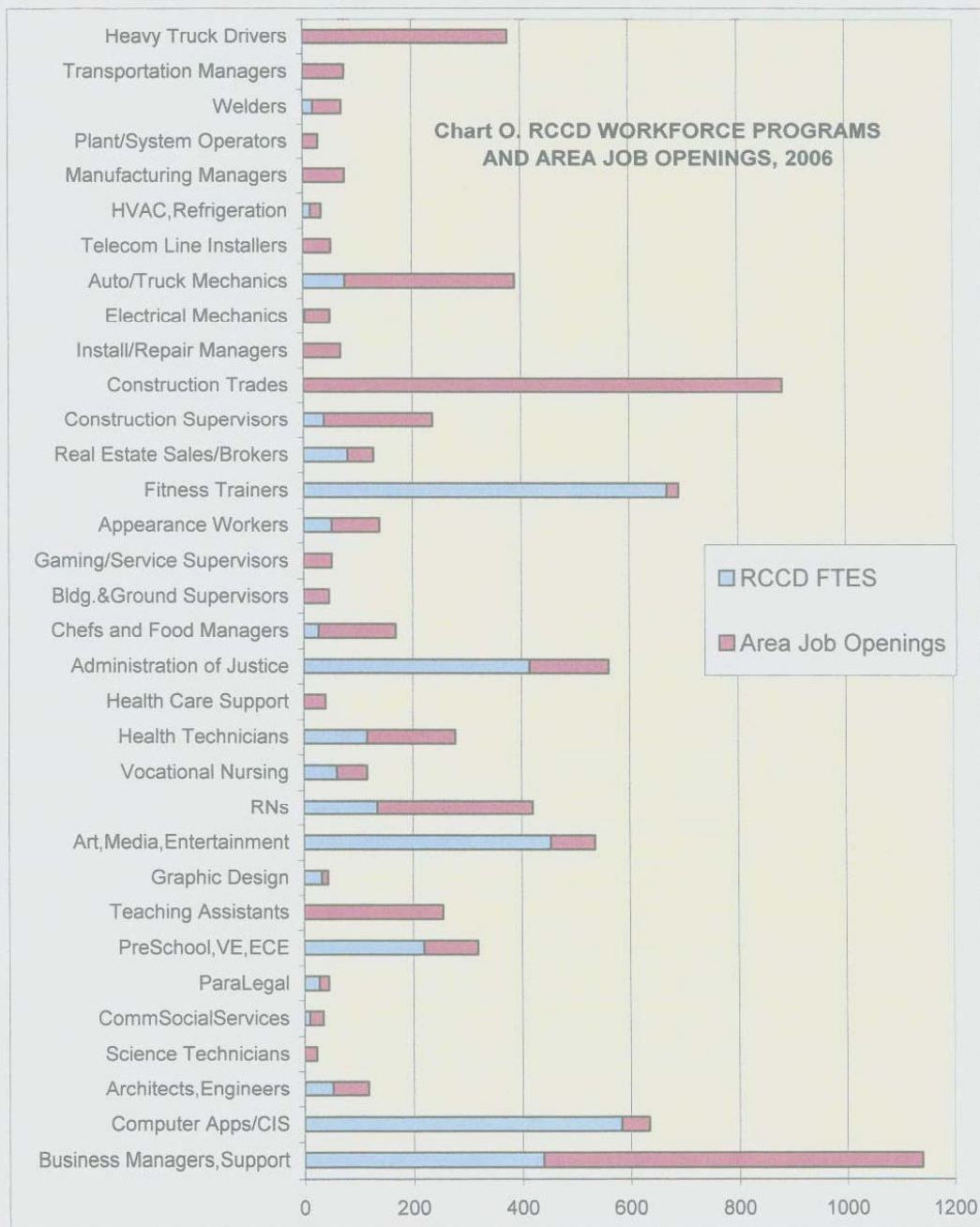
Actual Rates, Ten Area Colleges, 1996-2002 Cohort*



Source: COCCC (2007), McIntyre (2007).

*Cohorts with "transfer intent" (try Math or English, complete 12 units) followed six years.

**COCCC Prediction = f (students' age, preparation, financial ability, proximity to 4-year)

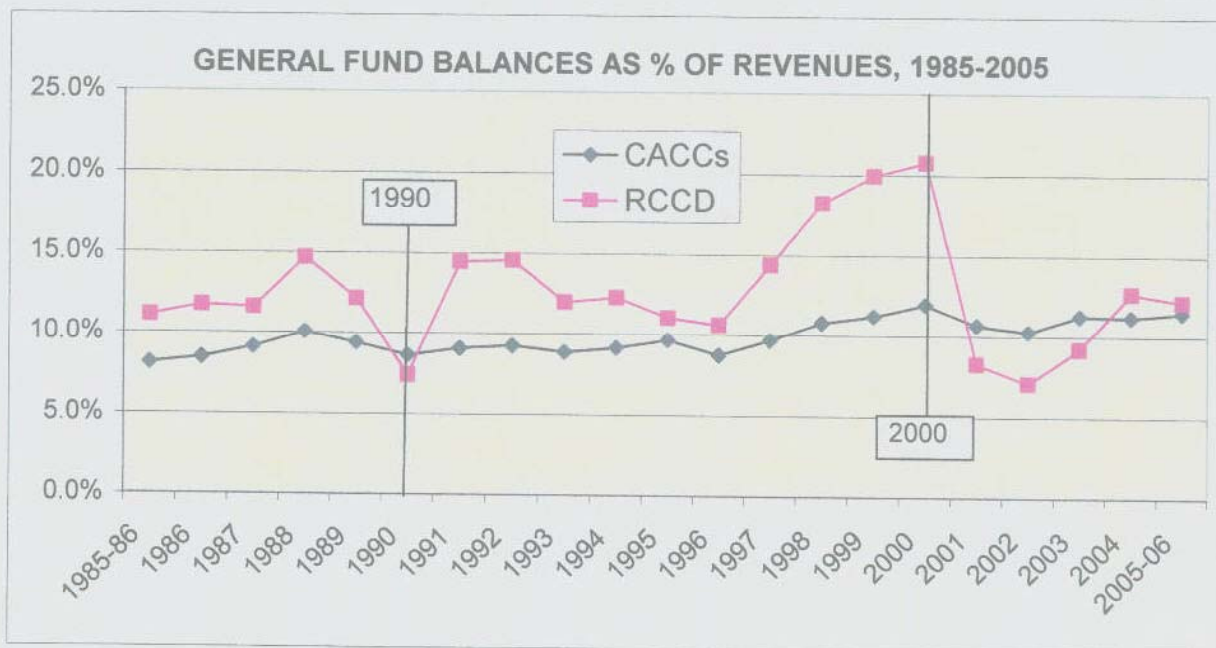
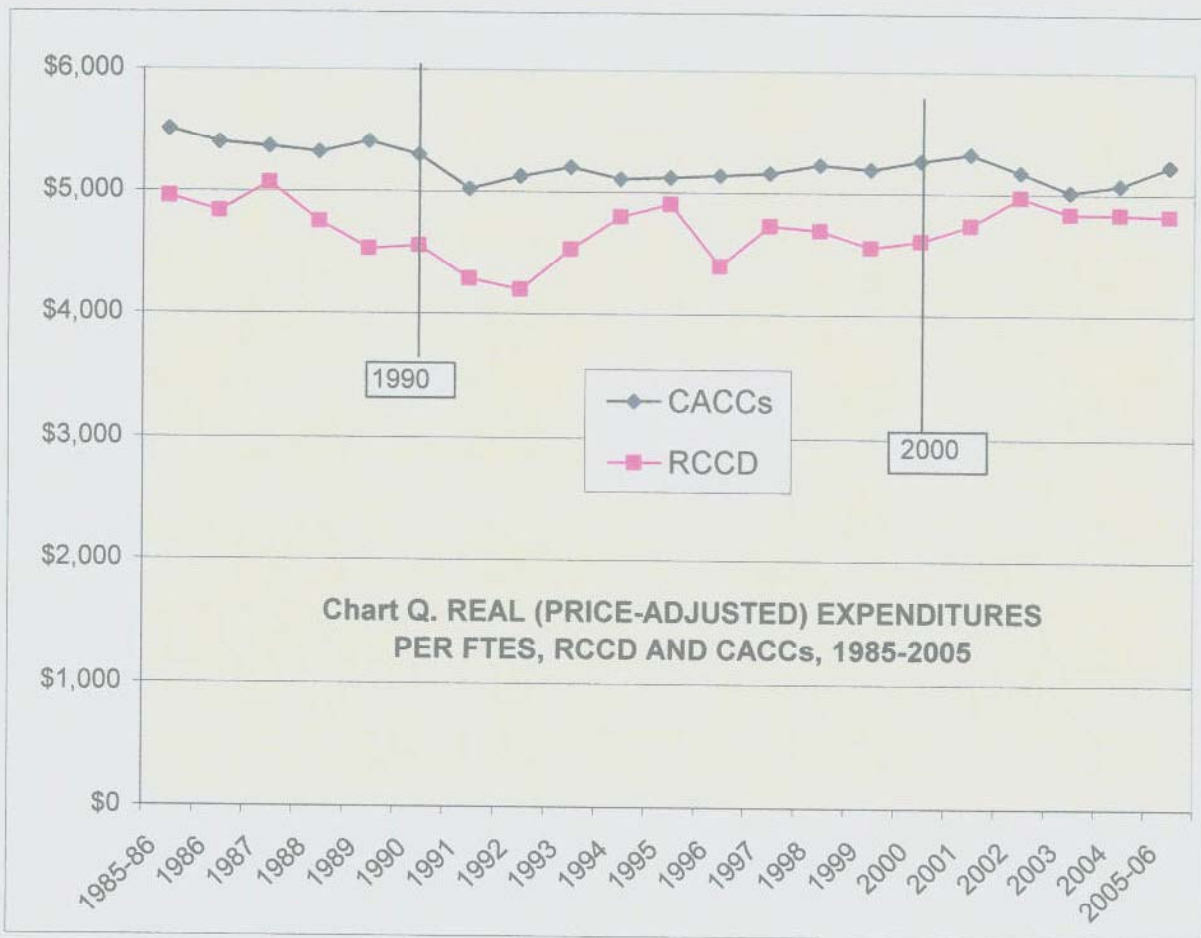


Source: RCCD IR (2007), CA EDD (2007), McIntyre (2007).

Chart P
 RCCD INSTRUCTIONAL DELIVERY BY SITE AND TYPE, 2003-06

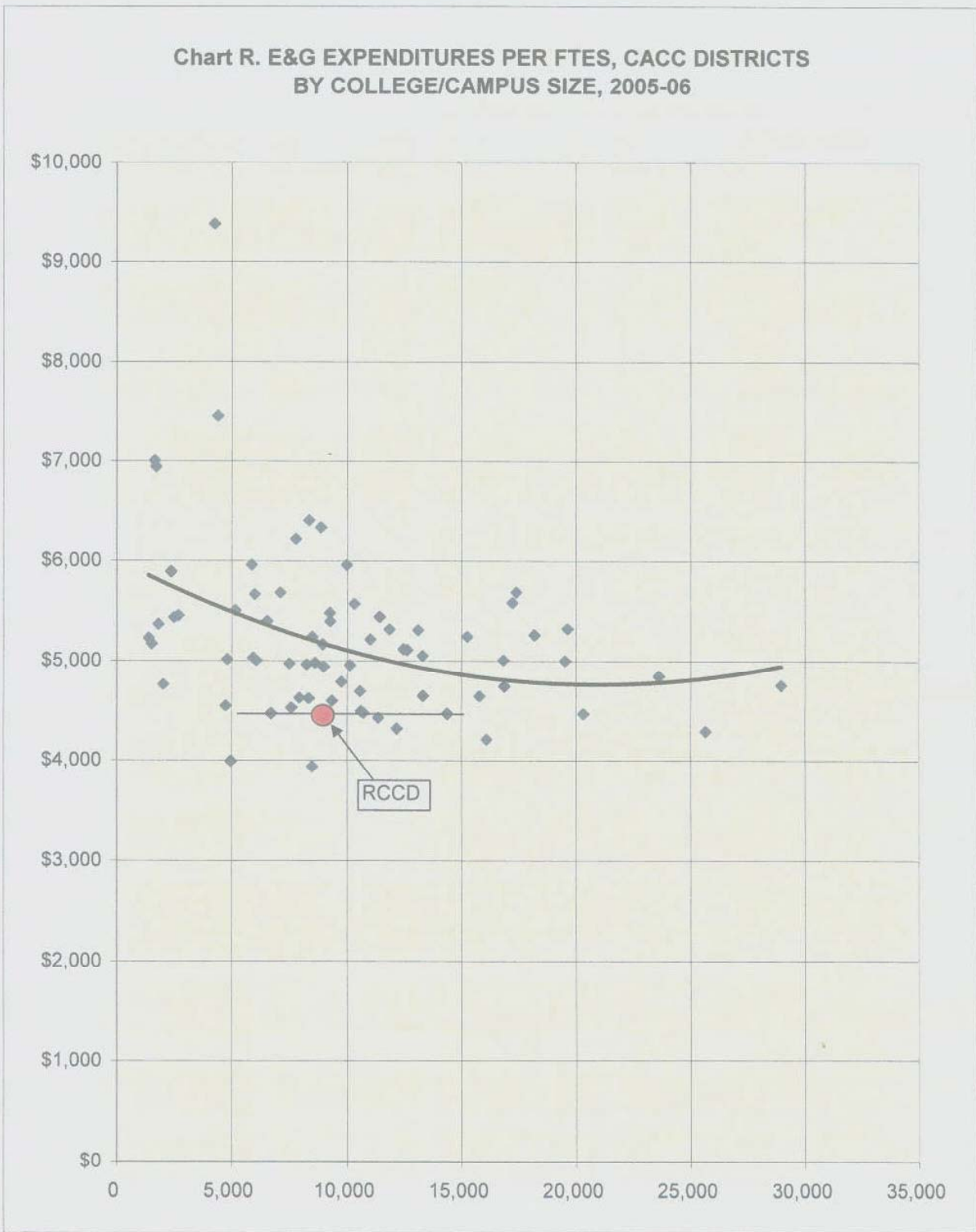
Location	Fall 2003		Fall 2004		Fall 2005		2004-05		Fall 2006		Fall 2003-06	
	Hdct.	%	Hdct.	%	Hdct.	%	Chg.	Hdct.	%	Change	% Chg	
Riverside Only	12,364	40.5%	11,475	37.7%	10,636	35.8%	(839)	9,702	32.7%	(2,662)	-21.5%	
Norco Only	4,394	14.4%	4,235	13.9%	3,901	13.1%	(334)	3,824	12.9%	(570)	-13.0%	
Moreno Valley Only	4,615	15.1%	4,525	14.9%	4,454	15.0%	(71)	4,229	14.3%	(386)	-8.4%	
One Campus Enrollment	21,373	70.0%	20,235	66.5%	18,991	63.9%	(1,244)	17,755	59.9%	(3,618)	-16.9%	
Riv/Nor	1,155	3.8%	1,094	3.6%	913	3.1%	(181)	663	2.2%	(492)	-42.6%	
Riv/Mov	1,116	3.7%	949	3.1%	808	2.7%	(141)	624	2.1%	(492)	-44.1%	
Nor/Mov	157	0.5%	147	0.5%	104	0.3%	(43)	78	0.3%	(79)	-50.3%	
Riv/Nor/Mov	62	0.2%	52	0.2%	33	0.1%	(19)	32	0.1%	(30)	-48.4%	
Multi-Campus Enrollment	2,490	8.2%	2,242	7.4%	1,858	6.3%	(384)	1,397	4.7%	(1,093)	-43.9%	
Regular Face-to-Face	23,863	78.1%	22,477	73.9%	20,849	70.1%	(1,628)	19,152	64.6%	(4,711)	-19.7%	
Ben Clark Only	863	2.8%	930	3.1%	912	3.1%	(18)	1,236	4.2%	373	43.2%	
Open Campus Only	1,054	3.5%	1,638	5.4%	1,703	5.7%	65	2,127	7.2%	1,073	101.8%	
Open Campus / Riv Nor Mov	4,021	13.2%	4,831	15.9%	5,428	18.3%	597	5,486	18.5%	1,465	36.4%	
Open Campus	5,075	16.6%	6,469	21.3%	7,131	24.0%	662	7,613	25.7%	2,538	50.0%	
Culinary Acad	26	0.1%	81	0.3%	67	0.2%	(14)	102	0.3%	76	292.3%	
High Schools	250	0.8%	78	0.3%	245	0.8%	167	403	1.4%	153	61.2%	
High School / Riv Nor Mov	308	1.0%	130	0.4%	344	1.2%	214	650	2.2%	342	111.0%	
High School	558	1.8%	208	0.7%	589	2.0%	381	1,053	3.5%	495	88.7%	
Other	165	0.5%	254	0.8%	174	0.6%	(80)	508	1.7%	343	207.9%	
District Total	30,550		30,419		29,722			29,664	100.0%	(886)	-2.9%	
Change			-131		-697			-58				
% Change			-0.4%		-2.3%			-0.2%				

Source: RCCD IR (2007), McIntyre (2007).



Source: COCCC (2007), McIntyre (2007).

Chart R. E&G EXPENDITURES PER FTES, CACC DISTRICTS
BY COLLEGE/CAMPUS SIZE, 2005-06



Source: COCCC (2007), McIntyre (2007).

Chart S. RCCD PLANNING SCENARIOS

Model Variables	A	B	C	D
"UNMANAGEABLE"				
ECONOMY	Optimistic, but cycling	Pessimistic, and cycling	Like B	
POPULATION	Up by 3-4% yearly	Like A	Like B	
UNEMPLOYMENT (RATE)	Varies 5-7%, 6% average	Varies 5-10%, 7.5% average	Like B	
COST OF LIVING (CPI)	Up 2.5%-4%, 3% average	Up 2.5%-5%, 4% average	Like B	
Calif. State University STUDENT COSTS	Up by HEPI 2007 on... 4% average	Recent 10-yr trend: 7.5% average	Like B	
"MANAGEABLE"				
RCCD RESOURCE PRICES (HEPI)	Up by 3-5%, 4% average	Up by 4-6%, 5% average	Like B	
RCCD STUDENT TUITION AND FEES	Up by HEPI 2008 on... 4% average	Like A, except Up \$6, \$8/unit 2011, 2012	Like B	
RCCD STUDENT DIRECT COST	Up by trend in CPI	Like A	Reduce cost of transportation	
RCCD STUDENT FINANCIAL AID	No change	Like A	Raise BOGG, FA delivery	
RCCD OPERATING BUDGET	Cycles, with robust Prp. 98, up 10% yrly ave	Cycles, with weak Prp. 98, up 5% yrly ave	Like B	
RCCD DELIVERY	No change	Like A	Raise distance learning	
RCCD PROGRAMS AND SERVICES	No change	Like A	Expansion	
RCCD MARKET, REG, ENROLL, RETAIN	No change	Like A	Initiatives	

Chart T. RCCD SIMULATION MODEL

Future RCCD enrollments can be simulated using the econometric model proposed by McIntyre (1999) which sorts and estimates the empirical impact on enrollment of the important manageable and unmanageable factors. Next, several plausible future scenarios are written and quantified. Building on these scenarios, planners may then simulate the future student enrollments that result from a variety of plausible futures and manageable policies and practices (McIntyre, 2004). Alternatively, it is possible to use the model as an evaluation tool as when, for instance, McIntyre (1998) assessed one college's enrollment management strategy to expand its outreach to feeder high schools, the results influencing the RCCD's long-term budget and marketing plans.

Simulations are based on the following econometric regression model:

$$E = a + b_1A + b_2P_o + b_3P_c + b_4U + b_5B + b_6D + u$$

where,

E = RCCD student **enrollment**

A = Eligible **population** of RCCD's service area or markets

P_o = RCCD's own **student costs** (tuition and fees, books and supplies, transportation, and child care – less financial aid)

P_c = Student pricing and admissions of other **competitors** or providers

U = **Unemployment** (or economic conditions) in RCCD's markets

B = RCCD's **operating budget** (proxy for supply)

D = RCCD's **policy or practice**: initiatives, marketing, etc.

and, a, b₁...b₅ = regression parameters

u = model estimate errors or "residuals"

The first step is to statistically "fit" this model to past, actual yearly enrollment patterns using the econometric regression model. These kinds of time series analyses typically show a close fit since many of the variables move in the same direction over time. Consequently, the model's errors or "residuals" should be analyzed using metrics like the *Durban-Watson (DW) statistic*, along with qualitative observations (McIntyre, 1999).

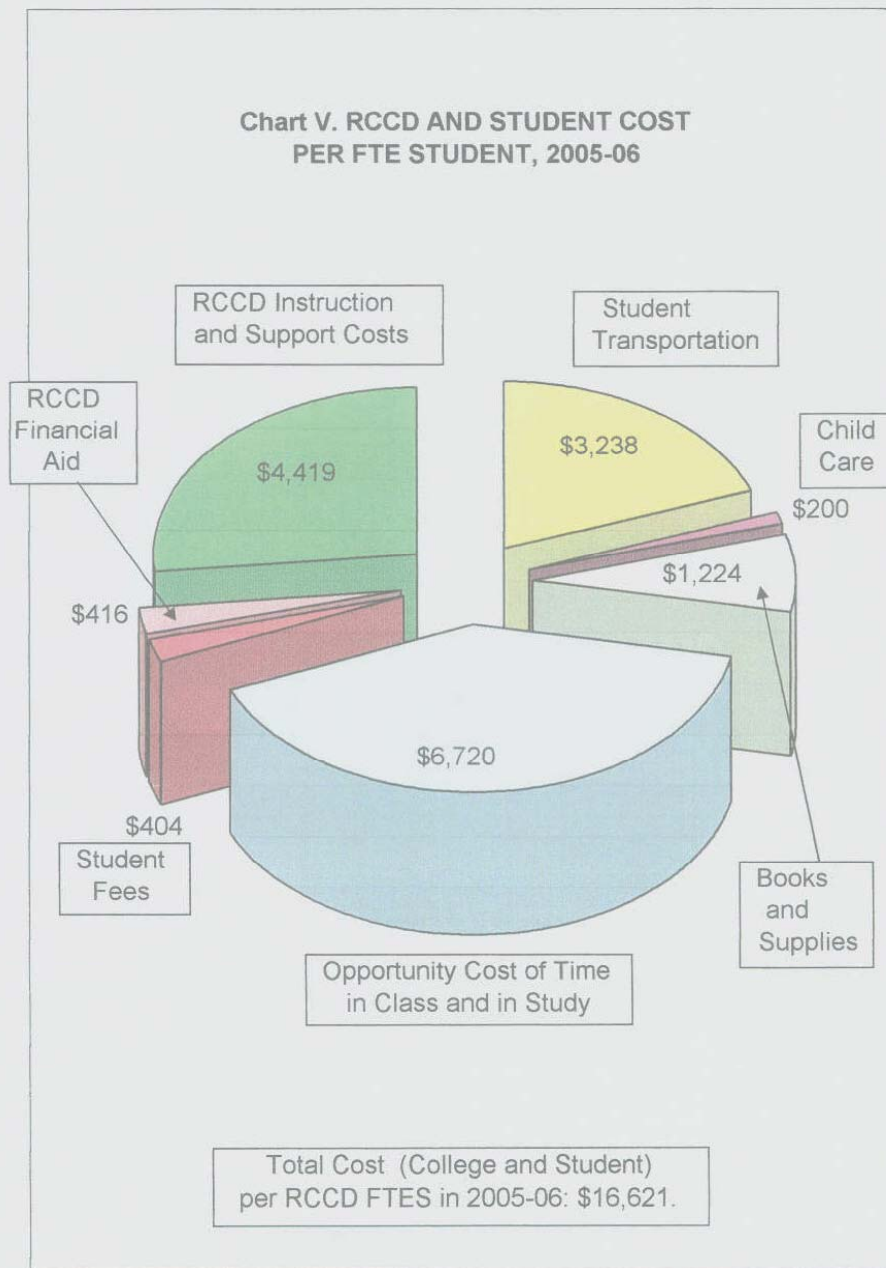
Besides the model's overall fit, it is possible to assess the relative impact on enrollment of the different explanatory factors or variables. In this case, two measures – *elasticity* and the *student t-value* (statistical significance) – of the impact on enrollment of the individual explanatory variables are especially useful.

Chart U. RCCD ENROLLMENT MANAGEMENT STRATEGIES

Given the available tools and processes, what alternative strategies could be pursued and which of these appear to fulfill RCCD's benchmark goals in the best way possible? Which strategies are simply infeasible? Feasible? Optimal? Recommended? Simulations from the enrollment forecasting model can help provide quantitative results. Work by the EM Team would assess the qualitative components. Some of the strategic tools:

- **MARKETING:** Changes to the host of strategies for reaching RCCD's markets and the specific educational niches which it can and should serve.
- **PRICING:** How to effectively differentiate student costs by delivery, scheduling, financial aid, and other means.
- **ENROLLING:** Improvements to the policies and procedures of application, admissions, counseling, registration, advising, scheduling, and the like.
- **INSTRUCTING:** What learning and delivery strategies work best? What changes are needed to embrace those strategies? Balancing face-to-face and distance learning (100% online vs. hybrid).
- **RETAINING:** How current strategies are working. Needed changes? If so, how? Appropriate classroom, assessment, counseling and follow-up strategies.
- **THE TOTAL EXPERIENCE:** What kinds of (changes to) student life activities, opportunities, and "TLC" are needed to round out the "RCCD experience?"
- **FOLLOW-UP:** Placing and following students: "you're gone, but not forgotten." Use of alumni in marketing and college development.
-add **OTHER TOOLS AND PROCESSES** ...as needed....

Chart V. RCCD AND STUDENT COST
PER FTE STUDENT, 2005-06



Source: RCCD SS (2007), McIntyre (2007).