

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE

November 13, 2007 – 4:00 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
Debbie Cazares, CTA Representative
Gustavo Segura, CSEA Representative

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Proposed Curricular Changes
- Committee to review the proposed curricular changes.
2. Sabbatical Leave Report
- Committee to be presented with the sabbatical leave report of Richard Rodman.
3. Update on the Honors Program
- Committee to be presented with an update on the Honors Program on the Riverside City and Moreno Valley campuses.
4. Update on Basic Skills
- Committee to be presented with an update on the California Community Colleges' Basic Skills Initiative and the strategies that are being developed.
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: November 20, 2007

Subject: Proposed Curricular Changes

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

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

James L. Buysse
Interim Chancellor

Prepared by: Sylvia Thomas
Associate Vice Chancellor of Instruction

New Course Proposals

1. GEG-1H – Honors Physical Geography 3 units

Prerequisite: None.

Limitation on enrollment: Enrollment in the Honors Program.

The interacting physical processes of air, water, land, and life which impact Earth's surface. Topics include weather and climate, the water cycle, landforms and plate tectonics, and the characteristics of plant and animal life. Emphasis is on interrelationships among systems and processes and their resulting patterns and distributions. There is a heavy emphasis on maps as descriptive and analytical tools. The honors course offers an enriched experience for accelerated students by limited class size, seminar format, student generated and led discussions and projects, the application of higher level thinking, reading, and writing skills – analysis, synthesis, and evaluation. Students may not receive credit for both Geography 1 and Geography 1H. 54 hours lecture.

New Stand-Alone Course Proposals

1. NXN-84 – Preparing for Success in Nursing School 1.5 units

Prerequisite: None.

Provides an introduction to and facilitates success in the Riverside Community College District (RCCD) nursing programs. Introduces the concept of a program of study, clarifies expectations, and informs students of campus-wide resources. Includes study and test-taking strategies, organizational and time-management skills, and other behaviors of the self-regulated learner. May be taken a total of two times. 27 hours lecture.

Approved by the California Board of Registered Nursing for continued education units.
Provider number 00100.

2. TEL-72 – Introduction to Lighting Design for Film and Television 3 units

Prerequisite: None.

Advisory: TEL-44, or 45 or 48.

Introduction to the practice of interpreting and implementing effective lighting designs for film, television, video and multimedia applications. Students will learn to use a variety of lighting techniques and instruments, both professional and improvised, to achieve specific artistic objectives. Course includes characteristics of light, quantity and quality of light, interpreting lighting requirements, and mood enhancement through the use of light.

Subsequent enrollment will enable students to develop additional skills and proficiency in the practice of lighting design. May be taken a total of three times. 36 hours lecture and 54 hours laboratory.

Course Revision Proposals

1. ANT-4 – Native American Cultures – description change
From: A survey of Native American cultures of the pre-Columbian period and their persistence into the modern world, incorporating evidence from archaeology, oral history, and other sources, with an emphasis on the growth of cultures, social and religious institutions, and daily life. 54 hours lecture.

To: A survey of Native American cultures from the pre-Columbian period through conquest and reservation life and into the present. Incorporates evidence from archaeology, oral history, personal narratives, and other sources. Emphasis will be on the growth of Native American cultures, modern communities, including urban life, social and religious institutions, and traditional cultural elements and artistic traditions. 54 hours lecture.

2. ENG-60A1 – English Fundamentals: Sentence Structure – title, prerequisite, description changes
From: Basic Writing and Grammar—Sentence Structure and Spelling
Prerequisite: None.
Advisory: Recommended for students not qualified for English 50.
Intended for students who need concentrated attention in basic English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. Subsequent enrollment in sections A2, A3, and A4 will provide students an opportunity for additional skill and competency development. Sections A1, A2, A3, and A4 may be taken in any order. English 60A1 is equivalent to the first quarter of English 60A. 18 hours lecture and 4.25 hours laboratory. (Non-Degree Credit Course CR/NC only)

To: English Fundamentals: Sentence Structure
Prerequisite: None.
Develops students' sentence structure skills to basic-level performance. One of a four-part series that equates with English 60A. Courses in this series may be taken in any order. This course may be taken two times for credit. 18 hours lecture and 4.5 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)

3. ENG-60A2 – English Fundamentals: Grammar and Usage – title, prerequisite, description changes
From: Basic Writing and Grammar – Usage
Prerequisite: None.
Advisory: Recommended for students not qualified for English 50.
Intended for students who need concentrated attention in basic English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. Subsequent enrollment in sections A1, A3, and A4 will provide students an opportunity for additional skill and competency development. Sections A1, A2, A3, and A4 may be taken in any order. English 60A2 is equivalent to the second quarter of English 60A. 18 hours lecture and 4.25 hours laboratory. (Non-Degree Credit Course CR/NC only)

To: English Fundamentals: Grammar and Usage

Prerequisite: None.

Develops students' grammar and usage skills to basic-level performance. One of a four-part series that equates with English 60A. Courses in this series may be taken in any order. This course may be taken two times for credit. 18 hours lecture and 4.5 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)

4. ENG-60A3 – English Fundamentals: Mechanics and Spelling – title, prerequisite, description changes

From: Basic Writing and Grammar – Mechanics

Prerequisite: None.

Advisory: Recommended for students not qualified for English 50.

Intended for students who need concentrated attention in basic English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. Subsequent enrollment in sections A1, A2, and A4 will provide students an opportunity for additional skill and competency development. Sections A1, A2, A3, and A4 may be taken in any order. English 60A3 is equivalent to the third quarter of English 60A. 18 hours lecture and 4.25 hours laboratory. (Non-Degree Credit Course CR/NC only)

To: English Fundamentals: Mechanics and Spelling

Prerequisite: None.

Develops students' mechanics and spelling skills to basic-level performance. One of a four-part series that equates with English 60A. Courses in this series may be taken in any order. This course may be taken two times for credit. 18 hours lecture and 4.5 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)

5. ENG-60A4 – English Fundamentals: Paragraph Construction – title, prerequisite, description change

From: Basic Writing and Grammar – Paragraph Construction and Development

Prerequisite: None.

Advisory: Recommended for students not qualified for English 50.

Intended for students who need concentrated attention in basic English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. Subsequent enrollment in sections A1, A2, and A3 will provide students an opportunity for additional skill and competency development. Sections A1, A2, A3, and A4 may be taken in any order. English 60A4 is equivalent to the fourth quarter of English 60A. 18 hours lecture and 4.25 hours laboratory. (Non-Degree Credit Course CR/NC only)

To: English Fundamentals: Paragraph Construction

Prerequisite: None.

Develops students' paragraph writing skills to basic-level performance. One of a four-part series that equates with English 60A. Courses in this series may be taken in any order. This

course may be taken two times for credit. 18 hours lecture and 4.5 hours laboratory.
(CR/NC Only) (Non-Degree Credit Course)

6. GUI-47 – Career Exploration and Life Planning – description change
From: A class designed for students seeking direction about a career and/or major and persons in career transition. Topics include extensive exploration of one’s values, interests and abilities; life problem-solving and self-management skills; adult development theory and the changes that occur over the life span; self-assessment including identifying one’s skills and matching personality with work. An intensive career investigation; decision making, goal setting and job search strategies, as well as resume writing and interviewing skills will also be addressed. 54 hours lecture.

To: In depth career and life planning: topics include extensive exploration of one’s values, interests and abilities; life problem-solving and self-management skills; adult development theory and the changes that occur over the life span; self-assessment including identifying one’s skills and matching personality with work. An intensive career investigation; decision making, goal setting and job search strategies, as well as resume writing and interviewing skills will also be addressed. This course is designed to assist those students considering the transition of a career change or undecided about the selection of a college transfer major. Required materials fee will be charged to the student and is not covered by BOGW. 54 hours lecture.

7. NRN-16 – Dimensions of AD – Registered Nursing – prerequisite change
From: Prerequisite: NRN-3.
Corequisite: Prior completion of, concurrent enrollment in, or subsequent completion of NRN-4.

To: Prerequisite: NRN-3.

Corequisite: Prior completion of or concurrent enrollment in NRN-4.

Proposed Course Deletions

1. FIT-13 – Essentials of Firefighting
2. FIT-H4 – Hazmat and Emergency Response to Terrorism
3. FIT-M17 – Community Emergency Response Team (CERT)
4. FIT-M20 – Developing a Personal Philosophy of Leadership
5. FIT-M21 – Leading Others
6. FIT-M22 – Organizational Leadership
7. FIT-M23 – Ethics and the Challenge of Leadership

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-2

Date: November 20, 2007

Subject: Sabbatical Leave Report

Background: The attached sabbatical leave report for Richard Rodman is submitted for your information.

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

SABBATICAL REPORT
2006-2007
RICHARD RODMAN

10 October 2007

Dr. Linda Lacy
Interim President
Riverside Community College

Subject: Sabbatical Leave Final Written Report

In accordance with Article XIII, M, 7b, Reports on Sabbatical Leave:

“Each employee returning from sabbatical leave shall file a final written report with the President not later than one (1) month after the day on which the employee resumes active service. A final report shall include, but not be limited to, the name of the institutions attended, courses pursued, credits received or experience gained, together with the employee's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the Community College District.”

Dear Dr. Lacy,

The purpose of this letter is to summarize the items listed in Article XIII, M, 7b of the CTA/RCC Agreement.

It is my pleasure to inform you of the wonderful experience this sabbatical leave was for me, both professionally, as well as personally. While on sabbatical leave I attended California State University, Long Beach to complete coursework leading to a Bachelor of Science degree in Professional Studies with an Option in Vocational Arts. This degree and subject matter is directly related to my discipline (Automotive Technology) at Riverside Community College. The courses I chose to complete within the degree pattern are:

Course	Course Title	# of units	Grade
PROF 300	Orientation to Professional Studies	3 units	A
PROF 330	Literacy for the Workplace	3 units	A
PROF 410	Curriculum Development for Designated Subjects	3 units	A
PROF 411	Instruction and Evaluation for Designated Subjects	3 units	A
PROF 412	Advanced Program Development and Instruction	3 units	A
PROF 413	Foundations of Designated Subjects Credential Programs	3 units	A
PROF 421	Research Design	3 units	A
PROF 461	Instructional Methods for Teachers of Economically and Culturally Diverse Students	3 units	A
PROF 485	Identifying Management Competencies	3 units	A

In addition to these classes in my major, I took several courses to meet CSULB General Education Capstone Requirements. These courses are:

<u>Course</u>	<u>Course Title</u>	<u># of units</u>	<u>Grade</u>
KIN 338I	Women in Sport	3 units	A
PROF 388I	Technological Literacy	3 units	A
PROF 417I	Technology, Ethics and Society	3 units	A

In addition to the Capstone classes listed above, I took one class at CSULB to meet my Undergraduate General Education Requirement. This class is:

<u>Course</u>	<u>Course Title</u>	<u># of units</u>	<u>Grade</u>
BIOL 153	Introduction to Marine Biology	3 units	CR

In addition to the classes I took at CSULB, I took the following classes at RCC during this same time period; the purpose of these classes was to complete my CSU Undergraduate General Education Degree Requirement. The classes I took at RCC during my sabbatical leave are:

<u>Course</u>	<u>Course Title</u>	<u># of units</u>	<u>Grade</u>
HIS 7	Political and Social History of the United States	3 units	A
MUS 25	Jazz Appreciation	3 units	A
HIS 6	Political and Social History of the United States	3 units	A
PHY 11	Physics Lab	1 unit	A
PHP 36	Wellness: Lifestyle Choices	3 units	A

In total I completed 18 classes during my one-year sabbatical leave, a total of 52 units. Moreover, I maintained a perfect 4.0 GPA in all of these classes. I was on CSULB's President's List in both the Fall 2006 and Spring 2007 semesters for academic excellence (see attached Unofficial Transcript from CSULB). I was accepted by the Golden Key Honor Society, honoring students with GPA's of 3.75 and above. I was nominated to the Epsilon Pi Tau (the Professional Studies Honor Society) by my professors. I, along with one female graduate, was voted by my professors to receive the departments highest honor, the C. Thomas Dean Award; this award is granted only once a year, and only one male and one female graduate from the entire department are chosen to receive the award; our names are engraved on perpetual plaques that hang in the department's display case (see attached photo).

Although I have been teaching automotive technology full-time since 1992, and although I have been a professional automotive technician since 1979, and although I am expert in my field with literally hundreds of automotive classes, master technician status, certified by both state and federal automotive agencies, and although I am well received by my students, I, prior to accepting my position at RCC, had taken only one post secondary academic class. However, since my tenure at RCC (1998 to present), I have completed the necessary coursework to achieve my first academic degree in 2006 (AS, (with Great Distinction)), and now my second academic degree (BS in Professional Studies, with an option in Vocational Arts, (Summa Cum Laude (4.0 GPA)) from California State University Long Beach.

As can be seen by the classes that I completed within my major at CSULB, I took coursework that was directly related to my position at the college, and as a result have enhanced my ability as an instructor and leader to my students. For example: I am far more able to determine what constitutes an appropriate assessment component, how that component should be weighted, and how to determine which assessment method is best to use in a given assignment. Furthermore, I more fully understand diversity in its many facets, how each facet can effect the classroom environment, how favoritism (or the lack thereof) can change the outlook of the class, or how each culture has its social norms that to them constitute typical behavior (but to others may seem out of place), moreover, I understand that just because something is a social norm for an individual does not give the individual the freedom to express that freely in any environment.

In conclusion, I wish to express my deep appreciation to The District, its Board of Trustees, Dr. Salvatore Rotella, Dr. Richard Mahon, Kristina Kauffman, and the PG & SL committee for believing in me. I know this time of sabbatical leave has been a tremendous benefit to my professional career. It has made me a better person, a better professor, and has given me the opportunity to learn so many wonderful things that I can use tomorrow in the classroom to better serve my students.

Sincerely,

Richard Rodman
Assistant Professor, Automotive Technology
Riverside Community College

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-3

Date: November 20, 2007

Subject: Update on the Honors Program

Background: Attached for the Teaching and Learning Committee's information is an update on the Honors program on the Riverside City and Moreno Valley campuses.

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs



Riverside Community College District Honors Program

Riverside City College Honors Program Moreno Valley Campus Honors Program

Introduction

One of the missions of our District is to provide “transfer programs paralleling the first two years of university offerings” and “in the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for *intellectual and cultural awareness, critical and independent thought, and self-reliance*” (emphasis added). Moreno Valley and Riverside mission statements also include transfer as one of their missions: “Responsive to the educational needs of its region, Moreno Valley Campus offers academic programs and student support services which include baccalaureate transfer,” and “Riverside City College empowers a diverse community of learners toward individual achievement, success and lifelong learning by providing comprehensive services and innovative educational opportunities.” These missions entail serving, to the best of our ability, all of our students, including those who are ready for college-level work, for the intellectual rigor and challenge that an honors program can provide, but who come to our institution first for a multitude of reasons.

Southern California Colleges, including Cerritos, Chaffey, Citrus, Fullerton, East Los Angeles, Glendale, Golden West, Irvine Valley, Long Beach City, Los Angeles City, Los Angeles Harbor, Los Angeles Mission, Los Angeles Pierce, Los Angeles Southwest, Los Angeles Valley, Mt. San Antonio, Mt. San Jacinto, Orange Coast, Pasadena, Rio Hondo, Saddleback, San Bernardino Valley, San Diego City/Mesa/Miramar, Santa Ana, Santa Monica, Santiago, and Victor Valley colleges, all have active Honors Programs and are members of the Honors Transfer Council of Southern California. All of these colleges have found the development and support of an honors program to be a legitimate and viable part of their mission to their students. And transfer numbers show¹ that transfers to prestigious institutions such as UCLA and Berkeley are higher at those colleges with Honors Programs. In total, over forty community colleges throughout California have such programs. Several Inland Empire colleges have long-standing honors programs. The RCCD Honors Program helps to make RCCD a competitive and attractive choice for students planning to complete four-year degrees but desiring to attend community college first. Our

¹ Based on data provided at the Transfer Advisory Council meeting on Oct. 18th, 2007.

Honors Program is still young, but we have made concrete strides towards creating a program that will genuinely benefit our students and the District as a whole.

Overview

The RCCD Honors Program has grown from serving 51 students enrolled in four honors seminars in the start-up semester of offering classes (Fall 2005) to serving 131 students in eight honors seminars as the program begins its third year this Fall 2007. From the outset, the Honors Program has taken the stance that not only should our Honors Program seek to nurture exceptional students at RCCD, but should also seek to help students discover that they can be exceptional—the program strives to create honors students, not just discover them. And the program seeks to provide all honors students with a rich educational experience that will change the way they learn. To that end, honors faculty, working with the Honors Advisory Council, have created honors seminars, with enrollments capped at twenty students, to provide students and faculty the opportunity to work more intimately and intensively in a discussion based learning environment where learning happens collaboratively and collectively.

The program has continued to expand the range of course offerings, with the inclusion of a new course this fall (Economics 7) and plans to incorporate two more in the Spring (Math 12 and Geography 1). These latter two are especially important as the Honors program works to expand into the sciences and mathematics so that honors students have an opportunity to take an appropriate breadth of courses in the honors format. This has been a challenge in the first two years, and the program continues to work with faculty and administration in these areas to find creative ways to include both math and science classes in the program's offerings. We are hopeful that there will be sufficient student interest, space, and staffing to offer Chemistry 1AH in Fall 2008.

The program has also worked closely with Student Services as it has grown. The program communicates regularly with the Counseling department and the district articulation officer and has benefited from the strong support of our Outreach Office, Matriculation, and Institutional Research in the process of identifying eligible honors students and reaching out to them with information about the Program and the classes and opportunities it offers.

The strongest aspect of the Honors Program is in the honors classroom where the personalized instruction, close connection between individual honors faculty and honors students, the community that develops in the small seminar classes among honors students, and the advising offered by the Coordinators and designated counselor have created a positive learning experience for honors students, as they consistently indicate in their end of term surveys.

Students have benefited from the one on one help with transfer application essays, strong letters of recommendation that come from faculty who really know the students and their work, enrichment activities, and the confidence that comes from having met the challenges of the honors seminars successfully. The chance to work closely with faculty and fellow students on developing and presenting conference papers, editing and writing for the Honors newsletter, serving as a class advocate, participating in presentations to the wider college community, have all provided opportunities that honors students find both personally and practically valuable.

Membership in the Honors Transfer Council of California (HTCC) has validated and strengthened the direction the program has taken, providing an important network of established Honors programs and colleagues to provide advice. HTCC membership has also made a variety of honors specific transfer agreements, including agreements with Pomona College and UC Irvine, available to students to complete the Honors Program. In addition, HTCC membership makes the student research conference held

annually at UC Irvine available for our honors students; this is an important enrichment to their academic work in their honors seminars. The agreement with UCLA, which we have applied for this fall, will be an important component enabling the program to continue to grow, and it will surely help us to attract and recruit a diverse and talented group of honors students. UCLA requires an honors program to be in operation for two full-years before submitting an application for UCLA TAP membership. We should hear a final decision from UCLA on TAP membership sometime early this spring.

The first two years of the RCCD Honors Program have been a time of experimentation and excitement as all those involved have been learning together how to get the program up and running.

What Are the Benefits of an Honors Program for Our Students?

- Smaller classes with an enhanced, enriched curriculum and pedagogy
- One-on-one mentoring and help from the honors coordinators and faculty in preparing applications for university admissions and scholarships.
- Workshops to help students prepare applications and essays for applications.
- Cultural activities, college visits, field trips—field trips arranged for one honors class are typically opened up to all honors program students.
- Leadership opportunities. Students are given a chance to serve as a Class Advocate, on the Honors Advisory Council, on the Transfer Advisory Council, or to participate in Outreach activities.
- The opportunity to participate in a student research conference where students get to present their own original work (Hosted by the Honors Transfer Council of California and UC Irvine).
- HTCC Transfer Agreements
 - Current Active Agreements Include:
 - UC Irvine
 - Cal Poly Pomona
 - Loyola Marymount University
 - Mills College
 - Pomona College
 - San Jose State University School of Engineering
 - University of San Diego
- UCLA TAP Agreement
 - TAP membership will be a tremendous boost for students. The transfer admissions rate to UCLA is 30-40%; for students who apply via their honors program's TAP membership, the admissions rate is 85-90 %.²

² UCLA provided this information at the Spring 2007 TAP Council meeting.

What are the Requirements for Honors Program Admission and Completion?

Admission, Continuing Eligibility and Completion

To be eligible for the program, current RCCD students need:

- 3.2 GPA in 9 transferable units
- Eligibility for or Completion of English 1A
- Completed Honors Program Application

To be eligible for the program, incoming high school students and all other 1st time college students need:

- 3.25 GPA
- Eligibility for English 1A or Completion of the equivalent of English 1A at another institution
- Completed RCCD application
- Completed Honors Program Application

Students who may be slightly below the GPA requirement may submit an appeal for admission into the program. The coordinators have the authority to make limited exceptions when a student's ability to benefit from and successfully complete the program is not accurately reflected by his or her transcripts. This petition for admission has allowed us greater flexibility in ensuring that the honors seminars have a diverse and vibrant mix of students and helps support the program's goal of fostering honors scholarship for a broad range of students.

Maintaining Eligibility

To maintain eligibility for the honors program, students need to maintain a 3.0 GPA with a grade no lower than a C in any of their honors classes.

Completing the Program

To be certified as having completed the program, students must take and successfully complete 6 honors courses and maintain an overall GPA of 3.0.

Analysis/ Comments

The 3.25 GPA is consistent with many community college Honors Programs who have entrance GPAs ranging from 3.0 to 3.5. Our petition for admission allows the Program to address the needs of students whose GPA is not always an accurate reflection of their capabilities or ability to benefit from the program. The District average GPA was 2.24 for Fall 2005; 2.23 for Spring 2006 and Fall 2007.³ Our GPA requirement, then, is a significant threshold for our students to meet—the petition allows the program to be more inclusive and flexible. The English 1A requirement is the one about which the program is most stringent, and must be. No exceptions are made to this requirement because of the writing intensive nature of the honors seminars.

The completion GPA for the program—students need to have maintained at least a 3.0 overall GPA with no lower than a C in any honors course—is a little low at 3.0. Students need to be reminded that what is critical for them individually when they go to transfer is the required GPA for the school/ program into which they are seeking to transfer.

³ Source for GPA data and data in subsequent charts: Institutional Research, Daniel Martinez May 11, 2007.

Honors Program Seminars, Faculty, and Students

Seminars

Criteria for the Honors Seminars

1. Honors classes are presented seminar style, capped at 20 students. Students initiate class discussions. Classes emphasize oral communication skills, encourage students to work towards increased sensitivity, dialogical openness, receptivity, willingness to interrogate and recognize multiple valid viewpoints along with the ability to engage in authentic debate.
2. Honors classes are writing intensive and formal, graded writing assignments totaling 20 pages or more ask students to re-conceive their familiar worlds in new ways, grapple with concepts that have no simple answers, think about and grapple with complexity and generally require more sophisticated thinking/writing tasks.
3. Honors classes focus on primary texts and provide reading assignments that ask students to grapple with material that isn't pre-digested and to put these texts in dialogue with one another—and with communities of interpretation (historical, personal, social, geographic).
4. Honors classes offer an increased level of interaction with professor and fellow-students: students interact with their peers with greater frequency and sophistication, both in and out of the classroom. The shared responsibility and experience of the seminar discussion makes them responsible to one another in their contributions, and increasingly receptive to their peers' viewpoints as thoughtful and complex. Students interact with their professors in a different way than in non-honors courses, often understanding their learning as more experiential and sharing a process of discovery and experimentation of ideas with their professors and other students, rather than relying heavily on the professor for a definitive "right" answer. Also, lower cap allows professor much more time for assistance outside of class. Most honors students work with professors in office hours, labs, or via email much more often than just on the days the class meets.
5. Honors seminars offer an enriched experience as they often centered around a theme, may include field trips and speakers. Faculty are encouraged to develop innovative pedagogies; written work developed in the seminar can become a submission for Building Bridges—students work with a faculty mentor to see a project through from inception, seminar paper to conference presentation

Course Enrichment Overview

Honors Programs in HTCC and UCLA TAP have identified specific ways in which honors courses offer an "enhanced/ enriched" experience for students that go beyond simply having students read more or do an extra paper. Over and over, the emphasis is on qualitative, not quantitative means of enriching honors classes. As the program has developed courses, individual faculty members have worked to construct classes and assignments that have seminar discussion, intensive writing, and primary texts at their center.

In addition to the work faculty do to develop innovative strategies in their classes, field trips and speakers also provide additional enrichment for students. Students were able to go on sponsored theater trips in the Fall 2005, Fall 2006, and Spring 2007 semesters (linked to the Eng 1BH class in Fall 2006/ Spring 2007); a field trip to the National Cemetery in Riverside Fall 2006 and Spring 2007; a field trip to the Museum of Photography in Fall 2006 (linked to the Art 6H class); a field trip to the Norton Simon museum in

Spring 2006 and Spring 2007 (linked to the Hum 5H class); and a presentation by John Seery, Pomona College politics professor, in Spring 2007 (linked to the Eng 1AH class). The program wide field trip this Fall 2007 will be to the Museum of Tolerance. While the field trips are often linked to specific classes, all honors students are invited to and welcome to attend/participate.

Beyond both of these areas, the program offers students an opportunity to participate in the student research conference jointly sponsored by HTCC and UC Irvine—Building Bridges—and to attend workshops that assist them in preparing for transfer.

Current Honors Seminars

(those with an * are going to Curriculum this Fall)

Art 6H	Chemistry 1AH and 1BH	Economics 7H
English 1AH	English 1BH	*Geography 1H
History 6H	History 7H	Humanities 4H
Humanities 5H	Humanities 10H	*Math 12H
Philosophy 10H	Political Science 1H	Political Science 2H
Spanish 1H	Spanish 2H	Speech Com 1H
Speech Com 9H	*Anthropology 2H	

Articulation Status: all of the honors courses submitted so far have successfully gained articulation. As new courses are developed, they, too, will be submitted for articulation. Speech Com 9 and Econ 7 will be submitted for articulation in the next cycle. On April 27, 2007, the district articulation officer notified the Honors Coordinators/ Advisory council that the most recently submitted courses: Pol 4H, Hist 6H and 7H, Art 6H, and Eng 1BH were articulated and will now appear with the H designation on students' transcripts.

The Faculty

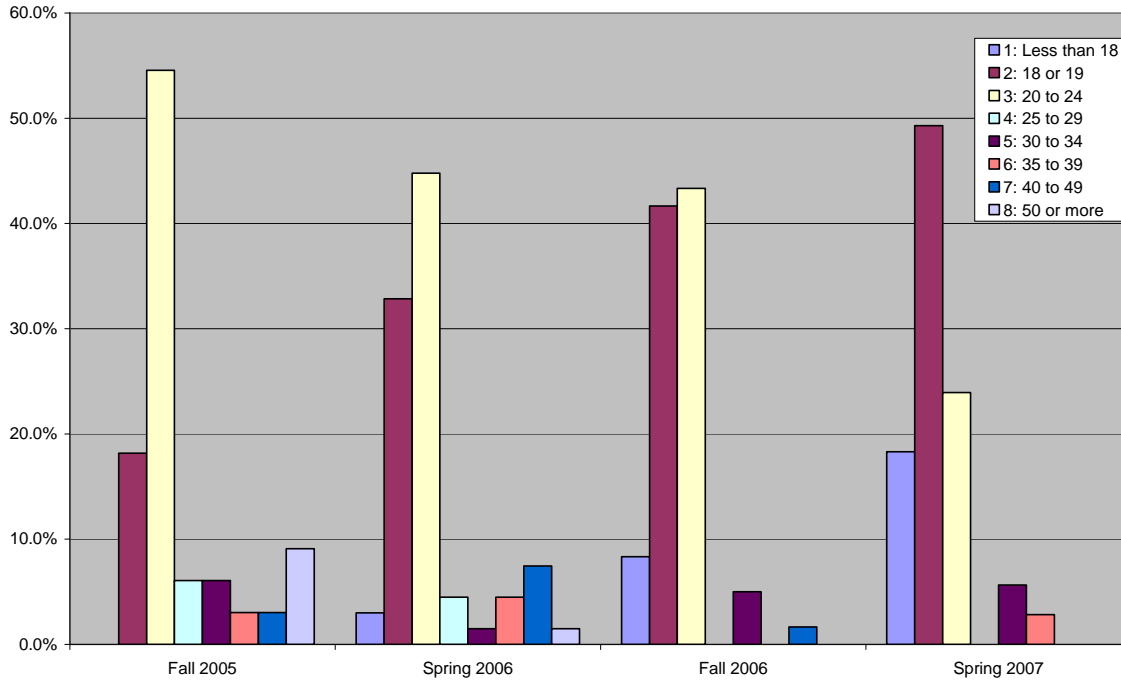
The program has had to date (including this fall) 18 faculty members at Riverside and Moreno Valley teach honors classes, and an additional three who have offered classes (though the classes were cancelled for low enrollment). Moreover, additional faculty are engaged with the program and in the process of developing honors classes (Geography 1, Math 12, and Anthropology 2 are in the process of curriculum approval) or working on avenues for offering an already developed honors course (e.g. the Chem 1A and 1B series which is hampered by limitations on both faculty and space resources). Additional faculty will be added to the Honors faculty as these and other classes are developed.

The Students

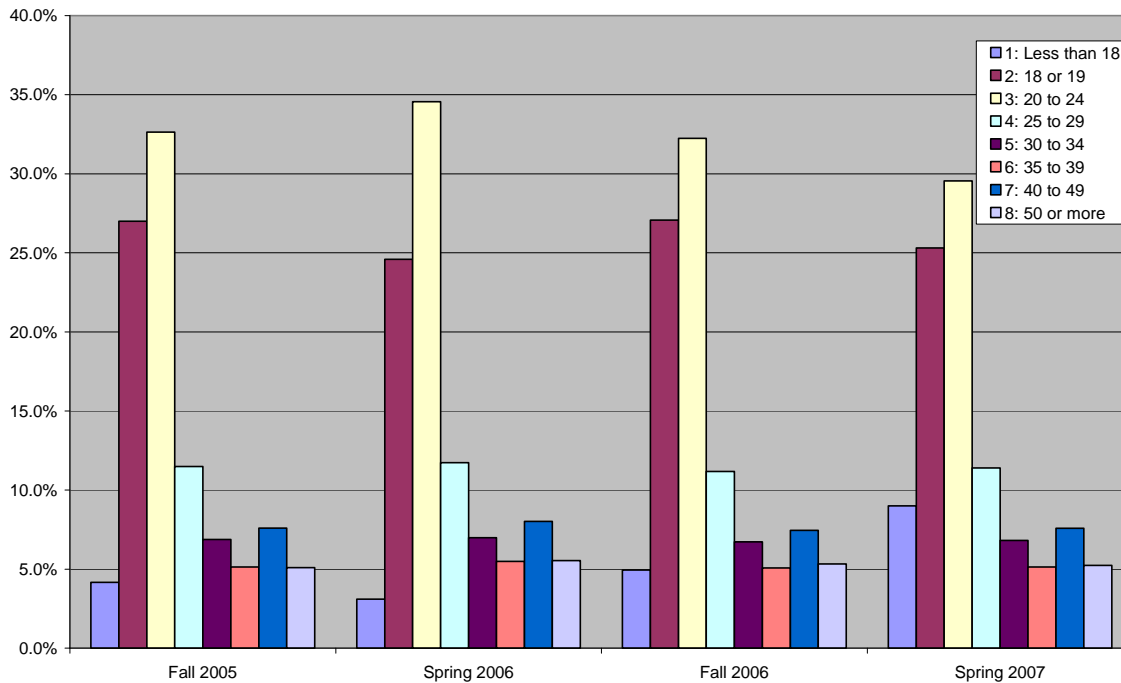
We are proud of the diverse and talented group of students in the Honors Program, and are committed to continuing our philosophy of creating and not just discovering Honors students, helping students with a great deal of potential stretch themselves and set their goals higher than they might have imagined possible. A look at the following charts indicates that the profile of our honors students is close to the district profile. We will continue to work on drawing a diverse group of students, but are pleased so far that some of the concerns initially expressed by some about how the program might skew in its student profile have not materialized.

1. Breakdown by Age

Honors Age Distribution, Fall 2005 to Spring 2007

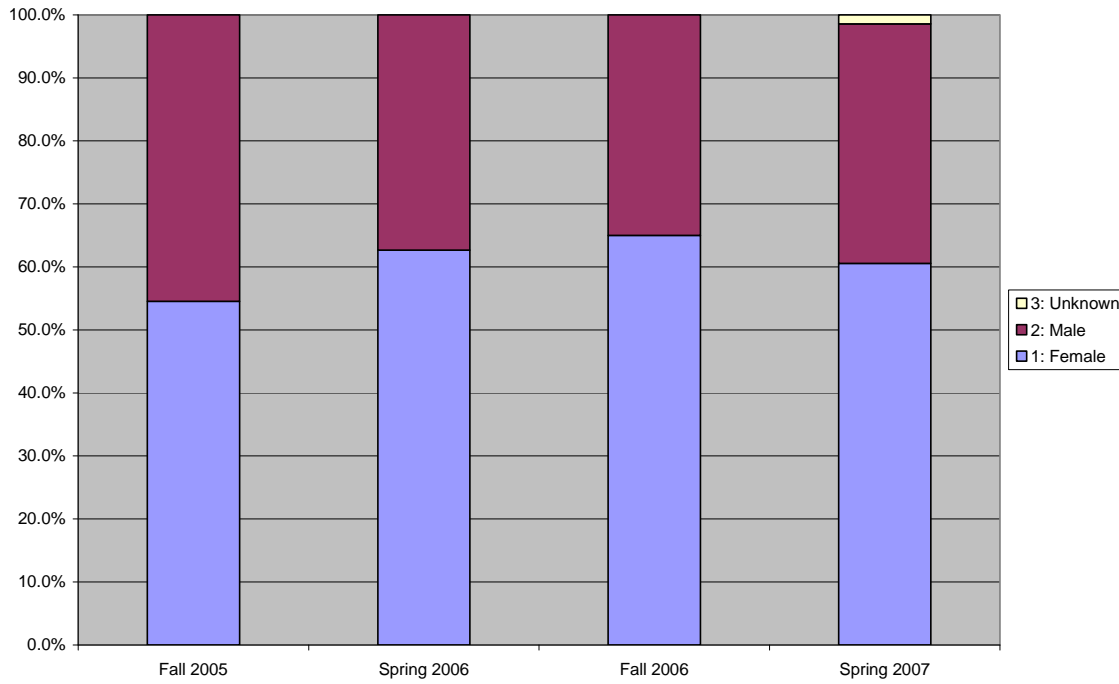


District Age Distribution, Fall 2005 to Spring 2007

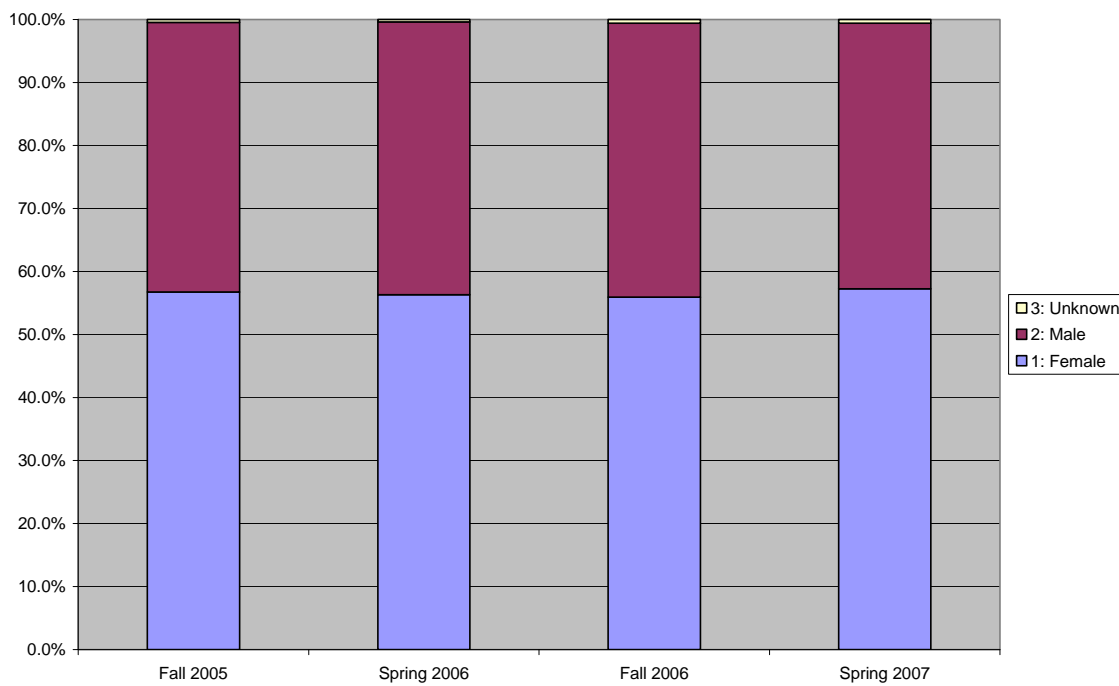


2. Breakdown by Gender

Honors Gender Distribution, Fall 2005 to Spring 2007

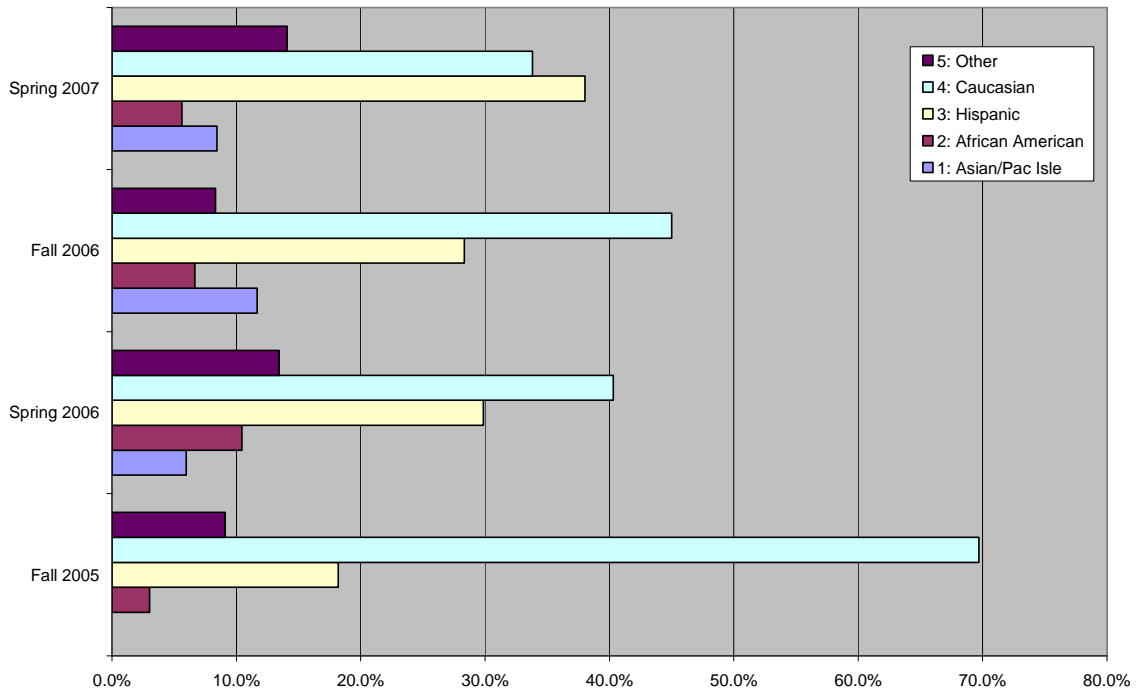


District Gender Distribution, Fall 2005 to Spring 2007

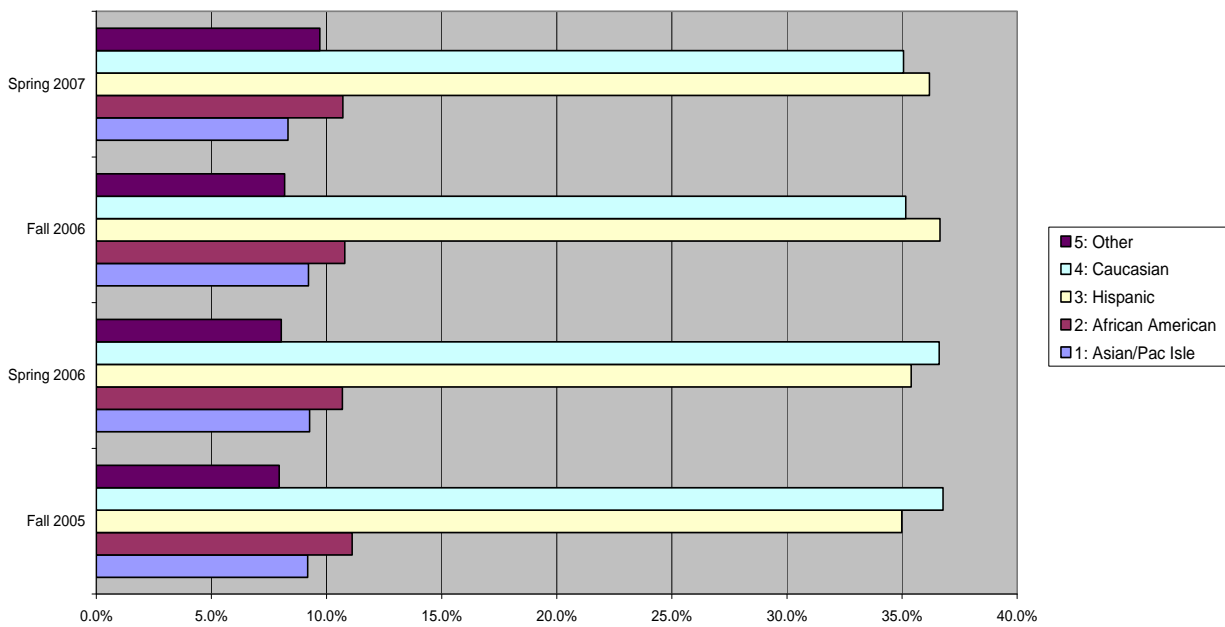


3. Breakdown by Ethnicity

Honors Ethnicity Distribution, Fall 2005 to Spring 2007



District Ethnicity Distribution, Fall 2005 to Spring 2007



How does the Honors Program work with other college departments and programs?

Student Services

- Counseling
 - The Honors Program has a designated counselor though no FTE is assigned to this position. The program coordinator and counselor work closely together to identify honors students who don't have a complete or up to date Student Education Plan (SEP). Students are provided the necessary information to encourage them to make an appointment with a counselor. Matriculation research validates that students with an updated SEP are more likely to persist in reaching their goals; therefore, the Honors Program works with counseling to encourage all honors students to have an updated SEP on file.
 - Each spring, updated information packets on the program are sent to all counselors, the coordinator has worked with counseling on adding information on the Honors Program to the Student Handbook, the College Catalog, and the orientation presentations for all new students.
 - In addition, the coordinator participates in the Counselor to Counselor day when counselors from the high schools in our area are invited to the college to learn about programs and services available for their students here at RCC.
 - Honors information is presently in the college catalog and student handbooks, course offerings are listed under honors in the schedule of classes, and the program continues to work on ways to strengthen communication with counselors about the benefits of and requirements for the program.
 - Transfer Center: Recognizing the close connection between an honors program and a transfer center, the Honors Advisory coordinator was asked to serve on the Transfer Advisory Council, beginning in the spring of 2006. A presentation to the Transfer Advisory Council about the Honors Program took place on October 18th. The Coordinator communicates regularly with the Transfer Center about workshops and resources. The Honors Program and Transfer Center share calendars, and jointly sponsor workshops and college visits.
- Outreach: the coordinator participates in Day of the Tiger events, orientations during the summer for new and prospective students. In addition, the coordinator meets with Outreach staff once a semester to ensure that staff going out to the high schools is familiar with the Honors Program.

Student Clubs

The Honors Program has a good working relationship with Alpha Gamma Sigma, with whom it shares many students. The Honors Program and AGS will be doing a joint presentation with Honors/ AGS at a Foundation Associates Luncheon on October 22nd to increase the visibility of the program and the club, and better inform the community about the ways in which the college serves those students who are ready to perform at a rigorous academic level in addition to providing services to our many under-prepared students.

Matriculation, Information Services, Institutional Research

The program has had good support from these areas in getting data, identifying pools of students, and coordinating recruitment efforts including calls that go out over the Scheduling and Reporting System, email blasts, and direct mailings.

Dean of Instruction/ Chancellor's Office: The program has been able to include material about Honors in mailings that go out to Dean's List students, Passport to College students and to prospective students from area high schools sent out each spring by the Chancellor.

In what ways have outcomes associated with participation in the program been assessed?

The RCCD Honors Program has been working on assessment on three fronts: (a) identifying learning outcomes for Honors seminars, (b) developing program outcomes for students who complete/ participate in the program (such as transfer success), and (c) developing a program review that addresses resources, policy, scheduling, and other issues.

A. Common Learning Outcomes for Honors Courses

1. Students will demonstrate enhanced oral communication skills, increased sensitivity, dialogical openness, receptivity, willingness to interrogate, the ability to recognize multiple valid viewpoints and engage in authentic debate
2. Students will respond competently to more complex and sophisticated writing assignments. They will demonstrate an ability to re-conceive their familiar worlds in new ways, grapple with concepts that have no simple answers, think about and grapple with complexity in their written work
3. Students will demonstrate an ability to analyze and respond to challenging and diverse course readings, respond to these readings in writing, and put these texts in dialogue with one another—and with communities of interpretation (historical, personal, social, spatial)
4. Students will demonstrate a high degree of self-motivation and intellectual independence

These are outcomes the Honors Advisory Council is asking be included in Honors Course Outlines currently being developed and they are being incorporated in existing Honors Course Outlines as these undergo the regular process of curriculum review. This identification is the first step. The Honors Advisory Council will now turn its attention to developing a mechanism for assessing them in the honors seminars. The program already uses a student survey that honors faculty distribute at the end of the term in each honors seminar. This provides some “soft” data about students’ perceptions of what they’ve learned and how they’ve benefited from the program. One of the projects we’d like to initiate for honors faculty this academic year or next is a norming session at which we will look at sample papers from our honors seminars to facilitate a continued conversation about the outcomes we hope to see honors students demonstrate.

B. Program Outcomes

These are still under development. Goals of the Honors Program include improved transfer, success and persistence rates for our honors students, exceeding those for students in non-honors classes, or sections of classes not attached to a special program. The mentoring, community, challenge, and accountability in the Honors program should, and we believe does, help our students succeed. What the program needs is a meaningful way to assess these outcomes. The Program coordinator is working with Institutional Research to develop some mechanisms for tracking our students’ success to present to the Honors Advisory Council for discussion and eventual adoption. Some preliminary data on success and

persistence has been collected, and this will continue. Efforts with Institutional Research on exploring ways of using tools such as CALPASS to help us track transfer rates for honors students are ongoing.

As with course outcomes, the program also surveys students about their sense of how the program has benefited them. These are distributed by honors faculty at the end of terms and these surveys are shared with the coordinator. The information has been useful both for the coordinators and faculty in fine-tuning honors seminars and other program events and services. For example, after the first semester, one comment that came up repeatedly was that students very much enjoyed their classes, but did not feel a part of a larger program/community. Field trips, welcome and orientation lunches, and end of semester social gathering were all activities designed to better foster a sense of community that the program developed in response to these comments. The Honors Advisory Council will continue to evaluate the student comments in addition to the data we gather to work on enhancing the services we provide our honors students and on enhancing their success, both here at RCCD and at their transfer institutions.

C. Program Review

The coordinators began drafting a comprehensive program review last spring that assesses the first two years of the program. That will be completed this academic year. The Program Review Committee on campus is working on a process for interdisciplinary programs, like the Honors Program, in response to questions raised by the Honors Coordinators. This will benefit the program and other interdisciplinary programs on campus, too, such as Puente and Study Abroad. Once complete, the full program review will be submitted to the Academic Vice Presidents on each campus, the Associate Vice Chancellor of Instruction for the District, and the portion of the review that has to do particularly with resource needs, scheduling, enrollment patterns, etc will be submitted to the Strategic Planning committees on each campus.

How are students recruited into the program?

- Students are recruited in the program in a variety of ways: poster, flyers, and brochures; through direct mailings to students, counselors, and AP teachers in area high schools; direct mailings to eligible RCCD students; through information provided to students at the Assessment Center when they place into English 1A; presentations at orientations and counselor to counselor events; materials in the schedule of classes and college catalog; personal invitation/recommendation from individual professors; encouragement by counselors, etc.
- At the Moreno Valley Campus, the Honors coordinator has worked closely with representatives from both the Middle College High School program (located on campus) and the Nuvew Bridge program to recruit Honors students. This connection has proven very successful, and the program has recruited a number of highly motivated and successful students from this source.
- Campus coordinators and individual honors faculty also visit classroom, distribute program material, and gather the names of potential students.
- The Program website is now featured on the RCCD Homepage as well as the Homepage for Riverside and Moreno Valley. Now that this link is visible and accessible, the Program Coordinator underwent training on using Adobe Contribute on October 2nd. This will allow the coordinator to actually manage the Program website and make sure the information there stays current, usable, and accessible for students. Currently, the site has been fairly passive because of the difficulty of accessing the site.
- The Honors Coordinator is also working this fall with the Riverside Community College District Public Affairs Office (Linda Reifschneider) to review what we've done so far and find ways to improve our methods for recruiting students into the program.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-4

Date: November 20, 2007

Subject: Update on Basic Skills

Background: Presented for the Teaching and Learning Committee's information is an update on the California Community Colleges' Basic Skills Initiative and the strategies that are being developed at the three campuses to address the basic skills needs of students.

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Riverside Community College District

Basic Skills as the Foundation for Student Success

The California Community College System's Strategic Plan identifies "basic skills as the foundation for student success." The report points out that "to successfully participate in college level courses," many students need pre-collegiate math and/or English skill development. Literature on the subject uses different terms for the basic skills area. These include: remedial education, developmental education, foundation courses, and adult literacy. Regardless of the terminology used, more than one-third of students enrolled in California Community Colleges enroll in at least in one or more basic skills classes.

At RCCD, basic skills classes consist of courses in reading, writing, computation, and English as a Second Language which are deemed essential for college level course work. Basic skills courses can be offered as credit courses (with a prescribed unit value, for example 3 units) or as a non-credit courses (zero units). The courses are not degree applicable. Currently, at RCCD the basic skills courses are credit courses which are non degree applicable. There is, however, an emerging trend throughout the state of offering some basic skills courses as non credit offerings. Such classes are funded at approximately 60 percent of the rate provided to credit basic skills courses, but allow students the flexibility of enrolling in the class and developing skills without the concern of a grade or any fee implications.

Generally speaking, a basic skills course is two levels below college level (transfer) work. For example, at RCCD, English 1A is a course which is considered college level course. English 50 (Basic English Composition) is a prerequisite for English 1A (English Composition). Though one level below transfer coursework, English 50 is not a basic skills course; in fact, it satisfies the graduation requirement for English competency. This will change with the 2009 academic year when English 1A will become the graduation requirement statewide.

A similar change will occur in Math. Currently, Math 52 (Elementary Algebra) meets the graduation requirements; the new requirement will be Math 35 (Intermediate Algebra), a course considered by most to be one level below transfer, will become the graduation requirement statewide. With the graduation changes in computation and writing, the pathway to graduation for students who assess into Eng 60A (English Fundamentals) or Math 63 (Arithmetic) has been further elongated. Thus, students who assess into Eng 60A will have to take a minimum of three classes (three semesters of work) prior to taking a college level English course. The pathway for ESL students is even longer. Those who assess into the lowest level of ESL, ESL 51, will take 6 classes, before taking Eng 1A and meeting the graduation requirement. This, of course assumes that each student will successfully complete the course (grade of C or better) on his/her first attempt. If students attend only during fall and spring semesters, it will be two years before they are able to complete this part of the graduation requirement. In reality, however, students who are placed in English 60A take much longer than two years to complete their studies. This is the case because every course they take is not degree applicable, thus progress toward an educational objective is lengthened. It is also frequently the case, that these same students enroll in transfer level courses in other disciplines, but lack sufficient skills to successfully complete them.

Frequently, this results in a pattern of substandard work and/or withdrawal from the class, repeated course attempts, and very often complete drop out from the college.

Recognizing that the changes in graduation requirements will affect the graduation rate of community college students, the Systems office has initiated a number of different programs to improve the effectiveness of basic skills classes. Last year, it funded a major study of research dealing with basic skills. The resulting publication, Basic Skills as a Foundation for Student Success in California Community Colleges was prepared by a team of researchers, faculty, and administrators from community colleges throughout the State. This publication provided a summary of successful practices related to basic skills. It covered such areas as: organizational and administrative practices, program components, staff development, and instructional practices.

During 2007-2008, various one-day conferences were held throughout the State with the goal of disseminating the results of this study. Riverside Community College District served as a host for one of these seminars.

Some Facts about Basic Skills
For Academic Year 2006-2007

- RCCD offered 38 different Basic skills courses.
- RCCD offered 622 sections of Basic skills classes.
- About 8,642 students took Basic skills classes.
- The total enrollments for the year were about 8% of the District enrollments.
- Campus Distributions are approximately 50% at Riverside, 25% each at Moreno Valley Campus and Norco.
- Approximately 10% of faculty load during each term is devoted to teaching basic skills courses.
- Annual successful course completion rate for basic skills course is 61.4% (2005-2006).
- Most of the students enrolled in the basic skills courses fall within the following ethnic groups:
 - Hispanics (48%)
 - White (21%)
 - African American (15%)
- RCCD received over \$560,000 in grants from the Chancellor's office in support of its basic skills offerings.
- Section distributions for 2006-2007 by discipline in basic skills courses are as follows:

Discipline	Sections
ENG	261.
ESL	87.
MAT	152.
REA	122.

WORKFORCE PREPARATION SKILLS CLASSES

From its inception, Workforce Preparation has taken seriously the mission of educational access established by the California Master Plan for Higher Education and reflected in Riverside Community College District's mission statement. By "repackaging" curriculum and offering student support services, Workforce Preparation has widely opened the door to higher education, providing access to those underserved, and nontraditional students who face social and economic barriers and thought a college education was not possible for them. In addition, the Workforce Preparation resource centers have the reputation of providing extensive on-and off-campus resources. The philosophy of all Workforce Preparation programs is that students will have the resources they need before they walk out the door, regardless if they need an answer to a quick question or to transition from a program toward the next step in their life.

The skills classes began in the winter of 2003 and were borne out of the New Visions Self-Sufficiency and Lifelong Learning Project which started in 1998 in partnership with the Riverside County Department of Social Services (DPSS). New Visions was designed to assist welfare recipients obtain the necessary skill preparation for success in college classes and occupational certificate courses. The "repackaging" of the curriculum enabled students to enter classes every six weeks and they were enrolled in English, math, reading, computer basics and guidance classes. After the New Visions project ended, this administrator and staff held many informal focus groups with community partners and students to determine how we could refine the course offerings to best meet the needs of the non-traditional student. Overwhelmingly, it was apparent that every six week entry points was too long between sessions and agencies were forced to send potential students to the proprietary schools who had weekly enrollments.

Today, we provide students open entry access in business English, computer applications English, math and reading. Workshops are also available in academic and life management skills. The courses are competency based and applicable to academic and workplace skill development. Although the courses are instructor led, students can progress at their own pace and receive specialized assistance through challenging subject areas. A wide spread appeal to all segments of RCC's student body is the innovative offering of multiple sections in the day and evening allowing students to enroll in classes around their ever changing work schedules. Instructors are student centered and teach to the various learning styles using innovative pedagogy such as computerized curriculum supplemented with lectures and personalized instruction to facilitate the success of each student. The Workforce Preparation skills classes continue to provide a college portal to under prepared students and assistance to existing students who may be struggling and at risk of dropping out.

RCC Moreno Valley Campus Developmental Education Programs

Although focused attention on the needs of our students to attain college level skills in reading, writing, and mathematics is not new to the Moreno Valley Campus, we are pleased to report that enhanced funding from federal and state sources has enabled us to ratchet up our attention to the skill development needs of our students.

Beginning in 2003, Title V initiated Futuro! focusing on pilot projects focused on the development of alternative strategies addressing the needs of our basic skill students. Projects provided increased attention on the development of learning communities, paired courses, and support services. Futuro! provided faculty and staff the opportunity to develop and pilot new strategies to improve student academic success, persistence, and retention. Success and persistence rates in Title V Math, English, Reading, and ESL were significantly greater than comparison courses. For example, Math 64 had a 89% success rate as compared to a 59% to non-Title V Math 64 courses; Reading 81 had a 65% success rate as compared to 42%, Geography 1 had a 53% success rate as compared to a 29%, and English 60B had a 100% success rate as compared to of only 56% of non-Title V courses. Moreno Valley has moved towards institutionalizing the projects piloted under Futuro! Title V through the development of *On Course!*, a comprehensive developmental education program. *On Course!* provides students with increased access to student support services, reinforcement of previous learning, and offers new learning opportunities through coordinated learning communities and/or paired courses. *On Course!* is designed to integrate instruction with a strong counseling component promoting integrated curriculum, supplemental instruction, study groups, one-on-one tutoring, and continuous counseling and support services. *On Course!* students work in small groups, have the opportunity to discover their strengths and weaknesses, become a part of a learning cohort, and generally become comfortable with college life and expectations. While some discreet variations are present in the several learning communities, they are organized into two major categories, one identified as “Fast Track to Success,” and the other “Pathways to Transfer.” The former includes the pairing of 8 week “fast track” English fundamental courses with a course either on introduction to college or college success strategies. The latter changes each semester based on faculty design and focuses on any of the basic skill disciplines, Guidance courses, and possibly a general education course. This Spring, *On Course!* focuses on modules in mathematics combined with a college success strategies course and Reading 83 paired with an introduction to astronomy course.

Empirical evidence comparing students who experienced one of the program emphases described above have been shown to perform at a level better/higher than students who were not the beneficiaries of these options. This is true for all areas assessed, i.e., student retention, grade point average, student success.

Beyond the student success strategies already in place, beginning in 2006 faculty, counselors, and administrators accelerated their work together in devising new strategies for enhancing the success of their students. A “Navigating the Basic Skills Highway” retreat held in the spring,

2007, served to launch the new initiatives. Interestingly, some of these initiatives involve a new emphasis on reading across the curriculum by faculty, as well as by students. A new weekly colloquium series on topics of faculty interest was begun by the faculty development coordinator. Class collections of highly interesting and important supplemental readings were purchased for guided student use in mathematics and the sciences. A new “one book/one college” program was initiated, led by a faculty member in English, with the intention of encouraging reading, inter-disciplinary communications, and skills building.

The Moreno Valley Campus is currently evaluating several proposals in regards to basic skill programs, curriculum, and student services to meet the needs of our students and faculty. Proposals include learning communities, case management services (counseling), a developmental education committee, and a basic skills faculty coordinator. The core point of all these new initiatives is to make learning—even at the basic skill level—interesting, intellectually stimulating, and even fun. Further, the idea of learning is not limited to students. A true learning community involves faculty and counselor learning as well. Our counselors and faculty understand that in order for learning to be sustained and for students to persist in college enrollment, learning needs to go well beyond drill, recitation, test taking, and academic drudgery. The challenge for all of us at Moreno Valley is to maximize and coordinate our ability to work together in the interest of student success. Be assured that we are embarking on that mission with renewed vision and vigor.

Basic Skills at RCC Norco

At the Norco Campus, the *Basic Skills Task Force*, recently renamed the *Student Success Committee*, is seeking ways to address the needs of the basic skills students. One key component for student success is simply to get them to make a commitment to college. Past/continuing efforts include getting students into one-on-one counseling appointments so that they can complete a Student Education Plan (SEP). *Success Track* scheduling format was implemented in Fall, 2007. This format is a strategic scheduling of basic skills courses in Math, Reading, English, and Guidance, along with complementary humanities and social science courses, that gives students greater access to developmental courses in their first semester of college. Anecdotal responses from students, faculty and counselors have been highly favorable, and the committee is quite interested in assessing the effect this may have on retention and persistence.

In both Math and English, the faculty are continuing their efforts to understand the needs of the basic skills students. In English, one study is being done to assess the effectiveness of the Writing Center. Preliminary evidence shows, for example, that those students who visited the Writing Center ten or more times in Spring 2007 exhibited a 91.2% success rate, compared to only 60% for those who attended fewer than ten times. A "pipeline study" has also been conducted, and it revealed that 30 of 262 students (14.9%) who enrolled in English 60A in the fall 2004 semester had successfully completed English 1A by spring 2006 and that 74 students (28.2%) had completed English 50. That study will continue as it tracks students from other semesters as well.

In Mathematics, Title V funds have enabled us to develop a summer math intervention program, called *Fast Track*, that enables students placed in developmental math classes the opportunity to reacquire those skills that make them eligible to matriculate through the math sequence more quickly. The Math faculty also realized that nearly all of the developmental math classes offered in Spring 2007 (and before) were taught by part-time instructors. To begin the process of consistency in the course sequence, and to discover the challenges faced by our developmental math students, three of our full-time faculty have committed to teaching basic skills mathematics classes.

At this point in time, the *Student Success Committee* will look at ways to broaden campus-wide participation in the committee's initiatives to include faculty in disciplines beyond English, Reading, and Mathematics. It is our goal to engage all members of the campus community (faculty, students, staff) in rich dialogue through professional development opportunities, such as the Spring 2007 visit by USC's Dr. Myron Dembo, presenting "Barriers and Solutions for Improving Students' Academic Performance." We recognize that, in order for basic skills students to be truly successful, they must move beyond the basic skills and be thoroughly integrated into all that RCC has to offer.

Riverside City College

Developmental Education Committee Update

In 2006-07 the Academic Support Department continued various efforts to ensure academic success for students taking developmental education courses. The Community for Academic Progress (CAP) program offered and continues to offer learning communities in which students take paired or clustered courses as a cohort for up to three semesters in order to transition into college entry level courses. The courses are linked by themes, concepts, and ideas that allow students to make connections and instructors to implement team-teaching strategies across learning communities. In addition, in collaboration with multiple disciplines and departments, the Academic Support office was able to create additional learning opportunities for students taking English and mathematics courses through modularized curricula. English 85 modular courses allow students to receive supplemental instruction to augment current courses in order to pass their traditional 16 week course. The Math 90 course series was developed to expand and improve articulation of existing Workforce Preparation modules. These modules allow students to receive one to three units of instruction to exit out of a course and advance to the next academic level. All modular courses are designed to meet the students individual learning needs, are self-paced, and have multiple entry and exit points.

The Developmental Education Committee, through strategic planning sessions within the past two years, has identified specific strategic directions for basic skills based on the history of the college's efforts and the current needs of the existing student population. As a result, the Developmental Education Committee is looking at refining and defining our college-wide efforts across all disciplines and departments by utilizing and integrating the Basic Skills Initiative Strands, strategic directions, and planning agendas from the college's self-study. Through this coordination of efforts, the committee is creating a sustainable comprehensive plan for basic skills by aligning previous efforts with new ideas through clearly defined plans of implementation. Members of the committee bring these implementation plans from discipline and department dialogues, which truly make this a college-wide effort.

The comprehensive plan is structured by organizing college activities within the four major strands. These strands are as follows: A. Organizational/Administrative Practices, B. Program Components, C. Faculty and Staff Development, and D. Instructional Practices. While the committee is currently prioritizing the nature and timing of activities, the following examples represent some of the planned efforts from each major strand. As an example from the first strand, Riverside City College plans to create a coherent course pattern for students in an effort to institutionalize effective curricular design. Through research, the committee will identify complimentary courses, which comprise transferable and basic skills courses that students take and pass simultaneously. By identifying these successful course patterns, the college will enable Counselors to develop a recommended list of courses for students to take while taking basic skills courses.

Likewise, through Faculty Inquiry Sessions, disciplines and departments provide a venue to create specific research questions. The Title V Outcomes Specialist then holds a session within

the committee to share the findings. The purpose of the findings is to create a systematic and comprehensive use of analysis to allow the committee to inquire about the behavior and performance of students and create a decision-making process through data inquiry and dialogue. Many of these inquiry sessions are discipline-driven with the intent to address the needs of basic skills students, who appear in all classes and not just in basic skills courses, and to look at longitudinal studies on retention and progression of developmental students. This activity aligns well with strand B.

Based on Carnegie's models of effective practices in teaching and learning, Riverside City Campus has created a Basic Skills Faculty Coordinator position, currently filled by Amber Casolari. As the coordinator, Amber is currently facilitating with the Professional Development committee to establish Across the Curriculum Teams (ACT), Communities of Practice, Faculty Inquiry Groups, and intensive training sessions for discipline specific faculty in basic skills areas. These types of professional development opportunities look to improve course design, incorporating diversity into the curriculum, the use of alternative assessments, exploring learning styles, and faculty discussions to improve teaching and learning. Strand C is represented with activities such as this.

In addition, in an effort to address the multiple modalities of learning for our diverse student population, we have identified and acquired technology and classroom resources such as promethean boards, laptops and mobile laboratory carts, clickers and receivers, math manipulatives, document cameras, LCDs, and software for math, ESL, Reading, and English. This has created an opportunity for the Math Department to incorporate part-time instructors in the department's "Technology Day" where model lessons are demonstrated utilizing technology and math manipulatives. We have several part-time instructors as well as existing full-time instructors that are now experimenting with these materials in the classroom and beginning to discuss their activities with other instructors. Strand D has had a particularly heavy focus for faculty involved with Riverside's Developmental Education Committee within the past two years.

This document is just a snapshot of some of the current efforts of the Developmental Education Committee made possible by the Basic Skills Initiative funding. The committee will continue to provide opportunities for faculty and staff to pilot and create practices which are sustainable and provide the maximum benefit for our students.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING

November 13, 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
Aaron Brown, Interim 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)
Kathleen Sell, CTA Representative (Riverside)
Karen Skiba, CTA Representative (Norco)
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. Measure C General Obligation Bond Program Update
- The Committee will be presented with information relative to the District's Measure C General Obligation Bond program.
2. On-Line Applicant Tracking System
- The Committee will be presented with information relative to the On-Line Applicant Tracking System.
3. Agreement with The Pepsi Bottling Group
- The Committee to consider an agreement with The Pepsi Bottling Group to be the exclusive supplier of beverages for the District.
4. Agreement with Barnes & Noble College Bookstores, Inc.
- The Committee to consider an agreement with Barnes & Noble College Bookstores, Inc. for exclusive bookstore services.

5. Quadrangle Modernization Project – Change Order No. 7
- The Committee to consider a change order relative to the Quadrangle Modernization Project.
6. Comments from the public.

Adjourn

Prepared by: Vickie L. Vega
Administrative Assistant,
Administration and Finance

RIVERISDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: November 20, 2007

Subject: Measure C General Obligation Bond Program Update

Background: Information will be presented to the Board relative to the District's Measure C General Obligation Bond program, including:

- A presentation by Don Kent, Assistant Treasurer-Tax Collector for the Riverside County Treasurer's Office, describing accountability measures and investment policies related to the Riverside County investment pool. Copies of Mr. Kent's presentation, "The Riverside County Treasurer's Pooled Investment Fund Update" (pages 1 – 11) as well as a copy of the "County of Riverside, Office of the Treasurer-Tax Collector, Statement of Investment Policy" (pages 12 – 23) are attached.
- A presentation by Jim Roth, Managing Director for UBS Securities, updating the Measure C economic information that he presented to the Committee in May 2007 such as assessed valuation, interest rates and bonding capacity etc. A copy of Mr. Roth's presentation is attached (pages 24 – 33).
- An updated Project Commitments Summary report for the period August 2004 through September 30, 2007, which is attached for your information (pages 34 – 38).
- A white paper authored by Dr. Buysse entitled, "Managing The Bonds," describing a variety of factors which must be considered relative to bond issuance (pages 39 – 41).

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Aaron S. Brown
Interim Vice Chancellor,
Administration & Finance



Capital Markets Group
Riverside County Treasurer-Tax Collector

Riverside Community College
November 13, 2007

The Riverside County Treasurer's Pooled Investment Fund Update

Riverside County Treasurer-Tax Collector

The Riverside County Treasurer is the ex-officio Treasurer of all school districts within the County.

- Bills and collects taxes and assessments
- Provides banking services
 - Virtually all school district funds are deposited with the Treasurer.
 - All General Obligation (“G.O.”) bond funds are required by law to be deposited in treasury.
- Manages funds to produce income.

Treasurer serves as “Agent of Sale” in the sale of negotiated new G.O Bonds issues.

Tax Collector's Responsibilities

Riverside County Treasurer-Tax Collector bills and collects over \$3 billion of taxes and assessments.

- All school districts' share of the basics levy is collected by the office.
- All voter authorized taxes to support G.O Bonds are collected as a separate line item on the tax bill.
- All school district Mello Roos charges are collected as a separate line item on the tax bill.

The Treasurer-Tax Collector has fiduciary obligations to all taxpayers, as well as the school districts.

Treasurer's Pooled Investment Fund (“TPIF”)

Operating principles

- Safety (U.S. Treasury, Fed Agency, AA and A1/P1 or better quality)
- Liquidity (per our policy, 40% < 1 year, 60% ≤ 3 years)
- Yield

Investment Policy (updated December 2006)

- In accordance with California Government Code
- Set parameters for credit quality and maturity
- Consider specific market conditions

Strategy

- Maintain conservative posture
- Maximize investment opportunities

Fund Total
\$4.69 Billion
Weighted Avg. Maturity:
375 Days
Gross Yield:
5.095%
Ratings:
Moody's, Aaa/MR1
Fitch Ratings, AAA/V1+
As of October 31, 2007

Pool Ratings

The TPIF has highest credit ratings from two of the largest rating agencies.

- **Moody's Investors Service**
Aaa/MR1

- Aaa - Smallest degree of investment risk and are judged to be of the best quality.
- MR1 - Least sensitive to changes in market conditions.

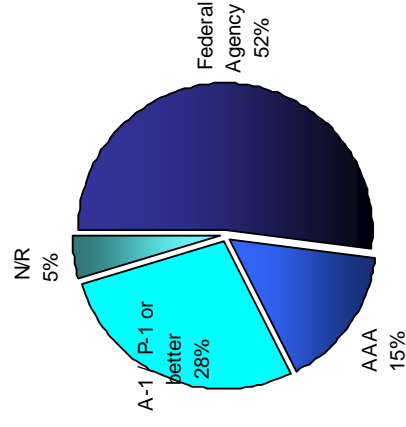
- **Fitch Ratings AAA/V1+**

- AAA - Highest credit quality and lowest expectation of credit risk.
- V1+ - Lowest market risk; should not experience loss of principal value in severely adverse interest rate environments.

Portfolio Sector Breakdown (market values)

Cash Equivalent & MMF	591,000,000.00
Commercial Paper	995,712,532.01
Negotiable CD's	320,000,337.92
Medium Term Notes	345,600,961.53
<u>Local Agency Obligation</u>	<u>6,760,000.00</u>
Total	4,708,428,939.30

Portfolio Credit Quality



The Good, The Bad and the Ugly

The Good:

- Payrolls rose 166k in October, much stronger than expected (consensus: 85k, BLSe: 80k). The unemployment rate remained at 4.7%, as expected.
- Gross Domestic Product (GDP)-Third quarter advanced 3.9%, the strongest growth rate since the first quarter of 2006.

The Bad:

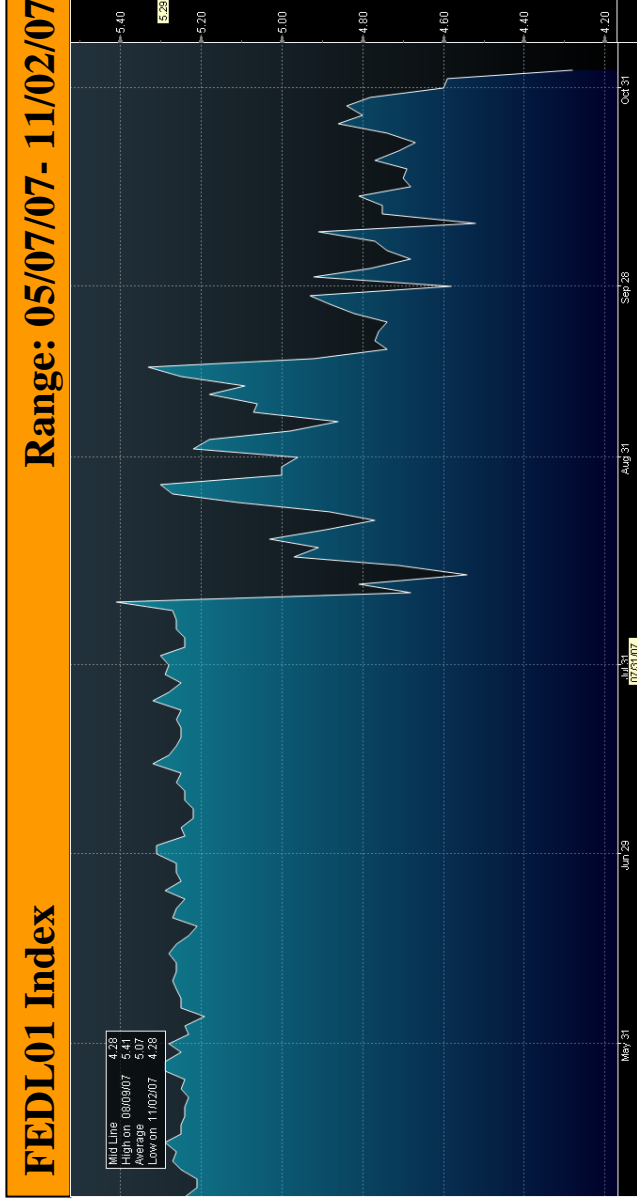
- Consumer confidence for October declined to a reading of 95.6, the lowest level in two years
- The Decline in the Housing market continues to deepen
- Oil/Weak Dollar

The Ugly:

- Potential for stagflation
- Continued distress in the credit markets (CP)

Effective Fed Fund Rates

The FOMC cut its Fed Funds rate from 4.75% to 4.50% at its October 31st meeting. Fed Fund futures indicate a probability of an additional 25 basis point cut in December.



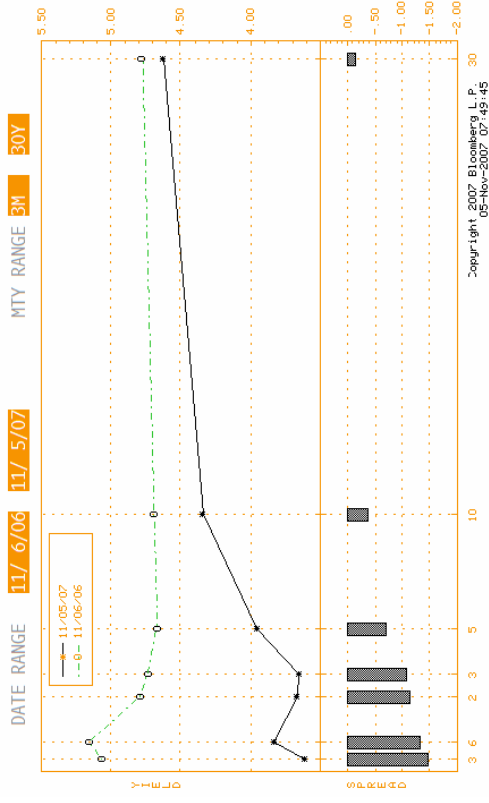
Probabilities of Fed Fund Rate Movements			
Announcement Date 12/11/07			
Fed Move	Current	1 Week Ago	1 Month Ago
4.25	58.25%	66.0%	6.0%
4.50	42.0%	34.0%	94.0%
4.75	0.0%	0.0%	0.0%
5.50	0.0%	0.0%	0.0%
Announcement Date 01/30/08			
Fed Move	Current	1 Week Ago	1 Month Ago
4.25	49.4%	50.6%	30.6%
4.50	31.3%	31.7%	1.7%
4.75	19.3%	17.7%	67.7%
5.50	0.0%	0.0%	0.0%
Announcement Date 03/18/08			
Fed Move	Current	1 Week Ago	1 Month Ago
4.25	38.2%	40.0%	6.9%
4.50	37.9%	36.1%	37.3%
4.75	12.0%	9.9%	55.5%
5.50	11.9%	14.0%	0.3%

Yield Curve

The U.S. Treasury yield curve continues to steepen. A steepening yield curve conceptually implies future economic growth, including potential future inflation.

- Short term rates have declined faster than long term rates.
- There is a 100.2 basis point spread between the 30 year treasury bond and the 3 month treasury bill.

Historical Yield Curve



	11/06/06	11/05/07	Change
3 MONTH	5.068	3.609	-1.4594
6 MONTH	5.165	3.831	-1.3339
2 YEAR	4.799	3.666	-1.1332
3 YEAR	4.738	3.656	-1.0820
5 YEAR	4.671	3.959	-0.7124
10 YEAR	4.693	4.332	-0.3611
30 YEAR	4.784	4.629	-0.1548

The Treasurer's Pooled Investment Fund is heavily impacted by the actions of the Federal Reserve.

- The Federal Reserve directly impacts short term securities such as:
 - Commercial paper, negotiable CD's, agency discount securities, money funds, and repo.
- Long term securities are impacted by the overall bond market reaction to Fed activity and economic indicators
 - Securities such as: U.S. Treasuries, Federal Agencies, and corporate medium term notes.

Going Forward

Continue to strategically hit key cash flow dates (i.e. bi-monthly County payroll, Schools' payroll, DPSS, tax apportionments, etc.)

Maintain medium-term (maximum WAM allowed per the Policy is 1.5 years / 541days) bias to keep Pool positioned in a manner that allows it to slow the effects of potential future rate cuts by the Fed

Riverside County Treasurer

Capital Markets

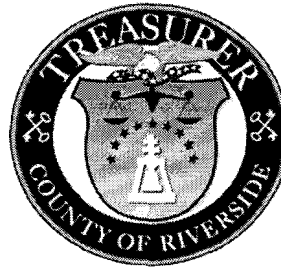
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**COUNTY OF RIVERSIDE
OFFICE OF THE TREASURER TAX-COLLECTOR
STATEMENT OF INVESTMENT POLICY**

INTRODUCTION

The Treasurer's Statement of Investment Policy is presented annually to the County Investment Oversight Committee for review and to the Board of Supervisors for approval, pursuant to the requirements of Sections 53646(a) and 27133 of the California Government Code so as to become effective January 1, 2007.

SCOPE

The Treasurer's Statement of Investment Policy is limited in scope to only those County, school and special district fund assets actually deposited and residing in the County Treasury. It does not apply to bond funds or other assets belonging to the County of Riverside, or any affiliated public agency the assets of which reside outside of the County Treasury.

FIDUCIARY RESPONSIBILITY

Section 27000.3 of the Government Code declares each treasurer, or governing body authorized to make investment decisions on behalf of local agencies to be a trustee and therefore a fiduciary subject to the prudent investor standard. This standard, as stated in Section 27000.3 requires that "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer or the board of supervisors, as applicable, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors."

PORTFOLIO OBJECTIVES

The first and primary objective of the Treasurer's investment of public funds is to safeguard investment principal; second to maintain sufficient liquidity within the portfolio to meet daily cashflow requirements, and third, to achieve a reasonable rate of return or yield on the portfolio consistent with these objectives. The portfolio shall be actively managed in a manner that is responsive to the public trust and consistent with State law.

AUTHORITY

Statutory authority for the Treasurer's investment and safekeeping functions are found in Sections 53601 and 53635 et. seq. The Treasurer's authority to make investments is to be renewed annually, pursuant to state law. It was last renewed by the Board of Supervisors on November 28, 2006 by County Ordinance No. 767.10. California Government Code Section 53607 effectively requires the legislative body to delegate investment authority of the County on an annual basis.

AUTHORIZED INVESTMENTS

Investments shall be restricted to those authorized in Government Code Sections 53601 and 53635 as amended and as further restricted by this policy statement. All investments shall be governed by the restrictions shown in Schedule I which defines the type of investments authorized, maturity limitations, portfolio diversification, credit quality standards (two of the three nationally recognized ratings shall be used for corporate securities), and purchase restrictions that apply.

STAFF AUTHORIZED TO MAKE INVESTMENTS AND WIRE TRANSFERS

Only the Treasurer-Tax Collector, Paul McDonnell, Assistant Treasurer-Tax Collector, Don Kent, Chief Deputy Treasurer-Tax Collector, Jon Christensen, and, Investment Manager, Giovane Pizano are authorized to make investments (except in the case of an emergency) and to order the receipt and delivery of investment securities among custodial security clearance accounts. Staff authorized to make wire or electronic fund transfers (EFT's), and staff authorized to release these wires and EFT's are governed under the Treasurer's Wire Policy.

AUTHORIZED BROKER/DEALERS

Securities transactions are limited solely to those noted on Schedule II of this policy.

DAILY ACCOUNTABILITY AND CONTROL

Except for emergencies or previous authorization by the Treasurer-Tax Collector, all investment transactions are to be conducted at the Treasurer-Tax Collector's office (if open and available to conduct business), documented, and reviewed by the Treasurer-Tax Collector. All investment transactions will be entered daily into the Treasurer's internal financial accounting system with copies to be filed on a timely basis. Portfolio income shall be reconciled daily against cash receipts and quarterly, prior to the distribution of earnings among those entities sharing in pooled fund investment income.

SECURITY CUSTODY & DELIVERIES

All securities except for money market funds registered in the County's name and securities issued by the County or other local agencies shall be deposited for safekeeping with banks contracted to provide the County Treasurer with custodial security clearance services. These third party trust department arrangements provide the County with a perfected interest in, and ownership and control over the securities held by the custodian on the County's behalf, and are intended to protect the County from the bank's own creditors in the event of a bank default and filing for bankruptcy. Securities are **NOT** to be held in investment firm/broker dealer accounts. All security transactions are to be conducted on a "delivery versus payment basis". Confirmation receipts on all investments are to be reviewed immediately for conformity with County transaction documentation. Securities issued by local agencies purchased directly shall be held in the Treasurer's vault. The security holdings shall be reconciled monthly and audited quarterly by the Treasurer's Internal Audits staff.

COMPETITIVE PRICING

Investment transactions are to be made at current market value and competitively priced whenever possible. Competitive pricing does not necessarily require submission of bids, but does require adequate comparative analysis. The current technology utilized by the Treasury provides this information.

MATURITY LIMITATIONS

Unless further restricted by law or these guidelines (Schedule I), no investment shall exceed a final maturity date of five years from the date of purchase.

LIQUIDITY

The portfolio shall maintain a weighted average days to maturity (WAM) of less than 541 days or 1.5 years. To provide sufficient liquidity to meet daily expenditure requirements, the portfolio shall maintain at least 40% of its total value in securities having maturities 1 year or less.

SECURITIES LENDING

The Treasurer may engage in securities lending activity limited to 20% of the portfolio's book value on the date of transaction. Instruments involved in a securities lending program are restricted to those securities pursuant to California Government Code Section 53601(i) and by the Treasurer's Statement of Investment Policy.

REVERSE REPURCHASE AGREEMENTS

The Treasury shall not engage in any form of leverage for the purpose of enhancing portfolio yield. There shall be no entry into reverse repurchase agreements except for temporary and unanticipated cashflow requirements that would cause the Treasurer to sell securities at a principal loss. Any reverse repurchase agreements are restricted pursuant to California Government Code Section 53601(i) and by the Treasurer's Statement of Investment Policy.

MITIGATING MARKET & CREDIT RISKS

Safety of principal is the primary objective of the portfolio. Each investment transaction shall seek to minimize the County's exposure to market and credit risks by giving careful and ongoing attention to the: (1) credit quality standards issued by the nationally recognized rating agencies on the credit worthiness of each issuer of the security, (2) limiting the concentration of investment in any single firm to the dollar limits authorized, (3) by limiting the duration of investment to the time frames noted in Schedule I, (4) and by maintaining the diversification and liquidity standards expressed within this policy.

TRADING & EARLY SALE OF SECURITIES

All securities are to be purchased with the intent of holding them until maturity. However, in an effort to minimize market and credit risks, securities may be sold prior to maturity either at a profit or loss when economic circumstances, trend in short-term interest rates, or a deterioration in credit-worthiness of the issuer warrants a sale of the securities to either enhance overall portfolio yield or to minimize further erosion and loss of investment principal. Such sales should take into account the short and long term impacts on the portfolio. However, the sale of a security at a loss can only be made after first securing the approval of the Treasurer-Tax Collector.

PURCHASE OF WHEN ISSUED SECURITIES

When issued (W.I.) purchases of securities and their subsequent sale prior to cash settlement are authorized as long as sufficient cash is available to consummate their acceptance into the Treasurer's portfolio on the settlement date.

PORTFOLIO REPORTS/AUDITING

Portfolio reports required by Sections 53607 and 27133(e) shall be filed monthly with the Board of Supervisors. The Treasurer shall also prepare and file with the Board of Supervisors, the County Executive Officer, County Auditor-Controller, Superintendent of Schools and the Investment Oversight Committee, the Treasurer's Monthly Disclosure Report on Investments, including at a minimum, all information required by law. Monthly Treasurer's Pooled Investment Fund reports are to be filed with the County Investment Oversight Committee as required by Section 27134 of the California Government Code. Consistent with Board Policy B-21 (County Investment Policy Statement), § III A, an outside compliance audit will be conducted annually. Outside audits will be conducted at least biannually by an independent auditing firm selected by the Board of Supervisors, per Board Minute Order No. 3.48.

SPECIFIC INVESTMENTS

Specific investments for individual funds may be made in accordance with the Treasurer's Statement of Investment Policy, upon written request of the responsible agency, and, approval of the Treasurer-Tax Collector. Investments outside of the policy may be made on behalf of such funds with approval of the governing Board. With the purchase of specific investments, the fund will be allocated the earnings associated with those investments. The Treasurer-Tax Collector reserves the right to allocate a prorata charge for administrative costs to such funds.

PERFORMANCE EVALUATION

Portfolio performance is monitored daily and evaluated monthly in comparison to the movement of the Treasurer's Institutional Money Market Index (TIMMI), or other suitable index. Over time, the portfolio rate of return should perform in relationship to such an index. Regular meetings are to be conducted with the investment staff to review the portfolio's performance, in keeping with this policy, and current market conditions.

INVESTMENT OVERSIGHT COMMITTEE

In accordance with Section 27130 et seq. of the California Government Code, the Board of Supervisors has established an Investment Oversight Committee. The role of the Committee is advisory in nature. It has no input on day to day operations of the Treasury.

QUARTERLY DISTRIBUTION OF INVESTMENT EARNINGS

Portfolio income, including gains and losses (if any), will be distributed quarterly in compliance with Sections 53684 and 53844 of the California Government Code which give the Treasurer broad authority to apportion earnings and losses among those participants sharing in pooled investment income, and except for specific investments in which the interest income is to be credited directly to the fund from which the investment was made, all investment income is to be distributed prorata based upon each participant's average daily cash balance for the calendar quarter. Any subsequent adjustments of reported earnings by the Auditor-Controller will be first reviewed and approved by the Treasurer to assure compliance with California Government Code Sections 53684 and 53844.

QUARTERLY APPORTIONMENT OF ADMINISTRATIVE COSTS

Prior to the quarterly apportionment of pooled fund investment income, the County Treasurer is permitted, pursuant to Section 27013 of the California Government Code, to deduct from investment income before the distribution thereof, the actual cost of the investment, audit, deposit, handling and distribution of such income.

Accordingly, in keeping with Sections 27013, 27133(f), and 27135, the Treasury shall deduct from pooled fund investment earnings the actual cost incurred for: retail banking services, wire transfers, custodial safekeeping charges, the pro-rata annual cost of the salaries including fringe benefits for the personnel in the Treasurer-Tax Collector's office engaged in the administration, investment, auditing, cashiering, accounting, reporting, remittance processing and depositing of public funds for investment, together with the related computer and office expenses associated with the performance of these functions. Costs are apportioned based upon average daily ending balances. Prior to gaining reimbursement for these costs, the Treasurer-Tax Collector shall annually prepare a proposed budget revenue estimate for "Section 27013 administrative costs", providing a detailed itemization of all costs required to be reimbursed.

TREASURY OPERATIONS

Treasury operations are to be conducted in the most efficient manner to reduce costs and assure the full investment of funds. The Treasurer will maintain a policy regarding outgoing wires and other electronic transfers. Requests for outgoing transfers which do not arrive on a timely basis may be delayed. The County Treasurer may institute a fee schedule to more equitably allocate costs that would otherwise be spread to all depositors.

POLICY CRITERIA FOR AGENCIES SEEKING VOLUNTARY ENTRY

Should any agency solicit entry, the agency shall comply with the requirements of Section 53684 of the California Government Code and provide to the County Treasurer a resolution adopted by its governing board stating that it has excess funds available for the purpose of investment. The resolution shall specify the amount of monies to be invested, the person authorized at the agency to coordinate the transaction, the anticipated time frame for deposits, the agency's willingness to be bound to the statutory 30 day written notice requirement for withdrawals, and acknowledging the Treasurer's ability to deduct pro-rata administrative charges permitted by Section 27013. Any solicitation for entry into the TPIF must have the County Treasurer's prior written approval before the receipt of funds is authorized. The depositing entity will enter into a depository agreement with the Treasurer.

POLICY CRITERIA FOR VOLUNTARY PARTICIPANT WITHDRAWALS

With the Treasury being required to maintain a 40% liquidity position at all times during the calendar year, it is anticipated that sufficient funds will be on hand to immediately meet on demand all participant withdrawals for the full dollar amounts requested without having to make any allowance or pro-rata adjustment based on the current market value of the portfolio. In addition, any withdrawal by a local agency for the purpose of investing or depositing those funds outside the Pool shall have the prior written approval of the County Treasurer. The Treasurer's approval of the withdrawal request shall be based on (1) the availability of funds; (2) the circumstances prompting the request; (3) the dollar volume of similar requests; (4) the prevailing condition of the financial markets; (5) the present magnitude of the portfolio's "paper loss" when compared to the total book value of the portfolio, and, (6) whether the withdrawal would adversely affect other depositors in the Pool.

POLICY ON RECEIPT OF HONORARIA, GIFTS AND GRATUITIES

Neither the Treasurer-Tax Collector nor any member of his staff, shall accept any gift, gratuity or honoraria from financial advisors, brokers, dealers, bankers or other persons or firms conducting business with the County Treasurer which exceeds the limits established by the Fair Political Practices Commission (FPPC) and relevant sections of California Government Code section 27133.

ETHICS & CONFLICTS OF INTEREST

Officers and staff members involved in the investment process shall refrain from any personal business activity that compromises the security and integrity of the County's investment program or impairs their ability to make impartial and prudent investment decisions. In addition, the County Treasurer-Tax Collector, Assistant Treasurer-Tax Collector, Chief Deputy Treasurer-Tax Collector and Investment Manager are required to file annually the applicable financial disclosure statements as mandated by the FPPC and County policy.


INVESTMENTS MADE FROM DEBT ISSUANCE PROCEEDS

The proceeds of a borrowing may be specifically invested per Schedule I of this policy (with the exception of Collateralized Time Deposits and Local Agency Obligations) as well as competitively bid investments (see County of Riverside Office Of The Treasurer-Tax Collector Statement Of Investment Policy Governing Competitively Bid Investments for Pool Participants, dated February 28, 2006).

No pooled fund investments made from the proceeds of a borrowing, the monies of which are deposited in the County Treasury, shall be invested for a period of time exceeding the maturity date of the borrowing. Nor shall any monies deposited with a bank trustee or fiscal agent for the ultimate purpose of retiring the borrowing be invested beyond the maturity date of the borrowing.

POLICY ADOPTION & AMENDMENTS

This policy statement will become effective January 1, 2007 following adoption by the Board of Supervisors, and, will remain in force until subsequently amended in writing by the Treasurer-Tax Collector and approved by the Board.



Paul McDonnell
County of Riverside
Treasurer-Tax Collector

SCHEDULE I

AUTHORIZED INVESTMENTS	DIVERSIFICATION (1)	PURCHASE RESTRICTIONS	MATURITY	CREDIT QUALITY (S&P/MOODY'S/FITCH)
U.S. Treasury notes, bills, bonds or other certificates of indebtedness	100%	NA.	Maximum 5 years	NA
Notes, participations, or obligations issued by the agencies of the federal government	100%	NA	Maximum 5 years	NA
Bonds, notes, warrants or certificates of indebtedness issued by the state or local agencies or County of Riverside	15% max or \$150mm	NA	Maximum 3 years	Long term - A, A2, A or better
Bankers Acceptances (BA's)	30% maximum	Max \$50mm per issuer	Maximum 180 days	Short term - A-1, P-1, F-1 or better
Commercial Paper (CP) of U.S. corporation with total assets exceeding \$500 mm	40% maximum	Max \$100mm per issuer See Schedule VI	Maximum 270 days	Short term - A-1, P-1, F-1 or better
Local Agency Obligations	2.5% max, no more than 1.25% per issuer	Board of Supervisors approval required. Issued by pool depositors only	Maximum 3 years	Non-rated, if in the opinion of the Treasurer, considered to be of investment grade or better
CalTRUST Short Term Fund	1% maximum	Board of Supervisors approval required.	Daily liquidity	NR / Portfolio managed pursuant to California Government Code § 53601 & 53635
Negotiable CD's issued by national or state chartered banks or a licensed branch of a foreign bank	25% maximum	Max \$50mm per issuer	Maximum 1 year	Short term - A-1, P-1, F-1 or better
Collateralized Time Deposits	2% maximum	See Schedule IV	Maximum 1 year	N/A
Repurchase Agreements (repo) with 102% collateral restricted to U. S. Treasuries, agencies, agency mortgages, CP, BA's	40% max, 25% in term repo over 7 days. No more than 20% w/one dealer in term repo	Repurchase agreements to be on file	Maximum 45 days	Short Term A-1, P-1, F-1 or better If A-2, P-2, F2 then overnight only
Reverse Repurchase Agreements on U. S. Treasury & federal agency securities in portfolio	10% maximum	For temporary cash Flow needs only.	Max 60 days with prior approval of Board of Supervisors	NA
Medium Term Notes or Corporate Notes on U. S. corporation	20% maximum	Max \$30mm per issuer	Maximum 2 years	Short term - A-1, P-1, F-1 Long term - AA, Aa2, AA or better AA, Aa2, AA minimum if under 1 year AAA, Aaa, AAA minimum if over 1 year
Money Market Mutual Funds that invest in eligible securities meeting requirements of California Government Code	20% maximum	Registered with SEC No NAV adjustments No front end loads See Schedule V	Daily liquidity	Long Term - AAA (2 of 3 nationally recognized ratings services)

(1) Whichever is greater.

AUTHORIZED BROKER/DEALERS SCHEDULE II

The Treasurer is authorized to conduct investment security transactions with the broker/dealers which are designated by the Federal Reserve Bank as primary government dealers. Security transactions with firms, other than those appearing on this list, are prohibited.

1. Other authorized firms:

Cantor Fitzgerald Securities Corp.
A.G. Edwards and Sons, Inc.
Union Bank of California
The Bank of New York
Wells Fargo Bank
U.S. Bank

2. Direct purchases from major commercial paper issuers, money market mutual funds, banker's acceptance issuers, negotiable CD issuers, or savings and loan are authorized.
3. Incidental purchases of less than \$10 million may be made with other firms if in the opinion of the Treasurer, such transactions are deemed advantageous.

To ensure compliance with the County Treasurer's investment guidelines, each newly authorized primary government dealer and other authorized firms (as listed above in section A, B and C) will be supplied a complete copy of this Investment Policy document approved by the Board of Supervisors.

**POLICY CRITERIA FOR SELECTION OF BROKER/DEALERS
SCHEDULE III**

1. The County Treasurer has elected to limit security transactions as mentioned in Schedule II. Accordingly, the financial institution must confirm that they are a member of the National Association of Security Dealers (NASD), registered with the Securities & Exchange Commission (SEC), and possess all other required licenses. The Treasurer is prohibited from the selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.
2. The County Treasurer's intent is to enter into long-term relationships. Therefore, the integrity of the firm and the personnel assigned to our account is of primary importance.
3. The firm must state in writing its willingness to be bound by the County Treasurer's written Investment Policy Guidelines.
4. The firm must specify the types of securities it specializes in and will be made available for our account. Additionally, the firm must maintain its own securities clearing operations to qualify doing business with the County Treasurer.
5. It is important that the firm provide related services that will enhance the account relationship which could include:
 - (a) An active secondary market for its securities.
 - (b) Internal credit research analysis on commercial paper, bankers acceptances and other securities it offers for sale.
 - (c) Be willing to trade securities for our portfolio.
 - (d) Be capable of providing market analysis, economic projections, newsletters.
 - (e) Provide market education on new investment products, security spread relationships, graphs, etc.
6. The firm must be willing to provide us annual financial statements.
7. The County Treasurer is prohibited from the establishment of a broker/dealer account for the purpose of holding the County's securities. All securities must be subject to delivery at the County's custodial bank, The Bank of New York.
8. Without exception, all transactions are to be conducted on a delivery vs. payment (DVP) basis.
9. The broker/dealer must have been in operation for more than 5 years, and, if requested, the firm must be willing to provide us a list of local government clients or other reference, particularly those client relationships established within the State of California.

POLICY CRITERIA FOR COLLATERALIZED TIME DEPOSITS SCHEDULE IV

Before the Treasury can place a time deposit with a local bank or savings and loan, the following criteria must be met:

1. The bank must provide us with an executed copy of the "Contract for Deposit of Moneys".
2. The interest rate on the Time Certificate of Deposit must be competitive with rates offered by other banks and savings and loans residing in Riverside County, and, must exceed the interest rate for treasury bills for a similar maturity period.
3. For investments less than \$100,000, FDIC insurance will be sufficient without requiring any collateral to be pledged with the Federal Reserve to secure the public fund deposit.
4. For investments exceeding \$100,000, there will be a waiver of collateral for the first \$100,000 deposited and protected by FDIC insurance. The remainder of the deposit shall be fully collateralized by U. S. Treasury and Federal Agency securities having maturities less than five years. The County Treasury must receive written confirmation that these securities have been pledged in repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Section 53652 of the Government Code. Additionally, a statement of the collateral shall be provided on a monthly basis.
5. The County Treasurer must be given a current audited financial statement for the financial year just ended as well as the most recent quarterly statement of financial condition. The financial reports must both include a statement of financial condition as well as an income statement depicting current and prior year operations.
6. The County Treasurer will not place a public fund deposit for more than 10% of the present paid-up capital and surplus of the bank.
7. The County Treasurer must receive a certificate of deposit which specifically expresses the terms governing the transaction, deposit amount, issue date, maturity date, name of depositor, interest rate, interest payment terms (monthly, quarterly, etc).
8. All time certificates must have a maturity date not exceeding one year from the date of the deposit, with interest payments based upon the stated interest rate.
9. The County Treasurer must receive a letter from the comptroller and/or treasurer of the bank at the time the initial deposit is made, that there is no known pending financial disclosure or public announcement of an adverse financial event involving the bank or savings and loan, nor is there any knowledge that a conflict of interest situation exists between any County official and an officer or employee of the bank.
10. Time deposits will only be made with banks and savings and loans having branch office locations within Riverside County.

**POLICY CRITERIA FOR ENTERING INTO A MONEY MARKET FUND
SCHEDULE V**

1. The firm must provide in writing a statement on the fund's letterhead that the fund meets the statutory requirements of California law (i.e., Sections 53601 and 53635 of the California Government Code).
2. The fund must provide evidence that it has been registered with SEC and has "AAA" ratings from two of the nationally recognized rating services: Moody's, Fitch, Standard & Poor's.
3. The fund must provide us copies of their portfolio reports and shall provide at least at month-end, a complete listing of securities within the fund's portfolio.
4. The fund shall provide us a current prospectus before our participation in the fund.
5. The fund's prospectus cannot allow hedging strategies, options, futures, or security lending transactions.
6. The fund must maintain daily, a principal per share value of \$1.00 per share.
7. The fund shall provide information as to who serves as their custodial bank.
8. The fund shall provide at least annually financial statements on the fund's financial condition and investment performance.
9. The fund shall provide us wire instructions for the purchase and redemption of shares, and must be able to distribute interest earnings to the County Treasurer on a monthly basis.
10. Unless the fund is more than five years old, the County Treasurer is to be given its performance history since the inception of the fund.
11. The County Treasurer is also to be given the date the fund was established, the total assets currently under management, the recent 12 months history as to either the growth or decline in assets under management, and whether or not the fund is assessing 12B-1 management fees.

**POLICY CRITERIA FOR PURCHASES OF COMMERCIAL PAPER
 SCHEDULE VI**

	<u>Short-Term Ratings</u>	<u>Long-Term Ratings</u>
<u>Category 1</u>	A-1+/P-1/F-1+	AAA/Aaa/AAA
<u>Category 2</u>	A-1+/P-1/F-1+	AA+/Aa1/AA+,AA/Aa2/AA, AA-/Aa2/AA-
<u>Category 3</u>	A-1/P-1/F-1	A/A2/A or better.

Restrictions

<u>Category 1</u>	No short-term credit watch by any agency. Maximum of \$100 million per issuer. No more than \$50 million in excess of 180 days.
<u>Category 2</u>	No short-term credit watch by any agency. Maximum of \$100 million per issuer. No more than \$50 million in excess of 90 days.
<u>Category 3</u>	No short-term credit watch by any agency. No long-term negative outlook by any agency. No Asset Backed programs. Maximum of \$100 million per issuer. Maximum of \$50 million per issuer in excess of 5 days. Maturity no greater than 45 days.

Rating Agency Comparison Table

Short-Term Scale		Long-Term Scale	
S&P	A-1+, A-1	S&P	AAA, AA+, AA, AA-, A+, A
Moody's	P-1	Moody's	Aaa, Aa1, Aa2, Aa3, A1, A2
Fitch	F-1+, F-1	Fitch	AAA, AA+, AA, AA-, A+, A



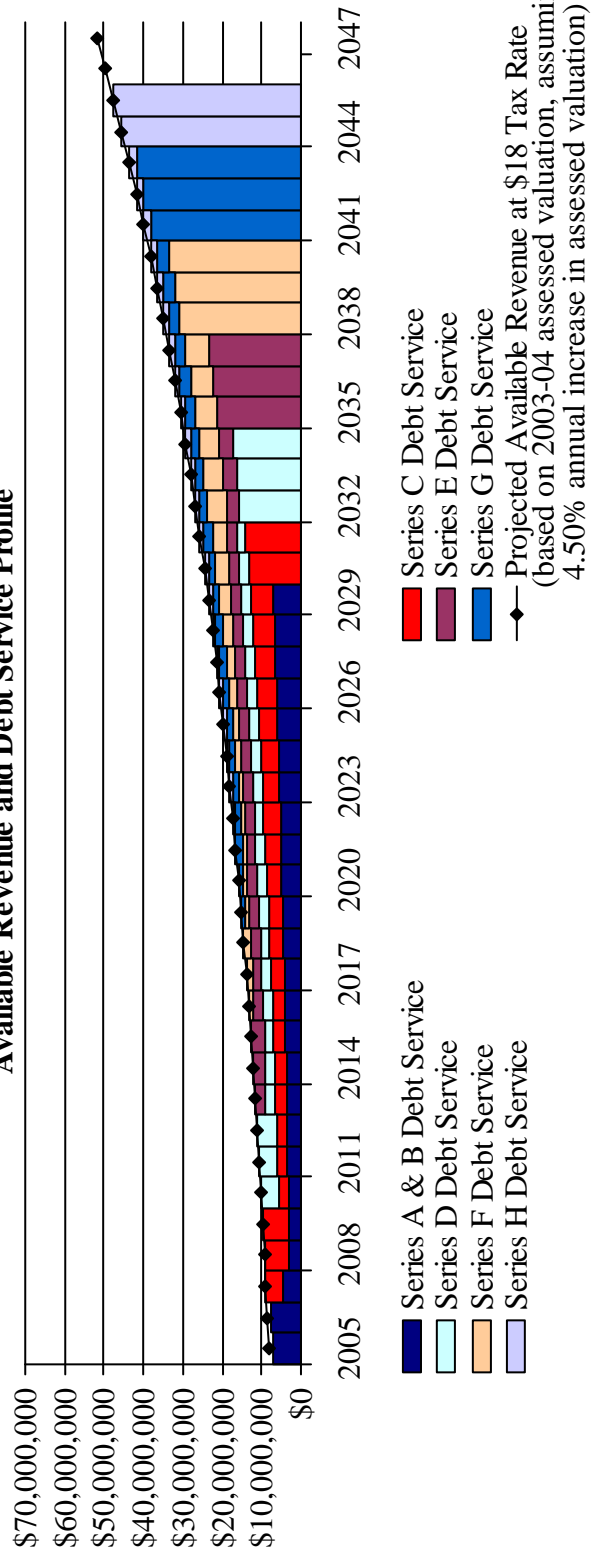
Presentation to Resources Committee
November 13, 2007



Bonding Plan at time of Series A & B Issuance

	<u>Issue Date</u>	<u>Final Maturity Date</u>	<u>Par Amount</u>
Series A & B	08/03/04	08/01/29	\$ 65,000,000
Series C	08/01/06	08/01/31	60,000,000
Series D	08/01/09	08/01/34	50,000,000
Series E	08/01/12	08/01/37	50,000,000
Series F	08/01/15	08/01/40	50,000,000
Series G	08/01/18	08/01/43	50,000,000
Series H	08/01/21	08/01/45	25,000,000

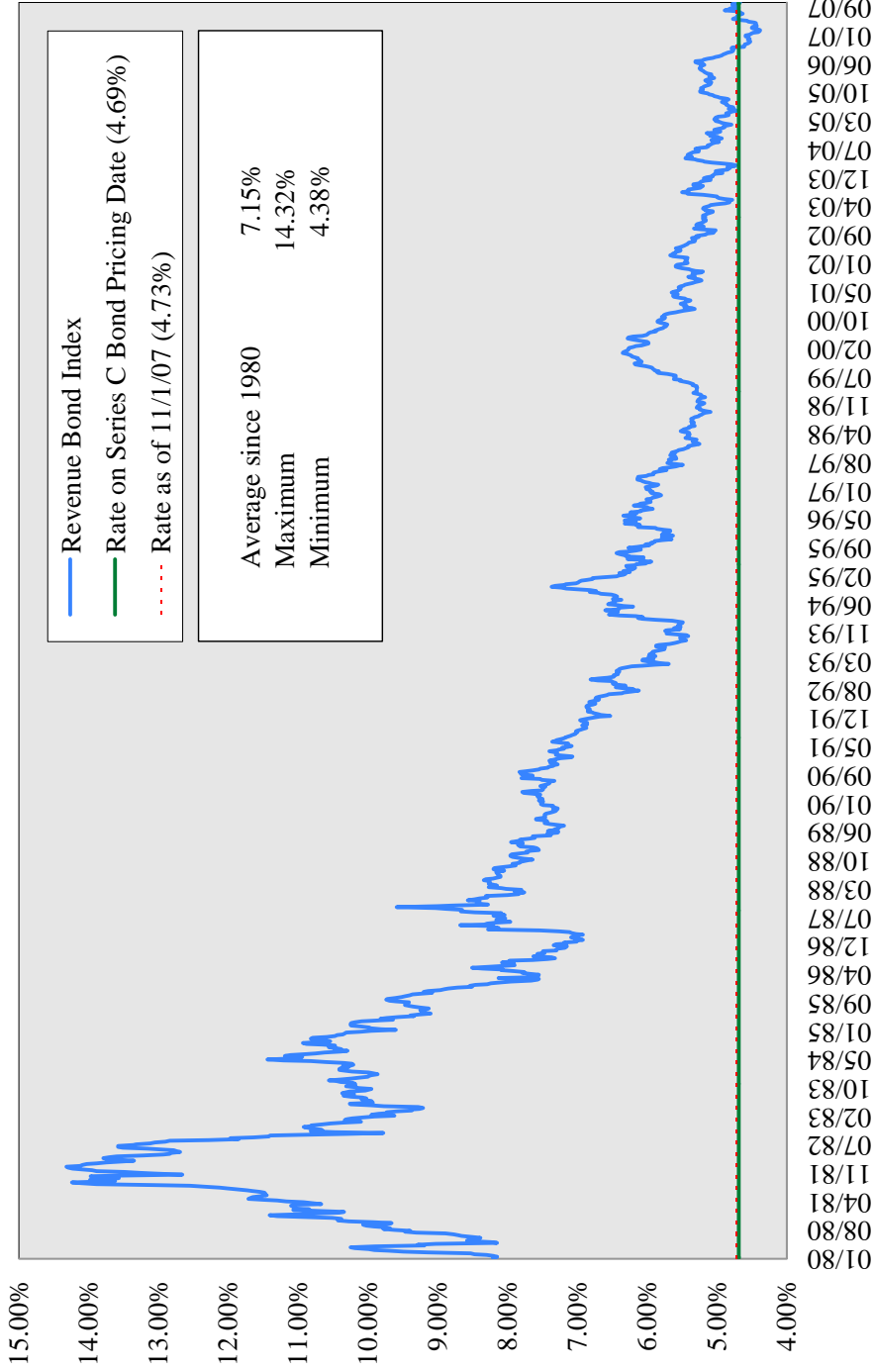
Available Revenue and Debt Service Profile



Projected Tax Rate: \$18.00 / \$100,000 of Assessed Valuation

Historical Long-Term Tax-Exempt Interest Rates

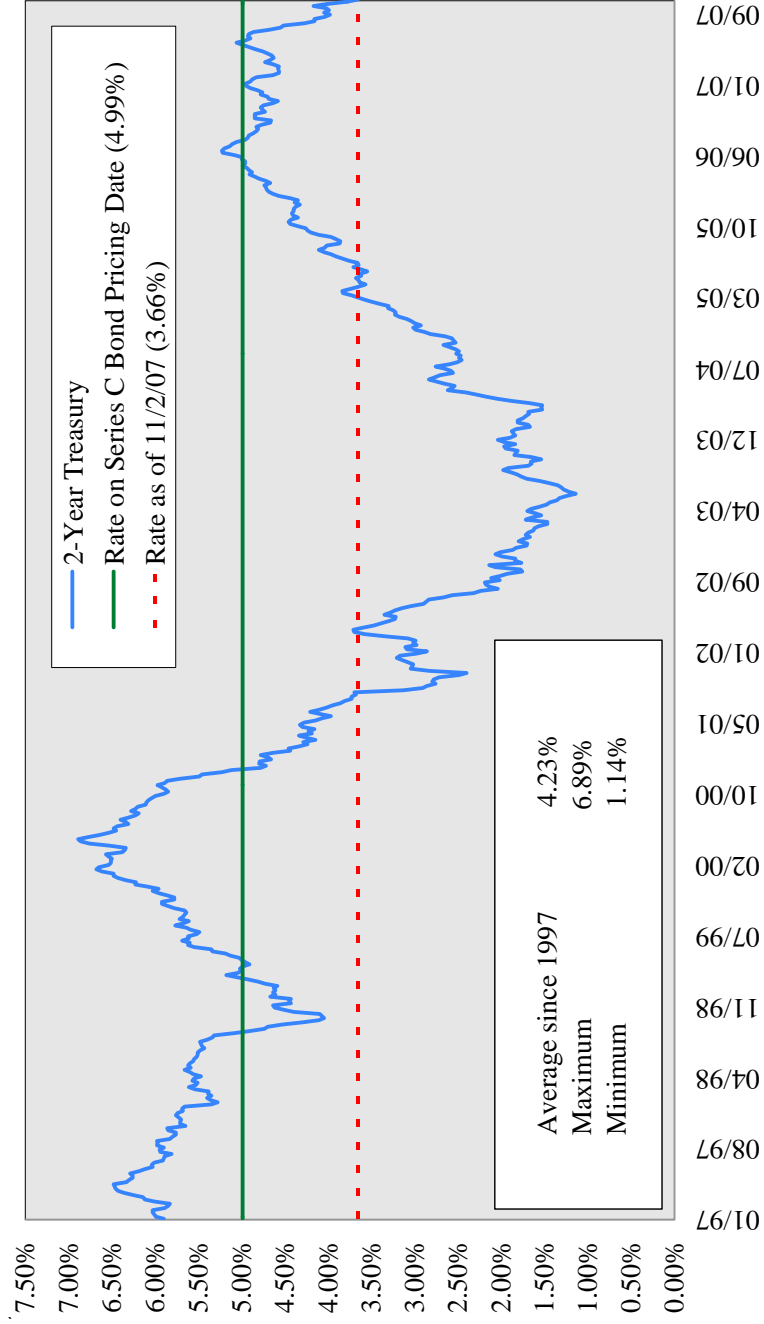
Historical Revenue Bond Index January 1980 – November 2007



* The Revenue Bond Index (RBI) is based on 30-year bonds issued by 25 different revenue bond issuers for a variety of purposes including housing, transportation, hospitals, and pollution control. The RBI is widely used as the benchmark for long-term revenue bonds.

2-Year Treasury Bond Since 1997

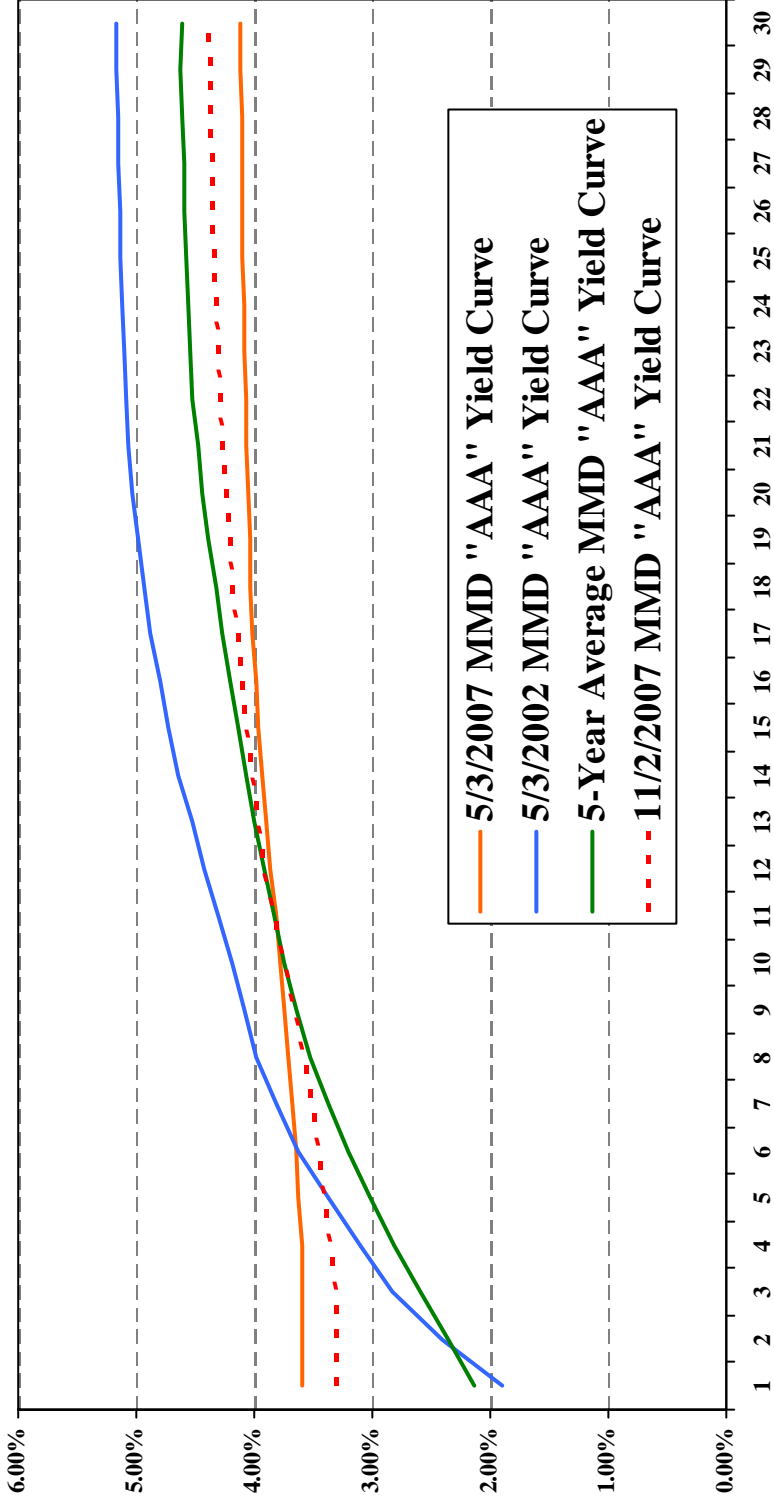
Historical 2-Year Treasury Bond Yield January 1997 – November 2007



* The 2-Year Treasury Bond yield is the market yield on U.S. Treasury securities at 2-year constant maturity, quoted on investment basis..

Yield Curve Comparisons

Municipal Market Data (MMD) "AAA" Yield Curve



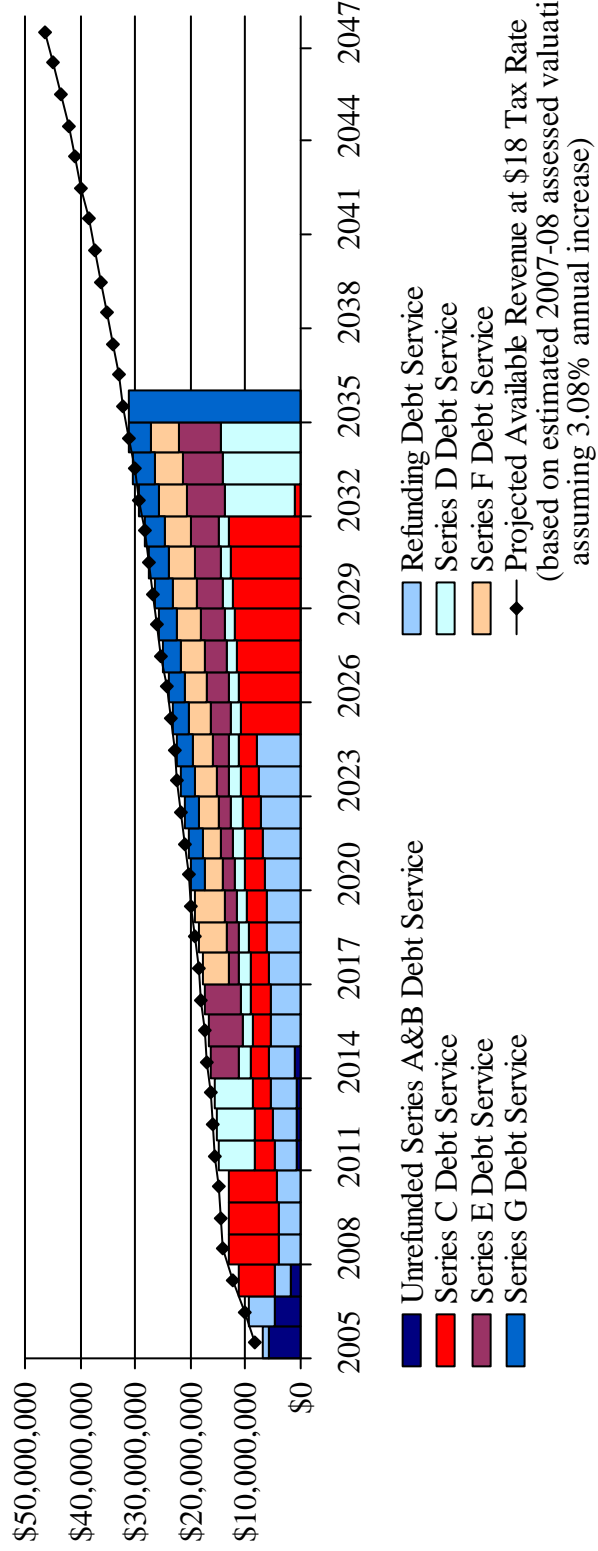
* The Municipal Market Data (MMD) "AAA" bond yield curves are updated daily and serve as the benchmark for the domestic U.S. municipal markets.

Updated Bonding Plan - Option 1: Issue Under Three-Year Expenditure Rule

	<u>Issue Date</u>	<u>Final Maturity Date</u>	<u>Par Amount</u>
Series A & B*	08/03/04	08/01/29	\$ 65,000,000
Series C	06/21/07	08/01/32	90,000,000
Series D	08/01/10	08/01/34	50,000,000
Series E	08/01/13	08/01/34	50,000,000
Series F	08/01/16	08/01/34	50,000,000
Series G	08/01/19	08/01/35	45,000,000

* \$51,730,000 of Series A Bonds were refunded by the 2005 General Obligation Refunding Bonds (which generated \$7,581,784 of additional project funds). The principal amount of the Refunding Bonds does not count against the District's bond authorization.

Available Revenue and Debt Service Profile

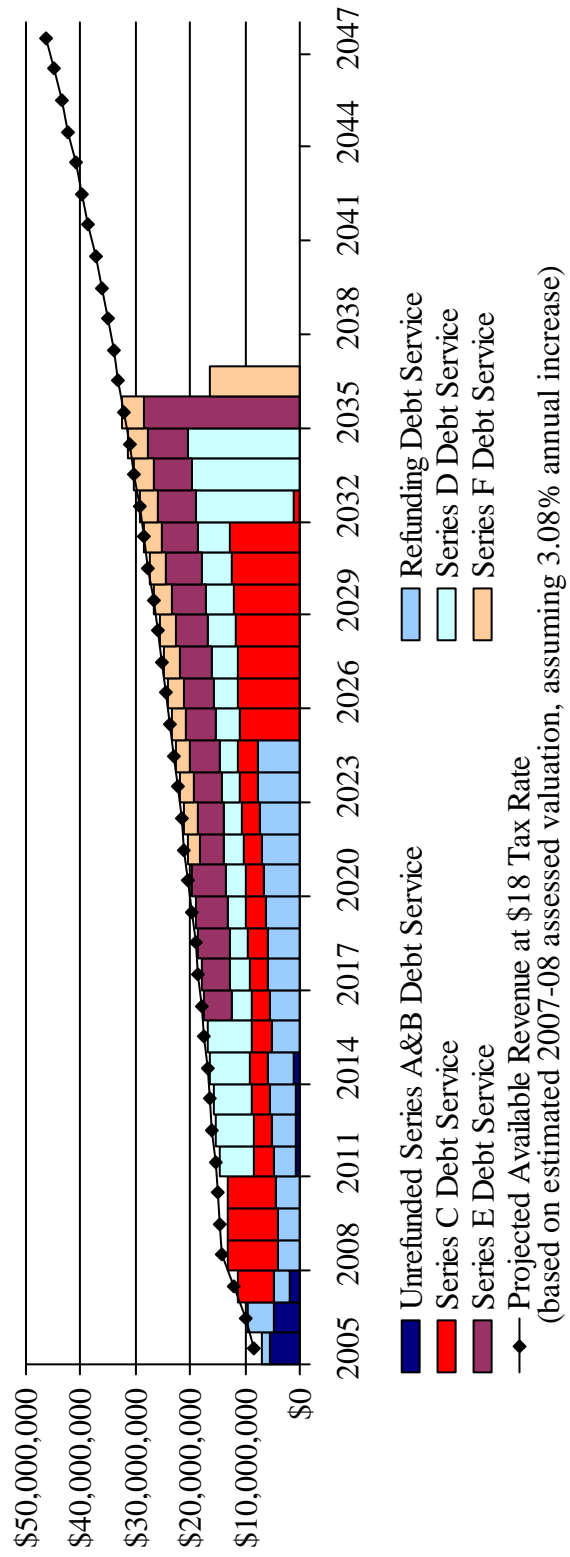


Updated Bonding Plan - Option 2: Issue Under Five-Year Expenditure Rule

	<u>Issue Date</u>	<u>Final Maturity Date</u>	<u>Par Amount</u>
Series A & B*	08/03/04	08/01/29	\$ 65,000,000
Series C	06/21/07	08/01/32	90,000,000
Series D	08/01/10	08/01/34	80,600,000
Series E	08/01/15	08/01/35	77,840,000
Series F	08/01/20	08/01/36	36,560,000

* \$51,730,000 of Series A Bonds were refunded by the 2005 General Obligation Refunding Bonds (which generated \$7,581,784 of additional project funds). The principal amount of the Refunding Bonds does not count against the District's bond authorization.

Available Revenue and Debt Service Profile



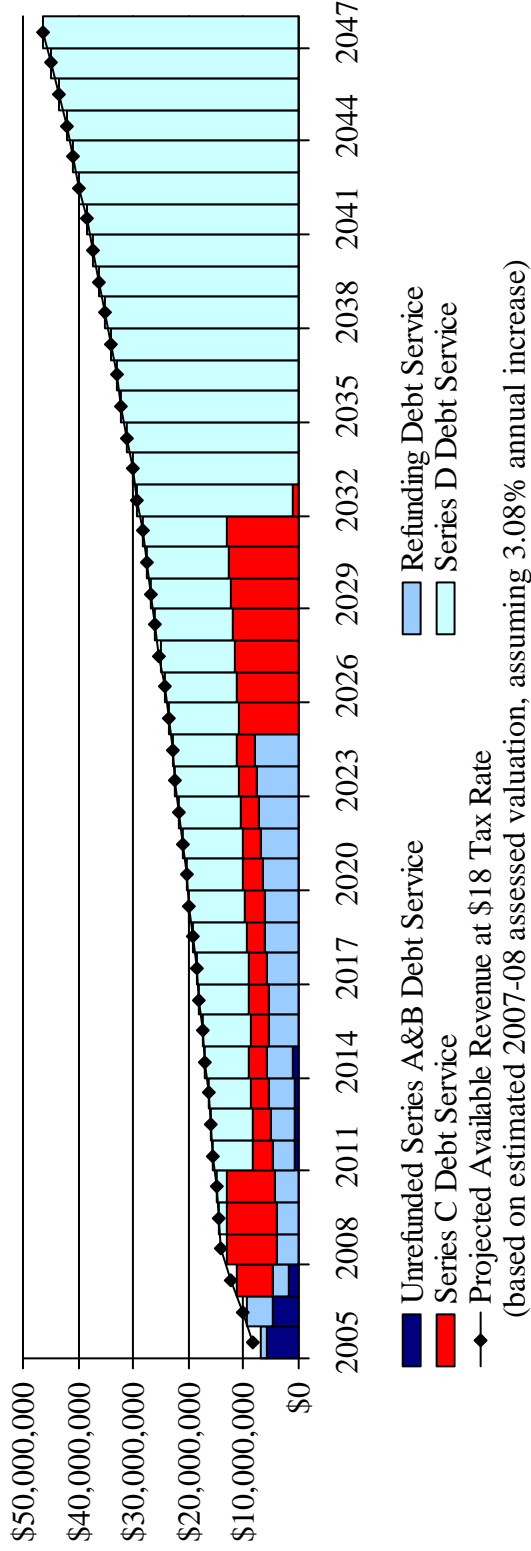
—◆— Projected Available Revenue at \$18 Tax Rate
(based on estimated 2007-08 assessed valuation, assuming 3.08% annual increase)

Updated Bonding Plan - Option 3: Issue All Remaining Authorization

	<u>Issue Date</u>	<u>Final Maturity Date</u>	<u>Par Amount</u>
Series A & B*	08/03/04	08/01/29	\$ 65,000,000
Series C	06/21/07	08/01/32	90,000,000
Series D	02/01/08	08/01/47	195,000,000

* \$51,730,000 of Series A Bonds were refunded by the 2005 General Obligation Refunding Bonds (which generated \$7,581,784 of additional project funds). The principal amount of the Refunding Bonds does not count against the District's bond authorization.

Available Revenue and Debt Service Profile



(based on estimated 2007-08 assessed valuation, assuming 3.08% annual increase)

Comparison of Estimated Interest Earnings

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
	<u>Under Three-Year Rule</u>	<u>Under Five-Year Rule</u>	<u>Issue All</u>
Bond Issuance			\$195,000,000
2008			
2010	\$50,000,000	\$80,600,000	
2013	\$50,000,000		
2015		\$77,840,000	
2016	\$50,000,000		
2017			
2019	\$45,000,000		
2020		\$36,560,000	
Total Bond Proceeds	\$195,000,000	\$195,000,000	\$195,000,000
Total Interest Earnings	\$11,569,809	\$20,825,236	\$102,363,179
Total Funds Available for Projects	\$206,569,809	\$215,825,236	\$297,363,179
<i>PV of Funds Available for Projects</i>	<i>\$138,779,421</i>	<i>\$143,246,926</i>	<i>\$177,515,685</i>
Increase in Total Funds Available for Projects	-	\$9,255,428	\$90,793,370
Increase in <i>PV of Funds Available for Projects</i>	-	\$4,467,506	\$38,736,264

Note: 1) Interest earnings are based on an assumed investment rate of 4.00% for both taxable and tax-exempt investments.
2) The present value calculations of Funds Available for Projects are based on a discount rate of 5.0% and a target date of February 1, 2008.

Riverside Community College District
Measure C - Project Commitments Summary
September 30, 2007

Series A, Series B, Series A Refunding, Series 2007 C

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	
Series 2007 C Proceeds		90,000,000	
Series 2007 C Premium		2,816,967	
FY 2004-2005 Interest Income		1,030,586	
FY 2005-2006 Interest Income		1,726,681	
FY 2006-2007 Interest Income		1,449,144	
FY 2006-2007 Energy Rebates - Utility Retrofit Project		159,498	
FY 2007-2008 Projected Interest Income		3,500,000	
FY 2007-2008 Projected Energy Rebates		<u>218,502</u>	
Total Proceeds/Income			177,314,975

Project Commitments / Proposed Projects

Completed Projects	\$	53,026,438	
In-Progress Projects		<u>71,921,565</u>	
Total Project Commitments			<u>124,948,002</u>
Uncommitted Balance - Measure C funds	\$		<u><u>52,366,973</u></u>

**Riverside Community College District
Measure C - Project Commitments Summary
Through September 30, 2007**

Project	Project Funding Source					Actual Measure C Expenditures thru 09/30/07
	Board Approved Project Budgets	Future Projects - Additional Funding Needed	Actual and Projected State Funding	Total Estimated Project Funding		
Completed						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085			\$ 12,492,085	\$ 12,492,085	\$ 12,492,085
Issuance Related Expenditures	4,860,905	-	0.00	4,860,905		17,352,990
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	-	5,133,999 a	6,144,613		1,010,614
Norco Campus Room Renovations	100,020	-	-	100,020		100,019
Swing Space	4,273,734	-	-	4,273,734		4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	4,516,435		4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	20,949,896		20,932,624
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919		276,348
RCCD System Office Purchase	2,629,981	-	-	2,629,981		2,629,981
Emergency Phone Project	379,717	-	-	379,717		379,717
Total Completed Projects	\$ 53,026,438	\$ -	\$ 5,133,999	\$ 58,160,437	\$ 65,488,680	
In-Progress or Initial Phase						
Phase II - Wheelock PE Complex	\$ 190,631	\$ -	\$ -	\$ 190,631	\$ 190,631	\$ 190,631
Physical/Life Science Secondary Effects	32,500	-	-	-		32,500
District Computer/Network/ System Upgrades	1,036,990	0	0	1,036,990		862,454
Quad Modernization	8,735,238	-	4,019,766 a	12,755,004		7,629,160
Phase III - Norco Industrial Technology Project	10,147,826	-	20,484,274 p	30,632,100		903,889
Phase III - MV/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282		521,350
Innovative Learning Center	7,653,605	-	2,444,632 p	10,098,237		4,677,502
Nursing/Sciences Building - Riverside	5,082,686	9,454,314	57,572,000 p	72,109,000		1,822,801
Future Projects - Feasibility/Planning/Management	563,407	723,602	-	1,287,009		266,182
Scheduled Maintenance	885,427	-	258,825 s	1,144,252		632,603
Riverside/Moreno Valley Food Services Remodel	2,539,685	-	-	2,539,685		97,607
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451		480,024
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296		350,758
Utility Retrofit Project	6,176,094	600,000	-	6,776,094		4,096,461
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327		56,907
Modular Redistribution Projects (All campuses and BCTC)	7,494,328	-	-	7,494,328		1,904,958
PBX/Network Operations Center - Riv/Norco/MoVal	625,550	4,144,450	-	4,770,000		33,109
Norco Campus Student Support Center	11,042,820	1,383,576	-	12,426,396		111,652
Logic Domain - Capital Project Management System	96,000	-	-	96,000		71,000
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384		889,882
Riverside Aquatics Center	5,000,000	5,000,000 d	-	10,000,000		-
Total In-Progress or Initial Phase Projects	\$ 71,921,565	\$ 25,361,180	\$ 99,177,221	\$ 196,427,466	\$ 25,631,428	
Total Projects	\$ 124,948,002	\$ 25,361,180	\$ 104,311,220	\$ 254,587,902	\$ 91,120,108	

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

d \$5,000,000 RCC; \$2,000,000 Riverside County; \$3,000,000 Riverside City; balance private donations

**Riverside Community College District
 Measure C - Project Commitments Summary
 Through September 30, 2007**

	<u>Board Approved Project Budgets</u>	<u>Future Projects - Additional Funding Needed</u>	<u>Actual and Projected State Funding</u>	<u>Total Estimated Project Funding</u>	<u>Actual Measure C Expenditures thru 09/30/07</u>
<u>Proposed Projects</u>					
ADA Compliance		\$ 6,360,000			
Phase II - Wheelock PE Complex - Gym/Stadium		9,986,125	10,058,000 p	20,044,125	
Phase III - Wheelock PE Complex - Bleachers/Lockers		5,300,000			
Physical/Life Science Secondary Effects		4,671,500	25,800,000 p	30,471,500	
Norco Soccer Field Artificial Turf		<u>2,120,000</u>			
		<u>\$ 28,437,625</u>			

p Projected State Construction Act Funding

**Riverside Community College District
Measure C - Project Commitments Detail
Through September 30, 2007**

Series A, Series B, Series A Refunding, Series 2007 C Projects	8/3/2004 Through 09/30/07
<u>Completed</u>	
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085
Cost of Issuance - all series	2,836,265
Debt Service - all series	1,926,402
Measure C Election Costs	98,238
Total Issuance Related Expenditures	\$ 4,860,905
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	27,088
Norco - Library Building Room 123 Remodel Project	10,121
Norco - Student Services Building, Room 107 Remodel Project	41,480
Norco - Theater Room 203 Remodel Project	13,107
Norco - Center for Applied Competitive Technology Remodel Project	8,224
Total Norco Campus Room Renovations	100,020
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	4,516,435
Phase I - Parking Structure (Riverside)	20,949,896
ECS Secondary Effects - Moreno Valley	288,919
RCCD System Office Purchase (Heiting Building)	2,629,981
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
Total Completed Projects	\$ 53,026,438
<u>In-Progress or Initial Phase</u>	
Phase II - Wheelock PE Complex/Athletic Field (Planning and Working Drawings)	190,631
Physical / Life Science Secondary Effects	32,500
District Computer Systems Upgrades	126,990
Computer System Hardware	760,000
District Network Upgrades	150,000
Total District Computer/Network Ugrades	1,036,990
Quad Modernization - Building Project	5,681,990
Quad Modernization - Equipment Project	2,563,000
Quad Modernization - Planning and Working Drawings	490,248
Total Quad Modernization	8,735,238
Phase III - Norco (Planning and Working Drawings)	10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)	1,157,320
Innovative Learning Center	7,653,605
Nursing/Sciences Building (Planning and Working Drawings)	5,082,686

**Riverside Community College District
 Measure C - Project Commitments Detail
 Through September 30, 2007**

Future Projects - Feasibility/Planning/Management		563,407	
Scheduled Maintenance			885,427
Food Services Remodel			
Riverside Campus	583,070		
Moreno Valley Campus	1,956,615		
Total Food Services Remodel			2,539,685
Infrastructure Projects			
Utilities	153,700		
IS	85,000		
Security	69,720		
Facilities Assessment	11,131		
Coordination	53,200		
Electrical / Fire Alarm	<u>111,700</u>		
Total Infrastructure Projects			484,451
Hot Water Loop System - Moreno Valley			891,296
Utility Retrofit Project			
Riverside Campus	3,274,248		
Norco Campus	1,505,668		
Moreno Valley Campus	<u>1,396,178</u>		
Total Utility Retrofit Project			6,176,094
ECS Building Upgrade Project - Moreno Valley/Norco			625,327
Modular Redistribution Project			
Norco Campus	1,986,666		
Moreno Valley Campus	1,448,769		
Ben Clark	2,161,812		
Riverside Campus	<u>1,897,081</u>		
Total Modular Redistribution Project			7,494,328
Riverside - PBX Network Operations Center	500,000		
Norco - PBX Network Operations Center	56,275		
Moreno Valley - PBX Network Operations Center	<u>69,275</u>		
Total PBX Network Operations			625,550
Norco Campus Student Support Center			11,042,820
Logic Domain - Capital Project			96,000
Long Range Master Plan			1,460,384
Riverside Aquatics Project			<u>5,000,000</u>
Total In-Progress or Initial Phase Projects			<u>71,921,564</u>
Total Series A, Series B, Series A Refunding and Series 2007 C Projects			<u>\$ 124,948,002</u>

MANAGING THE BONDS

Now that RCCD has successfully completed its general obligation bond campaign, it must engage in an especially complex endeavor known as “managing the bonds.” As this process is relatively unknown to most of us, it is important that we understand what lies before us. Along with the project need and prioritization process that will involve the college community, this is the only way we can assure our constituents that we are appropriately exercising our fiduciary responsibilities while likewise assuring them that the District’s infrastructure will be improved in accordance with the statements contained in the Measure C ballot statement.

First and foremost, it is important to note that we will not simply issue \$350 million in bonds, bank the proceeds and then draw on the funds when needed. Doing so would violate our commitment to keeping the tax rate at or below \$18 per \$100,000 of assessed valuation. For this and other reasons, we will issue the bonds in several series (i.e. Series A, Series B, etcetera) ... perhaps as many as five or six such issuances over the next 15 to 20 years. At issue in each instance will be the timing and sizing of a particular series.

A variety of factors must be considered when it comes to the matter of timing and sizing a bond issuance, which requires significant planning on the part of the District and its various operating units. Following is a brief description of these factors.

EXTERNAL FACTORS

1. ASSESSED VALUATION GROWTH

As noted above, the District has made a commitment to keep the tax rate at a maximum of \$18 per \$100,000 of assessed valuation (AV). Thus, if AV growth occurs at a pace greater than that estimated in the bond resolution approved by the RCCD Board of Trustees, then the District could conceivably issue bonds more rapidly than anticipated. Conversely, if AV growth slows as it did in the early 1990s, then bond issuance could be delayed. It is important to note, here, that AV growth alone will not dictate bond sizing and timing. As we shall see below, many factors must be considered before one moves forward with a particular series of bonds.

2. SPENDING REQUIREMENTS, REASONABLE EXPECTATION

Due to tax law requirements, RCCD must have a reasonable expectation of spending at least 85% of the proceeds of a series of bonds within the succeeding three years. Thus, the District must carefully consider what projects it can accomplish in a three-year time period as it contemplates the matters of bond sizing and timing.

3. INTEREST RATES

Debt service on Prop 39 bonds is paid by tax revenues. Debt service is based on the dollar amount of bonds issued and the interest rate at the time of issuance. Since RCCD committed to keeping this tax rate below \$18 per \$100k AV, if interest rates increase, the District could face constraints on bond sizing and timing (think the stagflation era during the 1970s). Alternatively, if rates are low, then the District could theoretically issue a larger amount of bonds in a particular series other factors permitting.

4. STATE CAPITAL OUTLAY FUNDING

We hope to leverage some \$200 million or more of State capital outlay funding via the contribution of local bond funds to State-fundable projects. But what if the State is unsuccessful in securing voter approval for a bond proposal? What if the State decides to postpone placing one of its bond measures on the ballot or if it simply decides to delay issuance of approved bonds? Changes in the State's current capital outlay program can significantly affect our decisions relative to bond issuances.

Furthermore, we must be prudent in our construction program. The State considers facility utilization in allocating its capital outlay funds, so we cannot get ahead of ourselves by adding space which might then be utilized at levels below State standards.

Finally, there is the issue of State match requirements. Until the 2000s, the State typically funded 100% of project costs. More recently, however, the State has sought a "local contribution," which typically has been defined as coverage of costs associated with planning and working drawings. It appears that future projects may require a local match of as much as 50% of project costs. Obviously, our discussions about bond sizing and timing will be driven to some extent by future decisions and guidelines concerning State match requirements.

5. GROWTH FUNDING

Most of our facilities require State funding for coverage of operation and maintenance costs as well as the direct costs associated with the activities conducted therein. Thus, our construction program, especially as regards new space, cannot move faster than our growth funding. If we get ahead of ourselves, we will dilute the operating budget while concurrently finding our facility utilization below State standards, hence negatively affecting our State capital outlay funding as stated earlier.

INTERNAL FACTORS

1. ENROLLMENT GROWTH

We must become much more precise with our enrollment planning. We must not only determine which campuses will grow, by how much, and in what time frame, we must also make corresponding decisions at the departmental and programmatic levels. We must do all this with an eye to local demand, State growth and capital outlay funding, facility utilization, etcetera.

2. INSTITUTIONAL CAPACITY

If RCCD is able to leverage \$200 million or more in external capital outlay funding, then when combined with bond proceeds, we would be looking at a program involving the construction of one (and perhaps more) DLLRC-size building(s) somewhere in the District each year for the next 15 to 20 years. In Riverside, more so than at Moreno Valley and Norco, there are significant secondary effects associated with most renovation and new construction projects. Thus, each time we consider the matters of bond sizing and timing, we also must consider, among other things, the effects on campus operations, the capacity of facilities and business office operations to undertake and manage the projects, and the need for and location of temporary facilities for faculty, staff, and students.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: November 20, 2007

Subject: On-Line Applicant Tracking System

Background: In March 2007, the Board of Trustees approved a service agreement between Riverside Community College District and PeopleAdmin to establish and maintain an automated internet based system (the "Applicant Tracking Module") for accepting and processing employment applications on-line via the Web. The system, designed specifically for Higher Education, allows the District to collect employment materials online, screen applications electronically, provide automated status updates to applicants, notify potential candidates about new positions, and create job requisitions online. Over 375 leading colleges and universities have selected PeopleAdmin to automate the unique recruitment process used in higher education.

Staff from Diversity and Human Resources, Information Technology, and PeopleAdmin are building the system with a target implementation date of November 19, 2007. Attached for the Board's information is a report on the PeopleAdmin Applicant Tracking system.

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Art Alcaraz
Director of Diversity and Human Resources



PeopleAdmin

**Riverside Community College
On-Line Application System**

**Presented By:
Diversity and
Human Resources
Department**



Introduction

PeopleAdmin is an automated system for recruiting applicants, accepting applications and screening applicants for jobs with the Riverside Community College District.

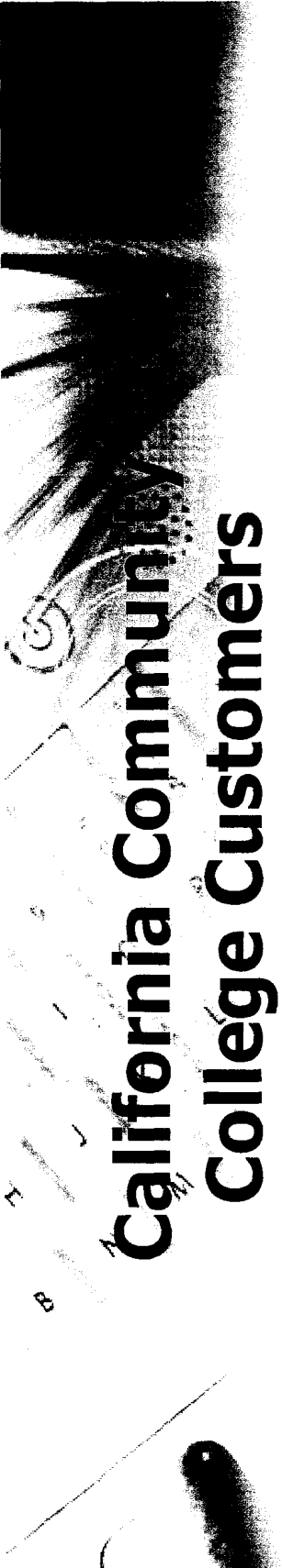
System capabilities include:

- 1.) Submit job opening requests via an online system
- 2.) Collect application material online
- 3.) Screen applications online
- 4.) Distribute applications electronically
- 5.) Provide automated application status updates



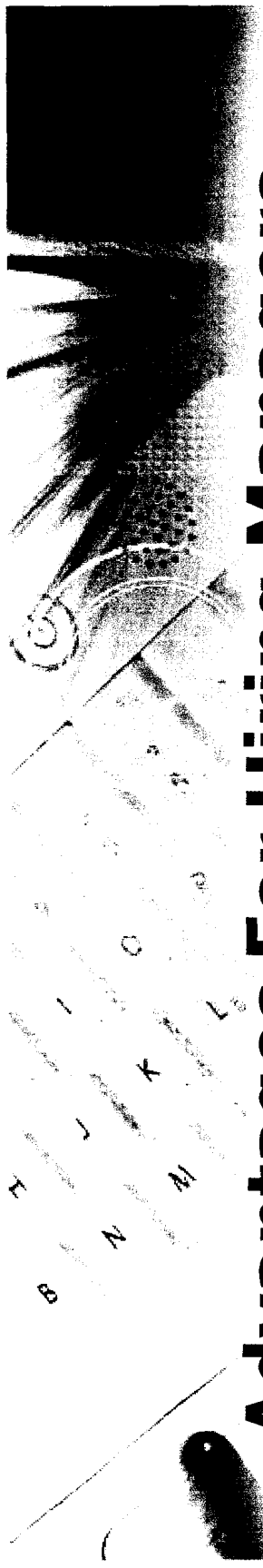
Company History

- **Founded in 2000 and based out of Austin, TX**
- **One of the two founders was an adjunct professor for the M.B.A. program at the University of Texas**
- **Currently serving over 375 colleges and universities including 20 California Community College Districts**
- **Is the only applicant tracking system designed for higher education**
- **System requires minimal IS resources to implement and does not require any hardware or software installation on campus**



California Community College Customers

- Citrus Community College District
- City College of San Francisco
- Coast Community College District
- Mt. San Antonio Community College District
- Santa Barbara City College
- South Orange County Community College District
- Ventura County Community College District

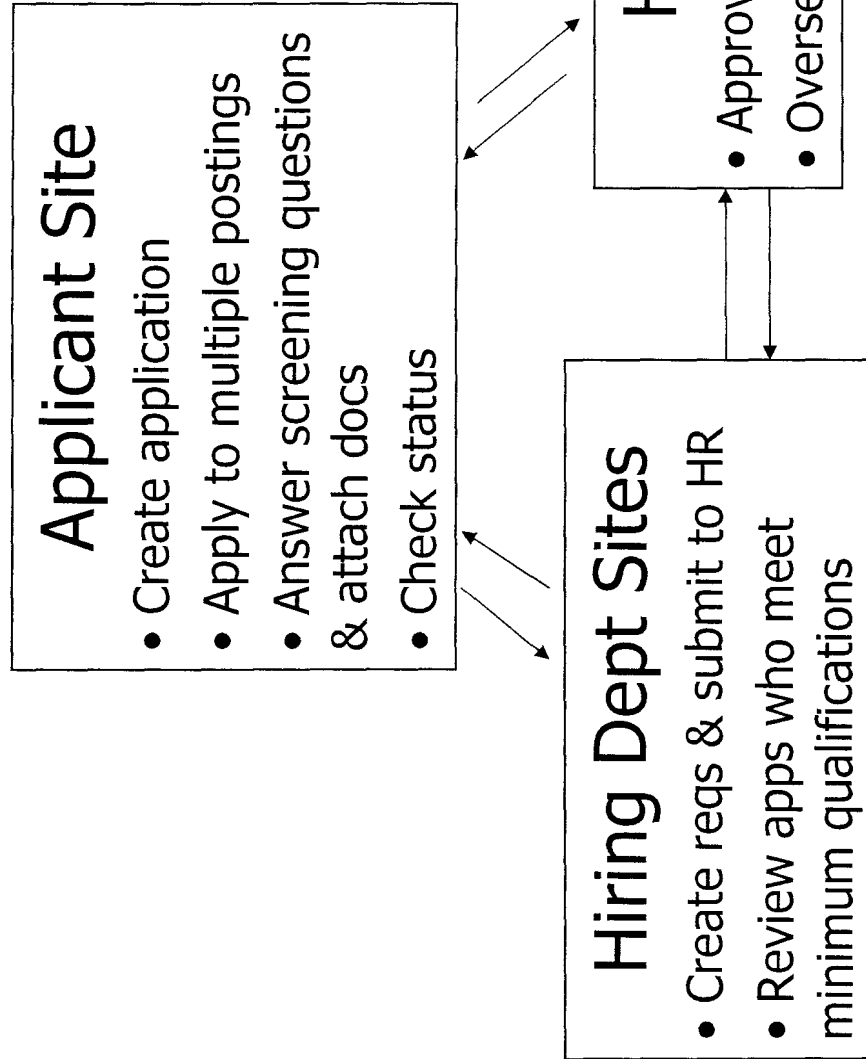


Advantages For Hiring Managers

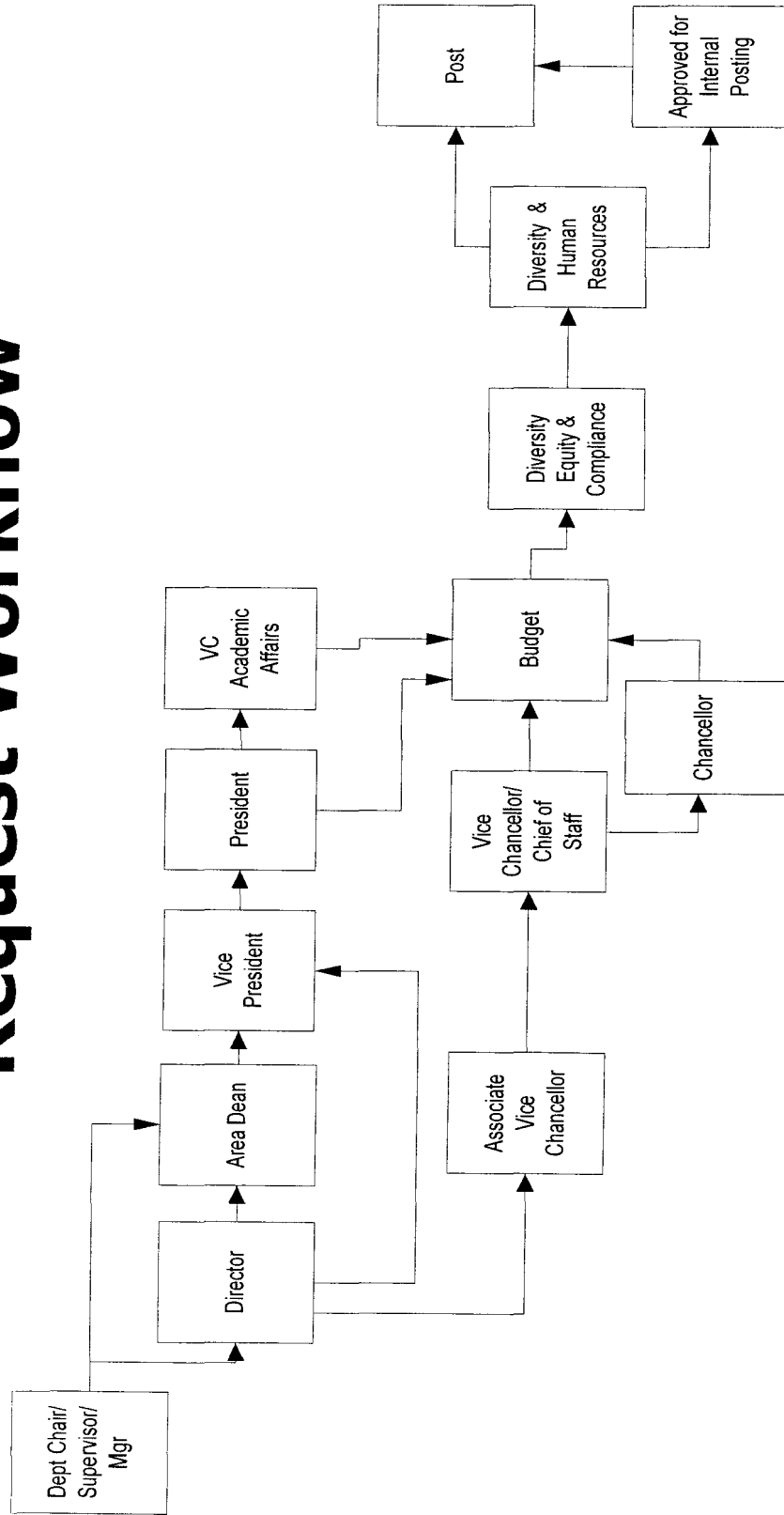
- **Create and submit on-line requisitions**
- **Provide up-to-date information to track requisitions**
- **View applications on-line**
- **Notify DHR of decisions regarding the status of applicants**
- **Faster processing of employment information**
- **Screen applications from offices**
- **Detailed screening of applicant qualifications before reaching the interview stage**



People Admin System Overview



Job Opening Request Workflow





Creating Applications

- **Applicant creates an account, completes application and saves electronically**
- **Application is saved for one year and applicant can apply for multiple jobs without creating a new application**
- **Applicant can attach documents**
- **Applicant receives email conformation and status updates at various times during the recruitment process**



Other Features

- **Accepts other supplemental information or documents**
- **Includes adjunct faculty**
- **Includes hourly staff**
- **Reduces the time and cost of mailing paper applications and notifications**

What Has Been Done since Implementation Timeline

April to September	Design and build system (DHR, IT and Project Manager)
April to Current	Meet twice a week to stay focused on system design specific to RCCD
September 17 – Oct. 12	•Conduct focus group testing
September 17 – October 15	•Provide overview to academic senates •Provide overview to the president's cabinet
October 24	Onsite Training (DHR staff and PeopleAdmin project manager)
October 25	Onsite Training (3 sessions for first-line supervisors)
November 6 – 8	Train first-line supervisors
November 9	Close recruitments and re-open on November 19
Week of November 12	Prepare recruitment material for requests submitted this week. Setup user accounts and create position templates
November 19	Go live for all applications

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: November 20, 2007

Subject: Agreement with The Pepsi Bottling Group

Background: On August 8, 2002 the Board of Trustees approved an Agreement between Riverside Community College District and The Pepsi Bottling Group for a five (5) year period ending on August 7, 2007. On June 19, 2007, a Request For Proposal, (RFP), was advertised and was sent to the two leading beverage companies, the Coca Cola Bottling Group "Coke" and The Pepsi Bottling Group "Pepsi." On July 27, 2007, the District's purchasing office received a proposal from each bottler.

After careful review by a committee formed for the purpose of evaluating the proposals and recommending a vendor, Pepsi was selected to be the District's exclusive beverage supplier based on Pepsi's overall financial contribution and past history of loyal and outstanding service.

Presented for the Board's review and consideration is an agreement between Riverside Community College District and Pepsi. The term of the agreement is for the period December 1, 2007 through June 30, 2012. In exchange for the right to be the exclusive supplier of beverages, Pepsi agrees to pay the District a sponsorship fee totaling \$500,000 (\$100,000 per year). In addition, Pepsi will pay the District a 37% commission on soft drink and juice vending machine sales. Pepsi will also pay the District \$2 per case for every case purchased that exceeds the minimum number of cases specified in the agreement. Pepsi also agrees to donate a total of three (3) student scholarships at \$250 each per year. The total estimated amount of income to be generated during the term of this agreement is in excess of \$625,000.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with The Pepsi Bottling Group to be the exclusive supplier of beverages to the District for the term of December 1, 2007 through June 30, 2012 and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Debbie DiThomas
Interim Vice Chancellor,
Student Services and Operations

DISTRICT SPONSORSHIP AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made as of this 1st day of December, 2007 by and between Riverside Community College District with its principal place of business at 1533 Spruce Street, Riverside, CA 92507 (hereinafter referred to as the "District") and Bottling Group, LLC d/b/a The Pepsi Bottling Group, a Delaware limited liability corporation with its principal place of business at One Pepsi Way, Somers, New York 10589 and with an office at 6659 Sycamore Canyon Blvd. Riverside, CA 92507 (hereinafter referred to as "Pepsi Bottling Group").

WHEREAS, Pepsi Bottling Group desires the right to be the exclusive supplier of beverages to the District; and

WHEREAS, Pepsi Bottling Group has submitted a bid in response to an invitation to bid issued by the District for the exclusive right to develop and carry out a program for the sale of its beverage products in all the schools of the District and in all other facilities owned or operated by the District; and

WHEREAS, Pepsi Bottling Group is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the District has determined that it is in the best interests of the District to contract with Pepsi Bottling Group to provide services for the sale of beverage products; and

WHEREAS, Pepsi Bottling Group wishes to identify itself with the District and the Teams (as defined below) and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the District in this Agreement; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

I. DEFINITIONS.

A. "Agreement Year" means each and every consecutive twelve (12) month period during the Term beginning December 1, 2007.

B. "Approved Cups" means the disposable cups approved by Pepsi Bottling Group from time to time as its standard trademark cups and other containers approved by Pepsi Bottling Group from time to time and bearing the trademark(s) of Pepsi Bottling Group and/or other Products. In addition, Pepsi Bottling Group agrees that the District shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi Bottling Group for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi Bottling Group's trademark(s) for Pepsi Bottling Group® shall be included on such commemorative cups. The use and size of Pepsi Bottling Group's trademark(s) on such commemorative cups shall be subject to the prior approval of Pepsi Bottling Group.

C. “Beverage” or “Beverages” means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks, energy and fluid replacements); and (vi) bottled or canned water whether carbonated or still (spring, mineral or purified).

D. “Facilities” means the entire premises of every school and facility owned, leased, occupied or operated by the District or its Food Service Provider, now or in the future, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas. “Facilities” shall also be deemed to include: Moreno Valley Campus and Norco Campus; and other convenience store operations and restaurants initiated after the Effective Date of this Agreement in space leased to third-party commercial tenants within District-owned buildings principally utilized for educational purposes, student activities or student residences.

E. “College Marks” means (i) the Designations (as defined below) and (ii) the College’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the District and which relate to the Facilities and the Teams and which are in existence on the Effective Date or which will be created during the Term.

F. “Competitive Products” means any and all Beverages other than the Products.

G. “Designations” shall include, but not be limited to, the following: “A Proud Sponsor of the”, “Official [Soft Drink] [Water] [Iced Tea] [Sports Drink] [Coffee Beverage] [Juice] of the” and “Official Sponsor of the”.

H. “Food Service Provider” shall mean any food service provided which may serve at the Facilities at any point during the Term.

I. “NCAA” or “The National Collegiate Athletic Association” shall mean the sanctioning body of intercollegiate sports.

J. “Products” means any and all Beverage products now or in the future bottled, sold or distributed by Pepsi Bottling Group.

K. “Sponsorship Fees” shall mean the fees to be paid by Pepsi Bottling Group to the District under this Agreement as set forth in Section VI.

L. “Supplies” shall mean any Approved Cups, straws and lids necessary for the dispensing of the “Designated Products” (as defined in Article II.A (1) below).

M. “Teams” shall mean all intercollegiate athletic teams associated with the District.

N. “Team Marks” means the characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the District and which relate to the District

and which are in existence on the Effective Date or which will be created during the Term, but excluding any of such marks or other rights to the extent that such rights are controlled by the District.

O. "Term" means the FIVE (5) year period beginning on December 1, 2007 and continuing up to and including November 30, 2012, unless sooner terminated as provided herein.

II. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

During the Term, District hereby grants to Pepsi Bottling Group the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. Beverage Availability at the Facilities.

(1) Grant of Rights.

(a) Pepsi Bottling Group shall have the exclusive right to make Beverages available for sale and distribution on the Facilities, including the right to provide all Beverages sold at athletic contests (i.e., concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities ("Special Events"); and

(b) Pepsi Bottling Group shall have the exclusive right to install full service vending machines ("Vending Machines"), retail single-serve food service equipment ("Retail Equipment") and fountain service equipment ("Fountain Equipment") (Vending Machines, Retail Equipment and Fountain Equipment is collectively referred to as the "Equipment") throughout the Facilities. Pepsi Bottling Group shall have the further right to install additional Vending Machines, Retail Equipment and Fountain Equipment in buildings and facilities acquired and/or constructed by the District after the date of this Agreement. Pepsi Bottling Group shall install the Vending Machines, Retail Equipment and Fountain Equipment at its sole expense. Pepsi Bottling Group shall have the right to place full trademark panels on all sides of its Vending Machines, Retail Equipment and Fountain Equipment. Pepsi Bottling Group, or one of its affiliates, shall retain title to all Vending Machines, Retail Equipment and Fountain Equipment. The Products shall be the only Beverages sold, dispensed or served at the Facilities (i.e., at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all concession or vending locations located within the Facilities.

(2) Purchasing of Postmix Products.

The Postmix Products, which are produced and/or sold by Pepsi Bottling Group (the "Postmix Products") shall be purchased by District or the Food Service Provider from Pepsi Bottling Group. Pepsi Bottling Group agrees that annual price increases will not exceed Four percent (4%) blended average per Agreement Year. Notification of price changes will be made by Pepsi in writing to the District's Vice Chancellor of Student Services/Operations at least thirty (30) days in advance.

(3) Purchasing of Packaged Products.

The Products produced and/or sold in bottles and/or cans by Pepsi Bottling Group (collectively, the “Packaged Products”) shall be purchased by District or the Food Service from Pepsi Bottling Group. Pepsi Bottling Group agrees that annual price increases will not exceed Four percent (4%) blended average per Agreement Year. Notification of price changes will be made by Pepsi in writing to the District’s Vice Chancellor of Student Services/Operations at least thirty (30) days in advance.

(4) Food Service.

During the Term, Pepsi Bottling Group shall work directly with, District through its Director of Food Services or District’s alternate designee (the “District Representative”) and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. District shall cause its Food Service Provider to purchase the Product from Pepsi Bottling Group at prices as determined by Pepsi Bottling Group. The District shall cause its Food Service Provider to purchase Products from Pepsi Bottling Group in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. The District shall cause its Food Service Provider to purchase Approved Cups from Pepsi Bottling Group for dispensing of Postmix Products at the Facilities. Pepsi Bottling Group shall work directly with District and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi Bottling Group’s expense.

(5) Vending.

Pepsi Bottling Group shall have the right to place no less than 60 Vending Machines at the Facilities for dispensing the Products, provided, however that Pepsi Bottling Group shall work with District to identify optimal locations for such equipment. Pepsi Bottling Group shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines

(6) Pricing.

Prices for products purchased by District, its designated Food Service Provider and other third parties for sale at the Facilities is attached here to at Exhibit C. The District recognizes that such pricing is available for the first Agreement Year of this Agreement, thereafter, the pricing may increase annually. Pepsi Bottling Group agrees that annual price increases will not exceed Four percent (4%) blended average per Agreement Year. Notification of price changes will be made by Pepsi in writing to the District’s Vice Chancellor of Student Services/Operations at least thirty (30) days in advance. The District shall purchase, and shall require that all District-affiliated concessionaires, food service vendors, and booster clubs selling Beverages on the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi Bottling Group.

B. Product Merchandising Rights. During the Term and subject to the terms and conditions contained in this Agreement, District grants Pepsi Bottling Group the exclusive right to merchandise Products at the Facilities as set forth and described below:

(1) Menu Board Advertising.

District agrees that Pepsi Bottling Group's trademark for products shall be listed on the menu boards at concession locations in which Products are served to customers at the Facilities. All brand identification containing Pepsi Bottling Group trademarks and/or service marks for menu boards set forth herein will be prepared and installed by District at District's sole cost and expense.

III. EXCLUSIVITY.

- A. During the Term, District, the Team and its players, coaches and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the District, the Team, the Team Marks or any of its players, coaches and staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities or in connection with the District, the Team, the Team Marks or any of its players, coaches and staff.
- B. District recognizes that Pepsi Bottling Group has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, District, District/College Marks, Team Marks, and/or the Team with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi Bottling Group's valuable rights. Accordingly, the District will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi Bottling Group pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, "Ambush Marketing" shall mean an attempt by any third party, without Pepsi Bottling Group's consent, to associate Competitive Products with the Facilities, District, College Marks, Team Marks, and/or the Team, or to suggest that Competitive Products are endorsed by or associated with the Facilities, District, College Marks, Team Marks, and/or the Team by referring directly or indirectly to the Facilities, District, College Marks, Team Marks, and/or the Team.

IV. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi Bottling Group by District as described herein, Pepsi Bottling Group agrees to pay to District:

- A. An annual sponsorship fee as set forth on Exhibit A ("Annual Sponsorship Fee" – see Exhibit A).
- C. Commissions on cash collected (less sales taxes and applicable license and recycling fees) ("Commissions") from all sales of Products through Vending Machines made from the Facilities pursuant to Exhibit B of this Agreement during the Term.

VII. ADDITIONAL CONSIDERATION.

In addition to the consideration specified in Section VI above, Pepsi Bottling Group shall provide the following further consideration to the School District:

- A. Pepsi Bottling Group will provide annual Product donations of up to a total of 200 cases of soft drinks and/or water per Agreement Year across the Facilities upon request of the District, provided however, that the District will administer all requests through the District's Food Service's Manager so that the District may prioritize the requests.
- B. Pepsi Bottling Group will provide annually during the Term of this Agreement, marketing funds of up to \$1,750 to be spent by the District at its sole discretion. The District will administer all requests through the Vice Chancellor of Student Services so that the District may prioritize the requests.
- C. Pepsi Bottling Group will make available to RCC annually 10 custom banners each year to support campus activities. The District will administer all requests through the Vice Chancellor of Student Services so that the District may prioritize the requests.
- D. Pepsi Bottling Group shall provide the District a Gatorade Side Line Kit annually to support the Athletic Department. The District will administer all requests through the District Athletic Director so that the District may prioritize the requests.
- E. Each year on the anniversary date during the term of this agreement, Pepsi Bottling Group shall donate three (3) student scholarships of \$250 each, totaling \$750/ year to the Riverside Community College District Foundation.
- F. Growth Incentive: In any year in which District's combined (i) purchases of bottles and cans, (ii) cases of bottle and can product sold through Pepsi's vending machines and (iii) purchases of gallons fountain syrup, exceeds Twenty Seven Thousand Four Hundred (27,400) cases/gallons, Pepsi will pay District \$2.00 per case (based on a 24pk case count) only on those cases in excess of the first 27,400 cases AND only on those bottle and can cases purchased directly from Pepsi by District (the "Volume Incentive Funds"). Although vending machine case sales and fountain gallons purchases will be credited towards the 27,400 case/gallon volume threshold, the Volume Incentive Funds will only be paid on direct purchases of bottle and can cases. Pepsi Bottling Group will provide an annual reconciliation to the Vice Chancellor of Student Services each year on the anniversary of this contract.

G. Additions:

Trailer at Lovekin location:

- (1) PBG to supply a new menu board, clock and umbrellas.
- (2) Cooler in trailer will be replaced with a new one.

Trailer at Wheelock location:

- (1) Fountain system will be replaced with a new 8 head unit.
- (2) All lines, pumps and carbonator will be replaced.
- (3) A new cooler will be ordered for the location.
- (4) PBG to supply a new menu board, clock and umbrella

One merchandiser will be assigned to RCCD two to three days per week to assure proper product rotation and placement.

Ice Machines:

All ice machines will remain in place at their current locations and maintained by RCCD until the remodel of these venues, at which time RCCD will make a decision to either keep these machines or have PBG remove them.

VIII. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

(1) Pepsi Bottling Group shall, based upon Pepsi Bottling Group's survey of the Facilities' needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi Bottling Group or its affiliates.

(2) During the Term and at no cost to the District, Pepsi Bottling Group will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

(3) The Equipment may not be removed from the Campus without Pepsi Bottling Group's written consent, and the District agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi Bottling Group. At the end of the Term, Pepsi Bottling Group shall have the right to, and shall upon request of the District, remove all Equipment from the Facilities at no expense to the District.

(4) Pepsi Bottling Group shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The District agrees to provide reasonable assistance to Pepsi Bottling Group in apprehending and prosecuting vandals. Pepsi Bottling Group shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Facilities.

B. Service to Equipment.

Other than routine maintenance (such as keeping equipment and the surrounding areas clean and free of debris), which shall be the responsibility of and completed by District or its designee, Pepsi Bottling Group or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Preventative maintenance of the Equipment shall take place at the Facilities no less than once every six (6) months. Pepsi Bottling Group shall provide District with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi Bottling Group shall respond to each District

request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

Except as is reasonably attributable to the acts or omissions of Customer's personnel or other contractors, Pepsi Bottling Group shall bear the risk of loss to its Vending Machines and any Products contained therein from theft or vandalism while the Vending Machines are located at the Facilities; provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Pepsi Bottling Group shall specifically have the right to remove or move any piece of its equipment. Pepsi Bottling Group shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Facilities.

C. Merchandising:

Merchandising will be provided to all RCCD campuses, The Main campus two to three days a week to assure proper product rotation and placement of merchandise and RCC Moreno Valley and Norco facilities will receive one day a week service for product merchandising.

IX. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. District's Termination Rights. Without prejudice to any other remedy available to District at law or in equity in respect of any event described below, this Agreement may be terminated by District at any time effective fourteen (14) days following written notice to Pepsi Bottling Group from District if:

(1) Pepsi Bottling Group fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi Bottling Group; or

(2) Pepsi Bottling Group breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi Bottling Group fails to cure such breach within forty-five (45) days after written notice of default is delivered to Pepsi Bottling Group. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi Bottling Group shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; provided, however, that such cure is completed to the reasonable satisfaction of District within ninety (90) days from the date of Pepsi Bottling Group's receipt of such written notice of default.

(3) If the term of this Agreement extends into fiscal years beyond its intended expiration date of November 30, 2012, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

B. Pepsi Bottling Group's Termination Rights.

Without prejudice to any other remedy available to Pepsi Bottling Group at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi Bottling Group at any time, effective thirty (30) days following written notice to the District if (i) any of the Products are not made available as required in this Agreement by the District, their agents or concessionaires; (ii) any of the rights granted to Pepsi Bottling Group herein are materially restricted or limited during the Term of this Agreement; or (iii) a final judicial opinion or governmental regulation prohibits the availability of Beverages, whether or not due to a cause beyond the reasonable control of the District, then Pepsi Bottling Group may give the District written notice of such event and the District shall have a thirty (30) day period within which to cure such breach. If District fails to cure such breach within a thirty (30) day period, Pepsi Bottling Group may terminate this Agreement and to recover from the District a reimbursement in accordance with Article IX(D) below.

C. Additional Termination Rights Available to Pepsi Bottling Group and District.

1) Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

2) The District and Pepsi Bottling Group may, by mutual written agreement, terminate this Agreement for convenience, in whole or in part. Either party may provide sixty (60) calendar days written notice requesting to terminate the Agreement for convenience, which notice shall include the reason(s) for termination. Termination for convenience can only be effected by mutual written consent of the parties, such consent to be provided at each party's sole discretion. Repayment of exclusive rights and sponsor recognition fees as specified in C.3. shall apply if there is mutual agreement to terminate this contract.

3) Should this Agreement terminate prior to expiration for termination by District under C.2., the District shall repay Pepsi Bottling Group a pro rata amount of the annual payment (Exhibit A) made to the District based on the number of months remaining in the then current year of the Agreement.

D. Required Actions Upon Termination

Upon expiration or termination of this Agreement as provided herein, Pepsi Bottling Group shall remove the equipment, inventory, and other property it owns, from the District facilities, upon receipt of notice of termination and restore the premises to the same condition as received, less normal wear and tear.

If Pepsi Bottling Group fails to remove any equipment, inventory or property within sixty (60) days of receiving notice of termination, it shall be considered abandoned and become the property of the District. The District shall be free to sell, donate or destroy all equipment abandoned under the terms of this Agreement.

X. TAXES.

Pepsi Bottling Group shall be responsible only for the payment of taxes on the sales of Products through Vending Machines at the Facilities. Pepsi Bottling Group shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines.

XI. CONFIDENTIALITY.

A. Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the District, the District and Pepsi Bottling Group agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and agents of their respective Affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "Representatives"), as needed.

B. "Confidential Information" shall include all non-public, confidential or proprietary information that District or its Representatives make available to Pepsi Bottling Group or its Representatives or that Pepsi Bottling Group or its Representatives make available to District or its Representatives in connection with this Agreement. "Confidential Information" shall include, but not be limited to, the terms and conditions of this Agreement. It is expressly understood that the disclosure in or pursuant to this Agreement by District, Pepsi Bottling Group or their respective Representatives of Confidential Information is not a public disclosure thereof, nor is a sale or offer for sale of any product, equipment, process or service of District or Pepsi Bottling Group.

C. The provisions of this Article XI and the obligations of the parties hereunder will survive the expiration or sooner termination of this Agreement for a period of three (3) years following such date of expiration or termination of this Agreement.

XII. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Representations, Warranties and Covenants of District. District hereby represents and warrants to Pepsi Bottling Group as follows:

(1) District has full power and authority to enter into this Agreement and to grant and convey to Pepsi Bottling Group the rights set forth herein; and

(2) All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained and this Agreement has been duly executed and delivered by District and constitutes the legal, valid and binding obligation of District enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; and

(3) The signatory of this Agreement is duly authorized and empowered to bind District to the terms and conditions of this Agreement for the duration of the Term; and

(4) District has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder; and

(5) To the extent that the Team is relocated to a venue which is not within the Complex as its home venue, District agrees that it shall ensure all rights of Pepsi Bottling Group hereunder shall be extended to such alternate venue as to the Team and any advertising and pouring rights contained herein.

B. Representations and Warranties of Pepsi Bottling Group. Pepsi Bottling Group hereby represents and warrants to District as follows:

(1) Pepsi Bottling Group has full power and authority to enter into and perform this Agreement; and

(2) All necessary approvals for the execution, delivery and performance of this Agreement by Pepsi Bottling Group have been obtained and this Agreement has been duly executed and delivered by Pepsi Bottling Group and constitutes the legal, valid and binding obligation of Pepsi Bottling Group enforceable in accordance with its terms and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; and

(3) The signatory of this Agreement is duly authorized and empowered to bind Pepsi Bottling Group to the terms and conditions of this Agreement for the duration of the Term; and

(4) Pepsi Bottling Group has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

C. General. Each of the parties hereto agree that (i) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (ii) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

XIII. INDEMNIFICATION.

A. District's Indemnification Obligations. District shall defend, indemnify and hold Pepsi Bottling Group, its Affiliates and the officers, directors, agents and employees of each harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses, (whether based on tort, breach of contract, product liability patent or copyright infringement or otherwise), including reasonable attorneys' costs and fees, arising out of or based on:

(1) any breach or other failure of District to perform any of the agreements, terms, representations, warranties, covenants or conditions of this Agreement to be performed;

(2) claims, demands or litigation alleging that any of the Team Marks or the District/College Marks violates or infringes on trademarks, trade names, copyrights or proprietary rights, provided that the Team Marks or the College Marks have been used by Pepsi Bottling Group in the exact manner provided by District; or

(3) any act or omission or violation of any contractual arrangement of District or its Affiliates, or the officers, directors, agents or employees of each in connection with its or their performance relating to this Agreement.

Pepsi Bottling Group agrees that the obligations set forth above in this Article XIII.A. shall not apply to any loss or damage to the extent caused by the acts, omissions or negligence of the party seeking to be indemnified.

B. Pepsi Bottling Group's Indemnification Obligations. Pepsi Bottling Group shall defend, indemnify and hold District, its Affiliates and the officers, directors, agents and employees of each harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability patent or copyright infringement or otherwise), including reasonable attorneys' costs and fees, arising out of or based on:

(1) any breach or other failure by Pepsi Bottling Group to perform any of the agreements, terms, representations, warranties, covenants or conditions of this Agreement to be performed by Pepsi Bottling Group; or

(2) the sale or offering for sale, use or consumption of any of Products at the Facilities.

District agrees that the obligations set forth above in this Article XIII.B. shall not apply to any loss or damage to the extent solely caused by the acts, omissions or negligence of the party seeking to be indemnified.

C. Indemnification Procedures.

(1) Either party seeking indemnification under this Agreement (the "Indemnified Party") shall give notice to the party required to provide indemnification hereunder (the "Indemnifying Party") promptly after the Indemnified Party has actual knowledge of any claim as to which indemnity may be sought hereunder, and the Indemnified Party shall permit the Indemnifying Party (at the expense of the

Indemnifying Party) to assume the defense of any claim or litigation resulting therefrom; provided that: (i) counsel for the Indemnifying Party who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to the Indemnified Party; (ii) the Indemnified Party may participate in such defense, but only at the Indemnified Party's own cost and expense; and (iii) the omission by the Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its indemnification obligations hereunder except to the extent that such omission results in a failure of actual notice to the Indemnifying Party and the Indemnifying Party is damaged as a result of such failure to give notice.

(2) The Indemnifying Party shall not, except with the consent of the Indemnified Party, consent to entry of any judgment or administrative order or enter into any settlement that (i) could affect the intellectual property rights or other business interests of the Indemnified Party or (ii) does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability with respect to such claim or litigation.

(3) In the event that the Indemnified Party shall reasonably and in good faith determine that the conduct of the defense of any claim subject to indemnification hereunder or any proposed settlement of any such claim by the Indemnifying Party might be expected to affect adversely the Indemnified Party's intellectual property rights or ability to conduct future business, the Indemnified Party shall have the right at all times to take over and assume control over the defense, settlement, negotiations or lawsuit relating to any such claim at the sole cost and expense of the Indemnifying Party; provided, that if the Indemnified Party does so take over and assume control, the amount of the indemnity required to be paid by the Indemnifying Party shall be limited to the amount the Indemnifying Party is able to demonstrate that it could have settled the matter for immediately prior to the time of such assumption.

(4) In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party shall have the full right to defend against any such claim or demand, and shall be entitled to settle or agree to pay in full such claim or demand, in its sole discretion.

D. Survival of Indemnification. The parties agree that the provisions contained in Article XII and Article XIII hereof shall survive for three (3) years following the expiration or sooner termination of this Agreement.

XIV. INSURANCE.

A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Insurance requirements may also be satisfied through self-insurance, a Joint Powers Authority or a combination of both. Each party agrees to name the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on a certificate of insurance, as additional insured's with respect to the certificate holder's negligence.

B. Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

XV. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi Bottling Group:

Bottling Group, LLC d/b/a The Pepsi Bottling Group Bottling Group
6659 Sycamore Canyon Blvd
Riverside, CA 92507
Attn: Market Unit Manager

With a copy to (which shall not constitute notice):

The Pepsi Bottling Group Bottling Group
One Pepsi Bottling Group Way
Somers, NY 10589
Attn: Legal Department

If to District:

Riverside Community College District
1533 Spruce Street
Riverside, CA 92507
Attn: Debbie DiThomas

XVI. ASSIGNMENT.

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party; provided however, that Pepsi Bottling Group may assign and transfer this Agreement (in whole and not in part) to an Affiliate without the consent of District hereto; provided, however, that, (x) such Affiliate is capable of fully performing all obligations of the assignor hereunder and (y) such Affiliate agrees, under a separate agreement acceptable to the other party and signed by such Affiliate, to perform all of the obligations and assume all liabilities of the assignor hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. District represents and warrants to Pepsi Bottling

Group that any change in the Food Service Provider at the Facilities shall not affect Pepsi Bottling Group's rights or obligations hereunder.

XVII. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of California, or the United States District Court having jurisdiction in Riverside County, California, or, if neither of such courts shall have jurisdiction, then before any court sitting in Riverside County, California having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of California in any manner to be submitted to any such court pursuant hereto.

XVIII. FORCE MAJEURE.

If the performance by either party hereto of its respective non-monetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

XIX. RELEASE, DISCHARGE OR WAIVER.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

XX. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi Bottling Group and/or any of its Affiliates and any Affiliate of District.

XXI. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

XXII. EFFECT OF HEADINGS.

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

XXIII. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

XXIV. SEVERABILITY.

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

XXV. AMENDMENTS.

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

XXVI. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XXVII. FURTHER ASSURANCES.

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date above written.

Riverside Community College District

Bottling Group, LLC d/b/a The Pepsi Bottling Group
Bottling Group

By: _____

By: _____

Name: Aaron S. Brown

Name: _____

Title: Interim Vice Chancellor,
Administration and Finance

Title: _____

Date: _____

Date: _____

Exhibit A

In consideration of the exclusive rights granted in this Agreement and provided the Customer is not in breach of this Agreement, PBG shall provide to the Customer the following:

An Annual Sponsorship Fee, payable annually pursuant to the following:

Agreement Year	Applicable Time Period	Amount*	Due Date: within 30 days after:
1	December 1, 2007 – November 30, 2008	\$100,000.00	The execution of this Agreement by both parties.
2	December 1, 2008 – November 30, 2009	\$100,000.00	December 1, 2008
3	December 1, 2009 – November 30, 2010	\$100,000.00	December 1, 2009
4	December 1, 2010 – November 30, 2011	\$100,000.00	December 1, 2010
5	December 1, 2011 – November 30, 2012	\$100,000.00	December 1, 2011

* The Customer acknowledges and agrees that the Annual Sponsorship Fee payable to the Customer is based on a minimum number of cases of Product purchased by the Customer and sold through PBG's Vending Machines each Agreement Year. The minimum number of cases/Gallons per Agreement Year is 27,400 ("Annual Case Threshold"). If during any Agreement Year the number of cases of Product sold through Vending Machines and to the Customer falls below the Annual Case Threshold, then the Annual Sponsorship Fee payable for the next Agreement Year will be reduced by a percentage equal to the percentage decrease between the Annual Case Threshold and the actual number of cases sold during such Agreement Year. *For example, if the Annual Sponsorship Fee is \$1,000 and the Annual Case Threshold is 500 cases, and during Agreement Year 1 the actual cases sold is 250 cases, then the Annual Sponsorship Fee for Agreement Year 2 will be \$500 (reduced by 50%).*

Exhibit B

VENDED BEVERAGES – 100% EXCLUSIVITY

Commission on sales of vended beverages:

Item	Size	Current Vend Price	Percent Commission	Names of Varieties Available
canned soft drink	12 ounces	\$.075	37%	See Attached Product List
canned juice/tea	11.5/12 ounces	\$1.00	37%	See Attached Product List
bottled soft drink	20 ounces	\$1.25	37%	See Attached Product List
Dedicated bottled juice/tea/coffee	16/20oz ounces	\$1.50	20%	See Attached Product List
Dedicated sports water	20 ounces	\$1.50	20%	See Attached Product List
Dedicated Energy	16 ounces	\$2.50	20%	See Attached Product List

Checks for such Commissions will be sent to the District every four (4) weeks, based upon the above percentages of actual cash collected from vending machines. Pepsi Bottling Group shall be responsible only for sales taxes payable on such commissions.

Exhibit C

PRICES FOR POST-MIX PRODUCTS – 100% EXCLUSIVITY

Post-Mix Syrup: five (5)-gallon bag-in-the-box \$9.70/ per gallon

Comments: \$14.30 /per gallon-Dr.Pepper
\$10.80/ per gallon-Tropicana

CO2 Pricing :
CO2 will be no charge throughout the term of the agreement.

Cups and Lids:

	<u>Size Name</u>	<u>Size Capacity</u>	<u>Paper</u>	<u>Quantity</u>
	<i>Small</i>	<i>24oz</i>	<i>\$45.00</i>	<i>1000/box</i>
	<i>Medium</i>	<i>32oz</i>	<i>\$37.50</i>	<i>480/box</i>
	<i>Large</i>	<i>44oz</i>	<i>\$44.00</i>	<i>480/box</i>
<i>Lids</i>	<i>Small</i>	<i>21oz</i>	<i>\$44.00</i>	<i>2000/box</i>
	<i>Medium</i>	<i>32oz</i>	<i>\$36.00</i>	<i>960/box</i>
	<i>Large</i>	<i>44oz</i>	<i>\$36.00</i>	<i>960/box</i>

EXHIBIT C - continued

PRICES FOR PACKAGED SOFT DRINKS – 100% EXCLUSIVITY

Packaged soft drinks priced as follows:

Beverage Type	Can or Bottle	Size (ounces)	Case Quantity	Price per Case	Available Flavors/Names
<i>carbonated soft drink</i>	<i>can</i>	<i>12</i>	<i>24</i>	<i>\$8.25 +CRV</i>	<i>See Attached Product List</i>
Carbonated Soft Drinks	Bottles	20oz	24	\$18.25+CRV	See attached Product List
Aquafina Alive	Bottles	20oz	24	\$16.00 +CRV	Peach Mango/Orange Lime/Berry
SoBe Life Water	Bottles	20oz	24	\$12.00 +CRV	Kiwi/Passion/Tangerine/Grape/C
Aquafina	Bottles	20oz	24	\$12.00 +CRV	Water
Aquafina	Bottles	1liter	15	\$10.55 +CRV	Water
Aquafina	Bottle	1.5 liter	12	\$11.30 +CRV	Water
Dole Juices	Bottle	15.2oz	12	\$12.00 +CRV	RubyRed/OJ/AJ/PeachMango/Ki
Starbucks	Bottle	9.5oz	12	\$15.50 +CRV	Mocha/Vanilla/Coffee/Caramel/S
Starbucks	Bottle	13.7oz	12	\$19.00 +CRV	Mocha/Vanilla/Coffee/Caramel
Lipton Pure Leaf	Bottle	16oz	12	\$12.00 +CRV	GreenTea/SwLemon/unswe/Swee
Gatorade	Bottle	20oz	24	\$22.00 +CRV	See Attached Product
Amp/NoFear	Cans	16oz	12	\$17.75 +CRV	All 6oz packages
SoBe Drinks	Bottles	20oz	12	\$13.50 +CRV	See Attached Product
Starbucks Double	Cans	6.5oz	24	\$32.00 +CRV	Expresso/ Light

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: November 20, 2007

Subject: Agreement with Barnes & Noble College Bookstores, Inc.

Background: Presented for the Board's review and consideration is an agreement for bookstore services between Riverside Community College District and Barnes & Noble College Bookstores, Inc. to furnish all management, equipment, goods and supplies necessary to manage and operate professional bookstore that will provide the highest caliber of services to the college communities through three full-service bookstore facilities located on the Moreno Valley, Norco and Riverside campuses. This agreement grants Barnes & Noble College Bookstores, Inc. the right to continue to be the exclusive supplier of course materials and tools, books, educational supplies, class and alumni rings and jewelry and clothing to the Riverside Community College District for an additional five (5) year period.

The term of this agreement is for the period from December 1, 2007 through September 30, 2012. In exchange for the right of exclusivity, Barnes & Noble College Bookstores, Inc. will pay the District the following:

- 9.1% of all gross sales up to \$6 million
- 10.1% of all gross sales from \$6 -\$7.5 million
- 12.1% of all gross sales over \$7.5 million.

Gross sales from FY 02 – FY 07 averaged \$8.52 million resulting in average annual revenue of \$821,102. Under the terms of the prior agreement, Barnes and Noble contributed over \$450,000 towards equipment upgrades and facility renovations at the three college bookstore locations and offered twelve (12) annual student textbook scholarships. Under the new agreement, Barnes & Noble has agreed to contribute an amount not to exceed \$500,000 towards new equipment and fixtures, and the modification, renovation or improvement of existing Bookstore Facilities in Moreno Valley, Norco, Riverside, as needed. Barnes & Noble Bookstores, Inc. will also pay the District of the following based on sales benchmarks outlined in this agreement:

- \$16,000-\$24,000 per year for scholarships
- \$5,000 - \$20,000 per year for utility costs.

According to a 2004 article on textbook pricing by the president of the Text and Academic Authors Association, Mike Sullivan, college and university bookstores utilize a 35% markup for new books. RCCD's contract with Barnes and Noble's allows a 25% markup. Revenue generated from the agreement with Barnes and Noble will be used to supplement various student services. Revenue from this B&N agreement will be used to supplement the District Food Service operation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: November 20, 2007

Subject: Agreement with Barnes & Noble College Bookstores, Inc. (continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Barnes & Noble College Bookstores, Inc. from December 1, 2007 through September 30, 2012, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Debbie DiThomas
Interim Vice Chancellor,
Student Services & Operations

Major Differences between 2002 & 2007 Barnes and Noble contracts:

Percentage of Sales:

2002 Contract Language:

Guaranteed Commission Payment/ Percentage of Sales. On an annualized basis, Barnes & Noble will pay the District the following guaranteed commission payment, or the applicable percentage of "Net Income From Sales", whichever is greater (hereinafter referred to as the "Commission Payment")

Contract year 1= \$425,000 per year; and
 Contract year 2= \$450,000 per year; and
 Contract year 3= \$500,000 per year; and
 Contract year 4= \$525,000 per year; and
 Contract year 5= \$525,000 per year;

Gross Sales of up to \$6,000,000 = 9.1% of Net Income From Sales; and

Gross Sales of between \$6,000,000 and \$7,500,000 = 10.1% of Net Income From Sales; and

Gross over \$7,500,000 = 12.1% of Net Income From Sales

2007 Proposed Contract Language:

Barnes & Noble will pay the District the applicable percentage of gross sales at the Bookstore Facilities.

9.1% of all gross sales up to \$6 million
 10.1% of all gross sales from \$6 million to \$7.5 million
 12.1% of all gross sales over \$7.5 million

SALES

FY 02	FY 03	FY 04	FY 05	FY 06	FY 07
7,593,958.95	8,209,656.53	8,571,451.67	9,029,611.23	8,776,769.44	8,947,590.04

Textbook Scholarships:

2002 Contract Language:

Sept 2002- 2006 contract states that 12 textbook scholarships will be funded annually. This equates to \$3600/year and \$18,000 for 5 years. (We asked B & N

to give us an account of the actual number of scholarship dollars paid out over the term of the contract and found that only \$8,869 was paid. This represents a shortage of \$9,113 ~ they agreed to add it into FY08 scholarship money.

2007 Proposed Contract Language:

Barnes & Noble has agreed to pay \$16,000/year for scholarships (fy 08- they agreed to contribute \$25,000 which includes the carryover from the old contract). In addition, textbook scholarship money that is not awarded by the end of each year during the 5 year term of this agreement will be carried over and added to the textbook scholarship fund for the subsequent year.

They also agreed ~ because we are very optimistic about future enrollment increases ~ to increase scholarship money according to the following schedule:

Graduated Schedule for Scholarship Donation:

From October of any given year in the contract period to September of the following year, when the Bookstore Facility's sales benchmark hits:

- \$9,200,000 Barnes & Noble will pay the District \$18,000 in scholarships
- \$9,475,000 Barnes & Noble will pay the District \$20,000 in scholarships
- \$9,760,000 Barnes & Noble will pay the District \$22,000 in scholarships
- \$10,000,000 Barnes & Noble will pay the District \$24,000 in scholarships

The \$9,113 of textbook scholarship money that was not expended during the term of the 1999 textbook agreement between Barnes and Noble and RCCD will be added to the textbook scholarship amount specified for the first year of this new agreement. In addition, textbook scholarship money that is not awarded by the end of each year during the 5 year term of this agreement will be carried over and added to the textbook scholarship fund for the subsequent year. At the end of the 5th year of this agreement, Barnes & Noble will donate any unused text books to the Riverside Community College District Foundation Text Book Fund.

Commencement Consideration; Barnes & Noble's Suggested Expenditure:

2002 Contract Language:

Barnes & Noble shall pay at least two hundred thousand dollars (\$200,000) towards new equipment and fixtures, the modification, renovation or improvement of existing Bookstore Facilities, or the construction of new facilities with in three (3) years of this agreement ("Commencement Consideration").

Any amount of the Commencement Consideration not expended by Barnes & Noble at the end of the three (3) years of this Agreement shall be immediately paid to the District. Barnes & Noble will depreciate the expended amount of the Commencement Consideration on a straight-line basis over the first 5 years if this agreement.

2007 Proposed Contract Language:

Barnes & Noble will contribute an amount not to exceed five hundred thousand dollars (\$500,000) towards new equipment and fixtures, and the modification, renovation or improvement of existing Bookstore Facilities on Moreno Valley, Norco, Riverside Campuses/Colleges, as needed, during the term of this Agreement.

Any amount not expended by Barnes & Noble at the end of the fifth (5th) year of this Agreement shall be immediately paid to District. Barnes & Noble will depreciate the expended amount on a straight-line basis over the five (5) years term of his Agreement with the total amount being fully depreciated by the end of the five (5) term.

Accounting of Expenditures:

Barnes & Noble will provide the District with an annual accounting of funds spent toward the design, construction, equipment, and installation of fixtures pursuant to paragraph 3.7.3 above.

Utilities & Telephone Services:

2002 Contract Language:

The District will furnish or make available at its expense all utilities to the Bookstore Facilities, including light, heat, air conditioning, water and sewer. The District agrees the requests for installation of utilities, wall connections and new electrical circuits shall be governed by the provisions of Section 3.7.2 above.

2007 Proposed Contract Language:

Graduated Schedule for Utilities: From October of any given year in the contract period of September of the following year, when the Bookstore Facility's sales benchmark hits:

- \$9,200,000 Barnes & Noble will pay the District \$5,000 in Utility Costs
- \$9,475,000 Barnes & Noble will pay the District \$10,000 in Utility Costs
- \$9,760,000 Barnes & Noble will pay the District \$15,000 in Utility Costs
- \$10,000,000 Barnes & Noble will pay the District \$20,000 in Utility Costs

Pricing Policy:

2002 Contract Language:

New Textbooks: Barnes & Noble shall guarantee that the selling price of a new textbook shall not exceed a profit margin to Barnes & Noble of twenty-five (25%).

2007 Proposed Contract Language:

Sales Markup Basis: ...New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on publisher's net priced books.

2002 Contract Language:

Used Textbooks Barnes & Noble shall guarantee that the selling price of a used textbook shall not exceed seventy-five (75%) of the new book retail selling price as indicated above.

2007 Proposed Contract Language:

Used Textbooks Used books will be sold at 25% less than the new selling price

AGREEMENT FOR BOOKSTORE SERVICES
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
BARNES & NOBLE COLLEGE BOOKSTORES, INC.

1. Parties and Date.

This Agreement is made and entered into this October 1, 2007 by and between the Riverside Community College District, a California political subdivision of higher education organized and operating pursuant to the laws of the State of California and having its principal office at 4800 Magnolia Avenue, Riverside, CA 92506 ("District") and Barnes & Noble College Bookstores, Inc., a privately held New York corporation with its principal office located at 120 Mountain View Blvd, Basking Ridge, NJ 07920 ("Barnes & Noble"). Sometimes the District and Barnes & Noble are collectively referred to as "Parties" and individually as "Party" throughout this Agreement.

2. Recitals.

2.1 Program Objectives.

The District desires to contract with Barnes & Noble to furnish all management, equipment, goods and supplies necessary to manage and operate professional Bookstore facilities that will provide the highest caliber of services to the college communities. The District's overall goal in soliciting an outside contractor to provide bookstore management services is to provide the highest possible financial return to the District that is congruent with the equally important objective of maximum service to the students and faculty. It is essential that the bookstores be managed with maximum sensitivity to the needs and concerns of the District's students, faculty and staff. Products, prices and services must promote confidence that the college communities are obtaining the best possible combination of quality, customer service and price. A critical aspect in meeting the foregoing goal is the identification, selection and retention of an absolutely first rate, on-site manager for each bookstore.

3. Terms.

3.1 Term of Agreement.

This Agreement shall govern the relationship between the District and Barnes & Noble with regard to the Bookstore Facilities for the period of five (5) years from October 1, 2007 to September 30, 2012, unless earlier terminated as provided for below. In the event the District fails to provide notice of termination at least ninety calendar days prior to the expiration of the term, this Agreement may be replaced by a new agreement with a five-year term upon written approval of both Parties and approval by the District's Board of Trustees.

3.2 Termination.

This Agreement may be terminated by Barnes & Noble for no cause by giving at least one hundred twenty (120) calendar days prior written notice to the District at any time after the first three (3) months of operation of the Bookstore by Barnes & Noble pursuant to this Agreement. This Agreement may be terminated by the District for no cause by giving at least ninety (90) calendar days prior written notice to the Barnes & Noble at any time after the first three (3) months of operation of the Bookstore by Barnes & Noble pursuant to this Agreement. Notice of termination of this Agreement shall be sent in writing by certified mail to the persons indicated in Section 3.36 below. Termination of this Agreement without cause shall be deemed triggered on the date specified in the notice of termination ('Effective Date of Termination').

This Agreement may be terminated by either Party for cause by giving at least fifteen (15) calendar days prior notice of the reason for the termination. Termination of this Agreement shall be deemed triggered on the date specified (the "Effective Date of Termination"), unless the breaching party cures or, in the sole opinion of the terminating party, makes and diligently prosecutes a good faith effort to cure the default within the specified time. Despite the triggering of a termination of this Agreement, all services performed by Barnes & Noble shall continue in full and adequate compliance with this Agreement for the time indicated in Section 3.4 below.

Causes for terminating this Agreement by the District may include, but are not limited to, the following: (a) failure to meet and maintain minimum insurance requirements; (b) failure to provide timely acquisition of an inventory of required textbooks; (c) failure to maintain appropriate operating hours; (d) failure to cooperate with college personnel to meet service requirements established by this Agreement, including those objectives provided in Recital 2.3; (e) failure to make accurate and timely reports and Commission Payments; (f) failure to employ qualified personnel, adequate in number and level of training, for the efficient and quality operation of the Bookstore according to the standards established by this Agreement, including those objectives provided in Recital 2.3; and (g) any other breach of this Agreement.

3.3 Effect of Termination or Expiration of this Agreement.

3.3.1 Continuation of Service. In the event of termination of this Agreement by the District or Barnes & Noble, the District may, in its sole and absolute discretion, require Barnes & Noble to continue to provide full and adequate service until the end of the semester in which notice is provided or for a minimum of one hundred and twenty (120) calendar days after the Effective Date of Termination, at the sole and absolute option of the District, regardless of the length of time for either option. Notwithstanding the foregoing, Barnes & Noble shall not be obligated to continue such services beyond the Effective Date of Termination if extraordinary circumstances exist which preclude continuation of service, such as dishonesty by the District or acts of God.

3.3.2 Access to Bookstore. Barnes & Noble shall, for a period of one hundred and twenty (120) calendar days prior to the termination or natural expiration of this Agreement, allow access to the Bookstore Facilities at all reasonable times by persons making a proposal for a successor agreement. In addition, Barnes & Noble shall, for a period of fourteen (14) calendar days prior to the termination or natural expiration of this Agreement, allow access to Bookstore the by the successor contractor for the purpose of providing continuity of service. In such latter event, the District shall ensure that the successor contractor does not interrupt or disturb Barnes & Noble's performance of this Agreement while exercising the privilege granted hereunder.

3.3.3 Tenant Improvements. All improvements and renovations to the remises, funded either by Barnes & Noble or the District, shall be and remain the sole and absolute property of the District upon termination or expiration of this Agreement. Barnes & Noble shall not be entitled to any reimbursement or compensation of any kind for such improvements and renovations, except with respect to the depreciation of the Commencement Consideration provided for in Section 3.8.3.

3.3.4 Removal of Personal Property. All personal property placed on the premises by Barnes & Noble shall be removed on or before the termination or expiration of the Agreement. If Barnes & Noble fails to remove its property upon the expiration or termination of the Agreement, the District may, at its option, as agent for Barnes & Noble and at Barnes & Noble's risk and expense, remove such property to a public warehouse, retain the same in its own possession, and after expiration of thirty (30) calendar days, sell the same at a public auction. The proceeds of such auction shall be applied first to the expense of the sale, secondly to any sums owed by Barnes & Noble to the District, and thirdly any balance remaining shall be paid to Barnes & Noble. Any excess of the cost of removal after the proceeds of sale shall be paid by Barnes & Noble to the District.

3.3.5 Purchase of Inventory. Upon the termination or expiration of this Agreement, the District shall purchase Barnes & Noble's inventory pursuant to the same terms and conditions under which Barnes & Noble purchased the District's inventory upon commencement of the Agreement. If the Bookstore is to be operated by another outside contractor, the inventory shall be purchased by that contractor and the District is unwilling to accept a financial loss resulting from a transfer of bookstore operations from Barnes & Noble to such successor. Accordingly, Barnes & Noble shall cooperate with the District and the new contractor in taking a physical inventory to determine the inventory value for the sale of inventory from Barnes & Noble to the new contractor. If new proposals are solicited by the District and Barnes & Noble is successful in retaining the Agreement, there will be no transaction of sale and only a physical inventory will be required. Both Parties should extend a best effort to complete this transfer, and the District will lend its assistance in negotiation, physical inventory-taking and documentation. If no agreement is reached, Barnes & Noble shall remove its inventory no earlier than seven (7) days before its term expires. Removal of

inventories prior to this seven (7) day period shall be done so only with the approval of the District.

3.3.6 Termination of Employees. Barnes & Noble shall terminate or reassign its personnel from the Bookstore upon the expiration or termination of this Agreement. Barnes & Noble shall, pursuant to the indemnification provisions of this Agreement, defend, indemnify and hold the District and its officials, officers, employees and agents free and harmless from and against any and all claims, lawsuits, judgments, costs and expenses for injuries, damages or other harms arising out of or incident to such terminations or reassignments, including those provided for in Section 3.13 of this Agreement.

3.4 Location and Names of Bookstore Facilities.

The bookstore facilities for which Barnes & Noble will be responsible are more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (collectively referred to herein as the "Bookstore Facilities"). The Parties understand, acknowledge and agree that Barnes & Noble shall operate the Bookstore at the above Bookstore Facilities until construction is completed by the District on any new facilities. The District reserves the right to renovate existing Bookstore Facilities or to relocate Barnes & Noble at anytime into other spaces or buildings within a campus with no change to the Agreement terms. The new spaces or buildings shall be at least as suitable for Barnes & Noble's bookstore operations. On a temporary basis, additional interior or exterior space may be granted, with approval of the District's Representative, for "rush" periods, book buy-backs, hallway sales or other promotional activity.

The bookstore located at the Riverside City Campus shall be called the "Riverside City Campus Bookstore" or "The Riverside City Campus Bookstore." The bookstore located at the Moreno Valley Campus shall be called "Moreno Valley Campus Bookstore" or "The Moreno Valley Campus Bookstore." The bookstore located at the Norco Campus shall be called "Norco Campus Bookstore" or "The Norco Campus Bookstore."

3.5 Services Expected.

As indicated in more detail throughout this Agreement, the services provided by Barnes & Noble as part of its Bookstore operations shall include the following:

3.5.1 Exclusive Course Material Provider. Except as indicated in this Agreement, through its operation of the Bookstore Facilities, Barnes & Noble shall be the District's exclusive on campus seller of all required, recommended or suggested course materials and tools, including books, course packs, study guides, computer software, and materials published or distributed electronically. Barnes & Noble shall provide on-line services through its web site. Barnes & Noble will be the District's exclusive provider of on-line textbooks and course packets. Revenue generated from all such sales shall be commissionable to the District.

3.5.2 Exclusive Contractor. The District shall not contract with any third party to provide any services of the type outlined in this agreement on campus grounds or any area within a ten block radius of a campus.

3.5.3 Exclusive Merchandise Provider. Except as indicated below, through its operation of the Bookstore, Barnes & Noble shall be the District's exclusive "on-campus" and "on-line" seller of books, articles or other merchandise of the type typically sold in college bookstores, such as books in addition to those described above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry and clothing. "On-campus" shall mean the campus grounds and real property owned in fee by the District. Revenue generated from all such sales shall be commissionable to the District.

3.5.4 Financial Aid. Through its operation of the Bookstore Facilities, Barnes & Noble shall be designated as the exclusive agent to process all financial aid transactions for the Bookstore. Payments for financial aid charges shall be guaranteed by the District and payable within 30 days.

3.5.5 Debit Card. Barnes & Noble shall have exclusive right for debit card sales, for merchandise typically sold in college book stores excluding telephone calling cards.

3.5.6 Graduation Caps and Gowns. Through its operation of the Bookstore Facilities, Barnes & Noble shall be the District's exclusive agent for the rental and/or sale of graduation caps and gowns, as well as commencement invitations. Barnes & Noble will designate the vendor, selected through Barnes & Noble's regular bid process, to supply caps and gowns for graduation exercises. Barnes & Noble will be responsible for the issuance and collection of the rental and/or sales fees of these items requested by the students, staff, and faculty. Barnes & Noble is solely responsible to the designated vendor for the collection and/or return of student caps and gowns. Barnes & Noble is responsible for maintaining a good relationship with the District's supplier of academic regalia, and to promptly process payments and returns of regalia. Barnes & Noble will bill the District for the rental of caps and gowns used by the District's faculty and staff for which the District has taken financial responsibility.

3.5.7 Service Programs. Through its operation of the Bookstore Facilities, Barnes & Noble shall have exclusive on campus rights to manage all service programs customarily handled by college bookstores, such as magazine subscription and credit card application programs. Revenue generated from all such programs shall be commissionable to the District.

3.5.8 Non-Exclusive Convenience Store Items. Through its operation of the Bookstore, Barnes & Noble shall have a non-exclusive right to sell convenience store items, such as food, health and beauty items and other sundries; provided, however, that the stocking and sale of food or drink products by Barnes & Noble which directly competes with the District's provision of food service or its separate contract(s) for beverage and snack vending machine service for students, staff, and visitors shall be approved in writing by the District in advance. At no time shall the Bookstore's pricing be lower than the pricing charged by the District's food service department for similar items. The

vending services include hot and cold drinks, fruit juices, snack food items, and some cold food items such as sandwiches. Any dispute regarding food or drink sales through the Bookstores shall be arbitrated by the District's Representative whose decision shall be final.

3.5.9 Sufficient Quantity of Books. Barnes & Noble shall stock in sufficient quantity, display, and sell all required, recommended, and suggested course books, whether new or used, and all other educational supplies, course packs (generally consisting of study guides and syllabi), workbooks, tools and materials, and computer software used by the students of the District in pursuing their courses.

3.5.10 Publishing Services. Barnes & Noble will provide custom publishing services for the District. Such services will include the development of course packs (generally consisting of study guides and syllabi) and workbooks for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and workbooks, and distribution and sale of the course packs and workbooks in the Bookstore Facilities. The original copy of course packs and workbooks which are provided to Barnes & Noble for duplication by the faculty members teaching the course will be returned to the faculty members.

3.5.11 Book Order Services. Barnes & Noble shall provide special book order services for students, faculty, and staff, and shall make every effort to obtain the earliest possible delivery of such books.

3.5.12 Charge Sales. Barnes & Noble shall provide charge sales for supplies purchased by authorized representatives of the District departments and offices. Payments for such charge sales shall be guaranteed by the District and payable within 30 days of receipt and approval by the District.

3.5.13 Faculty, Staff and Student Discount. Barnes & Noble will provide faculty, staff and students of the District with a 10% discount on all merchandise available at the Bookstore Facilities, except for the following: (1) adopted textbooks; (2) special orders; (3) class and alumni rings; (4) computer software; (5) computer hardware; and (6) pass-through sales with little or no mark-up, such as bus passes, cosmetology kits and any other items priced with little or no mark-up as may be mutually agreeable to the District and Barnes & Noble. Faculty and staff must present their current employee identification cards and students must present their current A.S.R.C.C. cards in order to obtain the discount. All sales to District faculty, staff and students shall not be included in the calculation of Net Income From Sales pursuant to Section 3.16. If requested by Barnes & Noble within thirty (30) days prior to the expiration of the first twelve (12) months of this Agreement, the Parties shall in good faith negotiate any revisions to the terms of this discount, as it applies to A.S.R.C.C. students only, which are necessary according to documented economic impacts upon Barnes & Noble.

3.6 District Operational Obligations.

Unless otherwise specified in this Agreement, the District shall provide the following to Barnes & Noble at the District's expense, except and to the extent provided herein:

3.6.1 Mechanical and HVAC Systems. Except to the extent caused by the willful or negligent acts or omissions of Barnes & Noble or its officials, officers, employees and agents, the District shall provide as-needed maintenance for the mechanical systems and HVAC equipment serving the Bookstore Facilities.

3.6.2 New Furniture, Fixtures and Equipment. Although the District is not obligated to provide new or replace old furniture, fixtures and equipment, it reserves the right to do so at any time at its sole option.

3.6.3 Maior Repairs to Facilities. The District will be responsible for all District initiated major structural repairs to the Bookstore Facilities, as well as those structural changes required to bring the Bookstore Facilities into compliance with the Americans with Disabilities Act; provided, however, that Barnes & Noble shall be responsible for any and all repairs and construction covered by the insurance policies required by this Agreement or otherwise required as a result of the acts or omissions of Barnes & Noble or its officials, officers, employees and agents, in which case the cost of repairs shall be paid by Barnes & Noble. Such repairs will be made, as the District decides in its sole discretion, either by the District or by an independent contractor, and the District shall invoice Barnes & Noble. Such invoice shall be paid to the District along with Barnes & Noble's next normal payment to the District. In making repairs, the District will avoid jeopardizing Barnes & Noble's business operations to the extent feasible, but Barnes & Noble understands, acknowledges and agrees that some inconvenience and disruption will occur, and Barnes & Noble will hold the District free and harmless from any and all claims, causes of action, injuries, costs or other damages of any kind associated with such inconveniences or disruptions.

3.6.4 Electronic Mail and Network Access. The District shall provide access to its electronic mail via one connection on each campus to the District's communication network, and offer technical support for this operation. Barnes & Noble shall provide one personal computer on each campus compatible with linkage to a local-area network. The electronic mail (E-mail) access shall be limited to placement of orders, inquiries and distribution of information to the District's staff.

3.6.5 Website Link. The District shall provide placement of an electronic link to the bookstore's website on Riverside Community College's home page.

3.6.6 Debit and Credit Card Services. The District shall provide to Barnes & Noble at the District's Expense: all debit, credit card or other financial services made available by the District to its students.

3.6.7 Class Information. Subject to its authority under State and Federal laws, rules and regulations, and upon reasonable request and notice from Barnes &

Noble, the District will make available for Barnes & Noble's use enrollment data, pre-registration information, class schedules, book adoptions, and similar information that may be beneficial in the effective administration and operation of the Bookstore Facilities.

3.7 Barnes & Noble Operational Obligations.

Barnes & Noble shall provide the following at its sole costs and expense, except and to the extent provided herein:

3.7.1 Maintenance of Facilities. Barnes & Noble shall, at its sole cost and expense, maintain all Bookstore Facilities in good, clean and safe condition, and shall upon expiration or earlier termination of this Agreement surrender all Bookstore Facilities to the District in as good condition and repair as existed on the commencement of this Agreement, reasonable wear and tear excepted. Barnes & Noble's maintenance obligation shall include, but shall not be limited to, repair and replacement of fluorescent bulbs and light fixtures, as well as cleaning of the facilities, carpeting and other flooring items. Barnes & Noble shall repair, rebuild, repaint and replace all or any part of the Bookstore Facilities which may be damaged or destroyed by the actions or omissions of Barnes & Noble or its customers, officials, officers, employees or agents, ordinary wear and tear excepted. Barnes & Noble shall report all such damages to the District within twenty-four (24) hours of their occurrence, and shall cause their repair within seven (7) calendar days of their occurrence.

3.7.2 Custodial Service. Barnes & Noble will be responsible for the custodial service within the Bookstore facility areas at its sole cost and expense. The District shall not have the duty to furnish janitorial or cleaning services in the Bookstore facility area. Barnes & Noble must maintain good, standard housekeeping practices relative to store front windows and other glass, sweeping, dusting, disposal of trash and the keeping of aisles free of obstacles. Material Safety Data Sheets ("MSDS") for any chemicals used or stored within the Bookstore Facilities must be submitted to the Campus Facilities Manager on or before the first date they are brought onto the campus. A master set of Material Safety Data Sheets shall be maintained in the Facilities Office. Additionally, MSDS information shall be posted where chemicals are stored and/or used.

3.7.3 Commencement Consideration: Barnes & Noble's Suggested Expenditure. Barnes & Noble will contribute an amount not to exceed five hundred thousand dollars (\$500,000) towards new equipment and fixtures, and the modification, renovation or improvement of existing Bookstore Facilities on Moreno Valley, Norco, and Riverside Campuses/Colleges, as needed, during the term of this Agreement. Barnes & Noble shall submit suggested expenditures to the District for its review and approval. The District shall make the final determination regarding the reasonableness of any suggested expenditures, and shall not be obligated to approve any such expenditures. Any amount not expended by Barnes & Noble at the end of the fifth (5th) year of this Agreement shall be immediately paid to the District. Barnes & Noble will depreciate the expended amount on a

straight-line basis over the five (5) year term of his Agreement with the total amount being fully depreciated by the end of the five (5) term. Should the District terminate this agreement without cause pursuant to the first paragraph of Section 3.2, the District shall reimburse Barnes & Noble for any amount expended but not yet depreciated, calculated through the effective date of termination and, excluding the cost of equipment which remains the property of Barnes & Noble as more fully described in Section 3.7.7.

3.7.3a Accounting of Expenditures. Barnes & Noble will provide the District with an annual accounting of funds spent toward the design, construction, equipment, and installation of fixtures pursuant to paragraph 3.7.3 above.

3.7.4 Facility Plans and Alteration. Modifications, renovations or improvements to the existing Bookstore Facilities or construction of new facilities not funded with the Commencement Consideration pursuant to Section 3.7.3, or not initiated and funded by the District, shall be at Barnes & Noble's sole cost and expense. No such modification, renovation, improvement or construction shall be made, nor shall additional partitions or fixtures be installed in said facilities, without the prior written consent of the District. No nails or screws shall be driven, screwed or otherwise placed in the walls or any other part of the Bookstore Facilities or other campus facilities without prior written approval from the District, nor shall the Bookstore Facilities or campus facilities be defaced or injured in any way by Barnes & Noble or its officials, officers, employees and agents. Any modification, renovation, improvement or construction made pursuant to or during the term of this Agreement shall become the property of the District upon termination or expiration of the Agreement, and Barnes & Noble shall not be entitled to any reimbursement or compensation of any kind for the cost or expense thereof. All modifications, renovations, improvements or construction made during the term of this agreement, shall be made at a time during the school year that is mutually convenient to both parties.

3.7.5 Signage. Barnes & Noble shall provide all new or additional directional or informational signage for the Bookstore Facilities at its sole cost and expense. Barnes & Noble may place a subtitle on each Bookstore facility sign in order to identify itself (e.g. "Operated by Barnes & Noble"), so long as such subtitle is approved in advance by the District. Barnes & Noble shall request permission of the District before modifying or placing any directional or informational signs.

3.7.6 Costs of Operation. Barnes & Noble agrees to be completely and solely responsible for the management of all Bookstore services it operates under the Agreement. Barnes & Noble shall operate the Bookstore Facilities on its own credit, and shall assume all bookstore operating costs including, but not limited to, inventory (including, but not limited to, all textbooks, merchandise and equipment necessary for the performance of the Agreement), labor (including management and supervisory), fringe benefits, payroll taxes, insurance, telephone, equipment repairs/replacement, in-store security, and custodial services. All incoming

shipments of textbooks and merchandise shall be to Barnes & Noble's account, and under no circumstances may any such shipments be made or invoiced to the District. Barnes & Noble shall maintain a prompt payment record with its suppliers.

3.7.7 Equipment and Fixtures: Telephone Service. All new equipment (including computer equipment, cash registers and safes), furniture and fixtures, file cabinets, and other office machines necessary for the successful and efficient operation of the Bookstore which are not requested by Barnes & Noble and approved by the District for funding with the Commencement Consideration pursuant to Section 3.8.3, shall be provided at Barnes & Noble's sole cost and expense. In addition, Barnes & Noble shall be solely and completely liable for providing all telephone service, including campus telephone service, to the Bookstore Facilities pursuant to Section 3.7.8 below.

Barnes & Noble may use any of the District's equipment, furniture, fixtures, file cabinets, and other office machines already in place in the Bookstore Facilities at no charge to Barnes & Noble. The District shall, in its sole discretion, remove and dispose of any equipment not selected to be used by Barnes & Noble. Any items selected to be used by Barnes & Noble shall be inventoried by the Parties prior to the commencement of this Agreement. Upon expiration or termination of this Agreement, such items shall be returned to the District in the same condition, ordinary wear and tear excepted. To this end, Barnes & Noble shall be responsible for the maintenance of such items, as well as the repair or replacement of any items damaged beyond normal wear and tear or those which are lost or stolen during the term of this Agreement. Current, prepaid maintenance contracts on those items which are used by Barnes & Noble will remain in force until their normal expiration dates, unless otherwise provided in the maintenance contracts. Barnes & Noble will have the benefit of such contracts until their expiration dates, and thereafter shall provide for preventive maintenance and repairs of equipment at Barnes & Noble's own cost and expense.

All new equipment or other items purchased for the Bookstore, with the Commencement Consideration or otherwise, and not made to be a fixture or part of the Bookstore Facilities, will remain Barnes & Noble's property and may be removed from the District's premises upon termination or expiration of the Agreement. Barnes & Noble shall physically label such equipment with its own identification, and shall maintain records adequate to establish its proof of ownership. All new equipment or other items which become fixtures or a part of the Bookstore Facilities, shall be and remain the property of the District upon termination or expiration of this Agreement, and Barnes & Noble shall not be entitled to any reimbursement or compensation of any kind for the cost or expense thereof, except with respect to the depreciation of the Commencement Consideration provided for in Section 3.7.3.

3.7.8 Utilities & Telephone Service. The District will provide Barnes & Noble with access to telephone service, but Barnes & Noble shall be responsible for all costs and expenses associated with such service, including installation, equipment

charges, service charges, and local and long distance charges. Barnes & Noble shall reimburse the District for any costs incurred by it on behalf of Barnes & Noble in providing access to telephone service.

The District will not be liable to Barnes & Noble for its failure to provide the services described herein, if such failure is due to causes beyond the reasonable control of the District. Barnes & Noble should keep energy consumption at a minimum, and shall comply with energy conservation practices and policies of the District.

3.7.8.1 Graduated Schedule for Utilities. From October of any given year in the contract period to September of the following year, when the Bookstore Facility's sales benchmark hits:

- \$9,200,000 Barnes & Noble will pay the District \$5,000 in Utility Costs
- \$9,475,000 Barnes & Noble will pay the District \$10,000 in Utility Costs
- \$9,760,000 Barnes & Noble will pay the District \$15,000 in Utility Costs
- \$10,000,000 Barnes & Noble will pay the District \$20,000 in Utility Costs

3.7.9 Trash Disposal and Recycling. The District will remove or provide for the removal of trash from one location at each Bookstore Facility at the sole cost and expense of the District. Barnes & Noble shall flatten or otherwise render all cartons, shipping containers, and other such items that are disposed of through the District's facility into a condition that will cause the trash to occupy the least possible amount of space.

3.7.10 Pest Control. The District will be responsible for pest control services in the Bookstore Facilities at its sole cost and expense, and in accordance with standard District practice, policy and procedure. Barnes & Noble shall use its reasonable best efforts to keep all Bookstore Facilities reasonably free of any trash, debris or other items which may attract non-destructive and destructive pests.

3.7.11 Security of Facilities. The District maintains its own Department of College Safety and Police for external security of the Bookstore Facilities. Barnes & Noble shall cooperate with the District's Director, Chief of College Safety & Police, and other relevant District officials in the provision of security for the Bookstore Facilities. Barnes & Noble shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the Bookstore Facilities. Barnes & Noble shall control the distribution of keys to the Bookstore Facilities. Barnes & Noble shall take all reasonable steps to address and prevent

security issues in the bookstore operations, including but not limited to, preventing the buy-back of stolen books and shoplifting.

Barnes & Noble is responsible for training its employees in the security requirements of the District at its sole cost and expense, and is responsible for enforcing the security rules of the District as they apply to its employees. Such policies include, but may not be limited to, the following: (a) no guns, knives, or other dangerous weapons are allowed on campus; (b) no illegal drugs or other prohibited substances are allowed on campus; (c) alcohol consumption or possession is not allowed on the Bookstore premises; and (d) smoking is not allowed in the buildings.

All entrances to the Bookstore Facilities will be re-keyed so that Barnes & Noble has access keys, except that when a facility is located within another District building, keys to gain access through a designated entrance will be issued or special arrangements made so that the Barnes & Noble and its employees can gain access whenever required. College Safety and Police shall retain, in a secure manner, one set of access keys to the Bookstore Facilities for emergency use. Should any employee of Barnes & Noble lose assigned keys or access cards, or in any other way jeopardize the security of the Bookstore Facilities, Barnes & Noble will be charged for all associated costs required to re-key the affected facilities in their entirety, or any area controlled by the lost keys/cards, as applicable. The District reserves the right to select the locks and a locksmith for re-keying the facilities or affected locations, and Barnes & Noble shall be assessed the cost.

Notwithstanding any security or other assistance provided by the District, Barnes & Noble shall bear the full responsibility for all risk of loss resulting from vandalism, theft or other loss of money or merchandise in the operation of the Bookstores.

3.7.12 Joint Marketing with Auxiliary Clubs. Barnes & Noble shall cooperate with each campuses' auxiliary organizations in joint marketing of soft goods with a percentage of sales, as agreed upon by Barnes & Noble, the campuses, and the auxiliary organizations, being paid to the auxiliary organizations. Any percentage so paid to the auxiliary organizations will be deducted from the calculation of Net Income From Sales or the District's commission.

3.7.13 Debit & Credit Card Services. Barnes & Noble shall accept major bank and financial institution debit and credit cards as payment for purchases in the Bookstore Facilities. Either the District or Barnes & Noble may, in their own discretion, develop a District debit or pre-purchase card program.

3.8 Bookstore Management.

Barnes & Noble shall establish written policies and procedures for the operation of the Bookstore Facilities which are acceptable to the District and which are congruent with the District's policies and procedures. In order to achieve the goals of the District's bookstore program, as indicated in this Agreement, such policies shall include, but may not be limited to, the following objectives, goals and obligations:

3.8.1 To provide the campus communities with a full range of merchandise and services expected from a quality academic bookstore.

3.8.2 To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for college courses, including short-term and special courses, available for purchase by students at the specific times the items are needed.

3.8.3 To ensure that the specified editions of texts are available for sale.

3.8.4 To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the campus.

3.8.5 To offer a significant selection of "soft goods" such as office supplies, personal care items, campus emblematic apparel, memorabilia, and other miscellaneous items.

3.8.6 To provide timely response to customers requiring special order literature and other such materials.

3.8.7 To provide textbooks at the lowest possible prices in accordance with the Textbook Pricing Policy outlined in this Agreement.

3.8.8 To provide other quality merchandise to the campus communities under pricing policies that are both fair and competitive for like or similar quality, as compared to other college and university bookstores, as well as with retail establishments in the surrounding area.

3.8.9 To keep apprised of new merchandise of interest to the campus communities.

3.8.10 To minimize out-of-stock situations on textbooks.

3.8.11 To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.

3.8.12 To meet the needs of disabled persons. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore Facilities.

3.8.13 To provide employment opportunities for the campuses' students.

3.8.14 To become involved in the academic, cultural and social environment of the campuses, taking advantage of opportunities to offer special merchandising and other assistance based upon the campuses' ongoing and unique activities.

3.8.15 To service special program needs such as vouchers and direct program billings, including acceptance of scholarship checks issued by the District.

3.8.16 To promote book signings and other academic and scholarly events.

3.8.17 To pay its bills in a timely manner and take advantage of discounts when earned.

3.8.18 To bear any loss resulting from dishonest acts on the part of any employees or agents working in the Bookstore.

3.8.19 To be solely responsible for the disposition of any and all damaged or surplus books, supplies, tools, materials and other damaged or surplus merchandise, regardless of the cause thereof, at its sole cost and expense.

3.8.20 To generally provide comprehensive and high quality customer service, which customer service shall be regularly monitored and evaluated by Barnes & Noble with input from the District. Barnes & Noble shall share such customer satisfaction research and information with the District, shall discuss with the District ways in which to improve customer service, and shall implement all reasonable methods for improving customer service and satisfaction. To this end, Barnes & Noble shall designate a representative to meet with the District's Representative or his or her designee at such place and time as may be designated by the District to discuss problems and to initiate mutually agreeable changes for improvement of the Bookstores' policies and procedures, operations, programs and services. Barnes & Noble shall also require its Bookstore management staff to meet regularly with the District's Auxiliary Services Committee, as well as appropriate District officials, to review the bookstore policies and procedures, operations, programs and services. Barnes & Noble's Bookstore management staff shall work cooperatively with the District's shared governance structure, including the Auxiliary Services Committee and other appropriate District officials, in the development and improvement of the Bookstores' policies and procedures, operations, programs and services. Barnes & Noble shall make every reasonable effort to comply with requests from the Auxiliary Services Committee and from college officials for the improvement of the Bookstores' policies and procedures, operations, programs and services. The Bookstore managers, or their designee, shall also meet periodically with Deans, Chairpersons and other faculty members to address their concerns and questions regarding Barnes & Nobles' policies and procedures, operations, programs and services.

3.8.21 To be responsive to any developments in technology that may affect or improve the operation of college bookstores, and shall cooperate with the District by adopting systems that may be implemented to improve customer service, inventory control or financial reporting.

3.9 Calendar of Operating Hours.

Barnes & Noble shall maintain a twelve (12) month schedule of operating hours and weeks of business for the Bookstore Facilities in accordance with the official District calendar, which may change from time to time at the District's sole discretion, and in mutual agreement with the District in meeting the needs of the students, faculty and staff. Barnes & Noble shall establish operational hours which are mutually satisfactory to the

District and Barnes & Noble. The appropriateness of opening a Bookstore facility on inclement weather days shall be coordinated with the District's Representative. The District reserves the right, upon consultation with Barnes & Noble, to require a change in the hours of operation of the Bookstore Facilities, including changes made necessary to accommodate special events. Under such circumstances, Barnes & Noble should make every effort to operate the Bookstore Facilities during such hours. All changes in the operating hours must be approved by the District. Unless approved in advance by the District, in no event shall the Bookstore Facilities operate on less than the minimum hourly schedules currently used by the District.

3.10 Non-Competition.

3.10.1 District. The District agrees that during the term of this Agreement it will not permit books, articles or other merchandise of the type normally stocked in the District's bookstores, other than convenience store items and officially licensed District products, to be sold or offered for sale on any of its campuses, for profit or otherwise, by any entity under circumstances which could reasonably be construed as directly duplicating or competing with the selling efforts of Barnes & Noble while engaged in the operation of the District's Bookstore. Notwithstanding the foregoing, it is understood, acknowledged and agreed that the prohibition provided by this Section does not apply to the types of books, articles or other merchandise which are currently offered for sale by departments or other groups on the District's campuses as of the commencement of this Agreement, or to books, articles or other merchandise offered for sale or exchange at District sponsored events. Barnes & Noble also understands, acknowledges and agrees that the District has no control over competing bookstore operations located near any of its three campuses which are operated as retail establishments independent of the District's control.

The District's campuses, subject to their own discretion, shall retain the right to provide other retail sales operations on all campuses, operated directly or through other contract arrangements, such as recognized student clubs and campus organizations. Individual students shall also be allowed to continue selling their used books.

3.10.2 Barnes & Noble. Barnes & Noble, as well as its officials, officers, employees, agents and subcontractors, shall not enter into any on-site business activity which is incompatible with the purpose and mission of an institution of higher learning, and shall not operate any part of their business or any other business which deals in items sold on the District's campuses within the District's attendance boundaries. Barnes & Noble shall conduct the business of bookstore operations strictly within the physical limits of each campus and each facility determined or directed by the District. Determination of what constitutes inappropriate business activity or competition shall rest solely with the District.

3.11 Merchandising Rights to Licensed Materials.

If the District should wish to pursue the licensing of District merchandise, the District may grant Barnes & Noble a non-exclusive right to sell officially licensed District merchandise in the Bookstore Facilities.

3.12 Barnes & Noble Management and Staff.

3.12.1 Quality and Quantity of Staff. Barnes & Noble shall staff the Bookstore Facilities with sufficient experienced and qualified managerial, clerical and other personnel to successfully and efficiently operate the Bookstore Facilities in accordance with the goals, objectives and terms of this Agreement. During peak "rush" periods, Barnes & Noble shall utilize sufficient additional employees at the Bookstore Facilities to avoid unnecessary lines and to expedite making educational materials available to students.

3.12.2 Regional Manager. Barnes & Noble shall designate a Regional Manager for the District, who shall be fully and adequately trained and experienced in the management and operation of facilities comparable to those encompassed by these specifications, to coordinate bookstore operations at all Bookstore Facilities for the District.

3.12.3 Bookstore Manager. Any candidate for manager of an individual campus bookstore facility shall be subject to prior and continuing approval by the District. Subsequent changes in any manager assignments are to be made by Barnes & Noble only after prior consultation with, and approval by, the District. The person selected by Barnes & Noble to manage a Bookstore facility shall have extensive experience in the management of bookstores serving a college community. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with college students and staff.

3.12.4 Dismissal of Personnel. The District reserves the right to require the removal of any Barnes & Noble personnel, including Bookstore Managers, deemed unsatisfactory by the District for good cause, including for actions reasonably considered by the District not to be in the best interests of the District. Barnes & Noble shall comply with written requests by the District to remove or reassign such personnel, which requests shall be made only after consultation by the District with Barnes & Noble administrators. The District will actively help Barnes & Noble resolve service-related issues, up to and including transfer and dismissal of District employees if necessary and in accordance with District policies and procedures.

3.12.5 District Regulations. Barnes & Noble shall ensure that all of their employees engaged in the performance of this Agreement shall adhere to all campus regulations regarding personal behavior and shall demonstrate courtesy to patrons of the Bookstore Facilities. Barnes & Noble shall be expected to work amicably with faculty groups and organizations, students and student service organizations. Barnes & Noble shall, through its representatives, agents, and

employees at each campus, demonstrate its best efforts to integrate its performance of the Agreement with the overall pattern of the campus community.

3.12.6 Independent Contractor. The services provided for in this Agreement shall be performed by Barnes & Noble or under its supervision, and Barnes & Noble shall determine the means, methods and details of performing the services. Any communication of employee matters shall be through the designated representatives of the Parties. The District retains Barnes & Noble on an independent contractor basis and not as an employee. Barnes & Noble retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the services under this Agreement on behalf of Barnes & Noble, other than those indicated in Section 3.14 below, shall also not be employees of the District, and shall at all times be under Barnes & Noble's exclusive direction and control. Barnes & Noble 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. Barnes & Noble shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.12.7 Equal Opportunity Employer. Barnes & Noble shall demonstrate its commitment to equal opportunity employment, and represents that it is an equal opportunity employer. Barnes & Noble shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other classification protected under federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, training, job assignment, promotion, rates of pay, layoff or termination. Barnes & Noble shall also comply with all relevant provisions of the District's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted, as required by applicable state or federal law.

3.12.8 Training. Barnes & Noble's training procedures for all Bookstore personnel shall be subject to continuing review by the District. Barnes & Noble shall use its reasonable best efforts to accommodate any District comments or requested revisions to such training procedures.

3.13 **Employment** Policies.

The employment policies of Barnes & Noble and the District, including but not limited to, policies governing sexual harassment, sexual molestation, discrimination and equal employment opportunity, shall meet the requirements of the Fair Labor Standards Act, as well as all other applicable federal and state laws, rules and regulations. All material relating to personnel policies and procedures of the Bookstore must be available for review by the other party. Barnes & Noble and the District shall, pursuant to the

indemnification provisions of this Agreement, defend, indemnify and hold the other party and their officials, officers, trustees, employees and agents (hereinafter the "Indemnified Party") free and harmless from and against any and all claims, lawsuits, judgments, costs or expenses for injuries, damages or other harms arising out of or incident to the acts, omissions or willful misconduct of the indemnifying party or its officials, officers, trustees, employees and agents which result in allegations being brought against the Indemnified Party by any employee or applicant, including those Full-Time District Employees specified in Section 3.14. Such allegations shall include, but shall not be limited to, the following: (1) wrongful termination, including retaliatory or constructive discharge; (2) wrongful refusal to employ; (3) wrongful refusal to promote; (4) wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline; (5) harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, pregnancy, sexual orientation, sexual preference or any other classification protected under federal or state law; (6) oral or written publication of material that slanders, defames or libels an employee, leased worker or temporary worker, or that violates or invades the right to privacy of an employee, leased worker or temporary worker; or (7) serious or willful misconduct charges pursuant to California Labor Code Section 4553.

3.14 District Compensation.

3.14.1 Percentage of Sales

Barnes & Noble will pay the District the applicable percentage of gross sales at the Bookstore Facilities.

- 9.1 % of all gross sales up to \$6 million
- 10.1 % of all gross sales from \$6 million to \$7.5 million
- 12.1 % of all gross sales over \$7.5 million

(Gross sales shall be defined as all collected sales at the Bookstore less voids, refunds, sales tax, discounted departmental sales, discounted faculty/staff sales, pass-through income, or other merchandise mutually designated as non-commissionable, etc.)

3.14.2 Textbook Scholarships.

Barnes & Noble will provide up to \$16,000 annually in textbooks to be awarded by the District at its sole discretion.

3.14.2.1 Graduated Schedule for Scholarship Donation. From October of any given year in the contract period to September of the following year, when the Bookstore Facility's sales benchmark hits:

- \$9,200,000 Barnes & Noble will pay the District \$18,000 in scholarships

- \$9,475,000 Barnes & Noble will pay the District \$20,000 in scholarships
- \$9,760,000 Barnes & Noble will pay the District \$22,000 in scholarships
- \$10,000,000 Barnes & Noble will pay the District \$24,000 in scholarships

The \$9,113 of textbook scholarship money that was not expended during the term of the 1999 agreement between Barnes and Noble and RCCD will be added to the textbook scholarship amount specified for the first year of this new agreement. In addition, textbook scholarship money that is not awarded by the end of each year during the 5 year term of this agreement will be carried over and added to the textbook scholarship fund for the subsequent year. At the end of the 5th year of this agreement, Barnes & Noble will donate any unused text book funds to the Riverside Community College District Foundation Text Book Fund.

3.14.3 Net Income from Sales. The term "Net Income From Sales" as used and referred to herein, shall include all sales at the gross selling price of merchandise and items of every character, including consigned merchandise sold in, upon, or through any part of the Bookstore premises by Barnes & Noble or any other person, firm, or corporation, including all sales through the Barnes & Nobles' website or the District Bookstore Website, and the gross charges for all services to customers or patrons performed by Barnes & Noble or any other person, firm, or corporation, in, upon, or through any part of the Bookstore premises, and shall include sales and charges for cash, will-call and credit, regardless of whether or not the same is collected or uncollected. The Parties acknowledge that the intended Internet access point for selling District merchandise and other items which are commissionable to the District will be a combined Barnes & Noble District Bookstore Website, but other access points are possible. With this in mind, the Parties agree that Barnes & Noble shall not sell District merchandise or other items which are commissionable to the District from any Internet access point that is not associated with the District, without approval from the District, or from any Internet Access Point through which Barnes & Noble is not capable of tracking commissions to which the District is entitled.

3.14.4 Exclusions from Net Income from Sales. It is agreed that the term "Net Income From Sales" shall not include: (1) any excise tax, sales tax, or any other tax now or hereafter levied by any federal, state, or municipal authority upon the retail sales or the value of services performed by Barnes & Noble or any other person, firm, or corporation conducting sales or performing services in, upon, or through the Bookstore premises, provided that the collection and payment of all such taxes by Barnes & Noble to the taxing authority is established by Barnes & Noble to the satisfaction of the District; (2) intra-company transfers of

merchandise; (3) pass-through sales with little or no mark-up, such as bus passes, cosmetology kits, computer hardware, and any other items priced with little or no mark-up as may be mutually agreeable to the District and Barnes & Noble; (4) any fixed discount sales to students pursuant to Section 3.5.13; (5) all proper credits for returned merchandise, merchandise refunds, merchandise exchanges, and merchandise cancellations, allowances, voids, or discounts; and (6) uncollected sales, bank charges or debit card fees.

3.14.5 Examples of Inclusions in Net Income from Sales. It is agreed that the term "Net Income From Sales" shall include any and all of the following: (a) any official sales to the District's instructional/administrative divisions for which fixed discounts apply pursuant to Section 3.5.13; and (b) any personal sales to the District's staff for which fixed discounts apply.

3.14.6 Computation and Payment of Commissions. Commission Payments shall be computed quarterly (based on a calendar quarter), except for the first payment which shall cover the period from inception date of the Agreement through the end of the current quarter. All Commission Payments shall be paid to the District within thirty (30) calendar days after the end of each quarterly period. Unless otherwise agreed by the District and Barnes & Noble, the commission structure shall begin with the lowest rate offered, but the commission rate will be adjusted in the last calendar quarter's payment should annual gross sales exceed the specified breakpoints or should the commission payments not meet the guaranteed minimum payment.

3.14.7 Audits. The quarterly Commission Payments shall be based on an unaudited statement, signed by an authorized employee of Barnes & Noble and provided with the payment to the District, showing a detailed analysis of the aggregate gross sales and any non-commissionable exclusions. Payment for the last quarter of the contract year shall include any adjustment to the commission structure based on annual gross sales that may exceed the specified breakpoints. The quarterly payments shall be verified through the certified annual audited statement required by this Agreement. Adjusted payments, if any, shall be paid within ninety (90) calendar days following the close of Barnes & Noble's fiscal year. Barnes & Noble shall furnish any and all additional or supporting documentation to the District within fifteen (15) calendar days of a request.

3.15 Book Orders and Deadlines.

3.15.1 Text Adoption Information. The District assumes the responsibility for assisting Barnes & Noble in determining the need for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. Barnes & Noble, on its part, agrees to make every effort to fill such orders and to give good service to the students and the faculty. Barnes & Noble shall note that the District may be obligated to furnish book order information to the public, upon request, if it determines that it must release such information under the Public Records Act.

3.15.2 Text Adoption Schedule. In its provision of books, supplies, and materials, Barnes & Noble will prepare (in a form acceptable to the campuses) and distribute to faculty members requisitions for such books, supplies and materials for each semester. The campuses will make reasonable efforts to see that Barnes & Noble's bookstore management is given timely notice by faculty members or authorized departmental designees of the books, supplies and materials requested for all courses offered. Unless adjustments in the academic calendar dictate corresponding adjustments in the dates which follow, the District's instructional divisions will provide adoption information to Barnes & Noble in accordance with the following schedule:

Spring semester - on or before October 15;
Summer sessions - on or before March 15;
Fall semester - on or before April 15; and
Winter intersession - on or before September 15.

3.15.3 District's Right to Select Texts. The selection of course texts shall be the decision of the District's instructional divisions and, as an academic matter, selection shall not be within the discretion of Barnes & Noble.

3.15.4 Textbook Orders. Textbook orders submitted by the District's instructional divisions should be honored as to quantity, title, edition and other variables, except for good and verifiable cause for alternative action. When Barnes & Noble, in exercising proper business judgment, determines that an enrollment projection is excessive, a report of this conclusion should be made via electronic mail to the appropriate instructional division through designated campus channels. Authorization from the District's Representative must be obtained by Barnes & Noble prior to any substantial reduction in textbook order quantity or prior to any other alteration of the order. Barnes & Noble must provide timely reports to faculty members of the status of their orders for books, supplies and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, and other such status information. Barnes & Noble shall not be responsible for books or other items not being ready for sale to students due to the failure of faculty members to submit timely order requests. However, Barnes & Noble shall make every reasonable effort to supply items requested even when requests are not timely.

3.15.5 Barnes & Noble's Responsibilities. Barnes & Noble's commitment to service will be gauged in large measure by the timeliness and adequacy of orders for textbooks and instructional supplies. Barnes & Noble agrees to put forth its best efforts to obtain formally adopted textbooks and make them available to students and faculty when they are needed. To this end, textbook orders should be placed in ample time for the books to arrive well in advance of registration. Upon receipt of textbooks, instructional divisions should receive notice, through approved campus channels, of the quantities available. Barnes & Noble shall make a report available to each instructional division, upon request of that division, confirming quantities on hand and giving notice of existing or

anticipated shortages, along with actions undertaken to resolve the shortages. If there is an unavoidable shortage of a textbook at the beginning of the semester, the District's faculty and students are entitled to the persistent efforts of store personnel to obtain the book. While this effort is underway, the instructional division should receive frequent reports of the status of the order and remedial actions which have been undertaken.

3.15.6 Expedited Orders. Barnes & Noble may, at its sole cost and expense, expedite requests for textbooks, publications, and materials approved for new programs or sections added after the dates prescribed for the submission of adoption data. Barnes & Noble may also, at its sole cost and expense, expedite requests for textbooks, publications, and materials made one (1) week prior to and two (2) weeks following commencement of normal semester classes, or one (1) week prior to and one (1) week following commencement of summer or intercession classes. The Parties understand and agree that Barnes & Noble will generally honor such expedited requests, unless they are made necessary due to a gross oversight by a District faculty member. As used herein, expedite means to ship via second day air or quicker.

3.15.7 Supplier Base. In the operation of the Bookstore Facilities, Barnes & Noble shall utilize reputable publishers and distributors as sources for supplies. Additionally, wherever feasible, Barnes & Noble must consider utilizing disadvantaged/minority/women-owned businesses for books, office supplies, and sundry items. The District reserves the right to require reports evidencing Barnes & Noble's utilization of disadvantaged/minority/women-owned firms as suppliers.

3.16 Used Book Purchase and Resale.

3.16.1 Purchase Program. Barnes & Noble shall have the exclusive right to buy-back used books from students on each District campus. Barnes & Noble agrees to establish a used book "buy-back" program and to purchase from students, at the end of each semester and throughout the year, books in saleable condition which students choose to sell. Prices paid to students for used books will be the highest market value consistent with adoption information, inventory status and condition. Used books will be purchased from the students at any time during the semester, provided the student desiring to sell a book possesses a current student I.D. card and a valid California Driver's License or other form of identification card with a photograph. The dates of book buy-back will be established by Barnes & Noble with the approval of the District.

3.16.2 Computerized System. Barnes & Noble shall use a computerized system for the purchase of used books, which are approved by the District, from students, faculty and others at the campuses.

3.16.3 Purchase Prices. Barnes & Noble shall purchase used books from students, faculty and others at the campuses based on a schedule that is practical and convenient to both the Bookstore Facilities and the campus communities, according to the following policy: (a) if Barnes & Noble has a faculty order

indicating that a book will be a course adoption for an upcoming semester, it will pay not less than fifty percent (50%) of the selling price (provided the book is a good used copy) until the bookstore has filled its quota. (b) if Barnes & Noble does not have information as to the future use of a book, if the book will not be used the following semester, or if it will shortly be replaced by a revision announced by the publisher, Barnes & Noble shall pay the price listed for the book in a textbook buying guide which the District and Barnes & Noble mutually agree to use for this purpose.

3.16.4 Used Book Sales. Barnes & Noble shall put forth its best efforts to make maximum use of used books in order to decrease book costs to students. To this end, Barnes & Noble shall make every possible effort to increase used book sales at the District's campuses by retaining used books purchased at the campuses, if required for the following semester, and by purchasing or acquiring used books from other bookstores and companies if necessary.

3.17 Acceptability and Sale of Merchandise.

3.17.1 Quantity and Supply. Barnes & Noble shall stock in sufficient quantity, display, and offer for sale: (a) all required, recommended and suggested text and course books, whether new or used, in the editions specified by faculty or other designated departmental representatives; (b) other educational materials and supplies used or needed by the District's students; and (c) speculative merchandise such as books, magazines, soft goods, stationery, desk and room accessories and other items normally sold in a campus bookstore, to the extent that the sale of such items is compatible with the educational mission and purposes of the campus and Bookstores. Those food and other items not normally sold in a campus bookstore shall be stocked, displayed and sold only upon specific prior approval by the District.

3.17.2 District Recommendations or Requirements. The District reserves the right to recommend merchandise to be sold at the Bookstore Facilities, and to require the removal of merchandise for sale at the Bookstore Facilities which the District considers to be offensive or inappropriate. Barnes & Noble shall withdraw from display or sale at the Bookstore Facilities any item which the District should reasonably request not be displayed or sold. Barnes & Noble agrees that all items offered for sale at the Bookstore Facilities shall be of quality and character commensurate with the standards of the institution, and acceptable to the District.

3.17.3 Sales at Athletic Events. If the District should so request, Barnes & Noble shall cooperate with the campuses in conducting sales at athletic events. Sales at athletic events shall be treated the same as any other sales and included in Net Income From Sales pursuant to Section 3.14.2.

3.17.4 Sales Policies. Barnes & Noble shall post, in conspicuous places, all bookstore policies concerning refunds, buy-backs, exchanges, and discounts. New textbooks must be in new condition and, at a minimum, policies must provide that defective textbooks will be replaced at no cost.

3.17.5 Charged Purchases. Barnes & Noble shall provide for charge sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa and other credit cards. Barnes & Noble shall provide for charge sales to the District on its own account, with monthly billing in triplicate to the District's Accounts Payable Office.

3.17.6 Collection of Debts. Barnes & Noble shall be solely responsible for the collection of any debts resulting from charge card purchases or otherwise.

3.17.7 Grant Purchases. From time to time textbooks and/or course supplies are to be purchased for a student through a federal grant or by some government agency. Barnes & Noble shall work with government agencies to establish an accounts receivable process for agency-sponsored students who need to charge required books and supplies. Barnes & Noble shall agree to bill agencies for sponsored students' purchases.

3.17.8 Off-Campus Registration. Barnes & Noble shall provide for sales of textbooks and other educational materials required for off-campus courses at off-campus instructional centers, if so requested by the District.

3.18 Pricing Policy.

3.18.1 Sales of Merchandise. School supplies and merchandise will be priced at or below manufacturers' suggested retail prices.

3.18.2 Sales Markup Basis. Barnes & Noble represents that the sale markup basis at the Bookstore Facilities will be as follows: New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25 % gross margin on publisher's net priced books. Publisher net prices books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%. Freight, handling charges, and any publisher's administrative charges shall not be considered in calculating the retail-selling price. For the purpose of verifying price compliance, the District will calculate the maximum selling price of a new textbook as follows:

Invoice Cost $\div 0.75 =$ Retail Selling Price (rounded up to the nearest nickel).

If the same textbook is offered for sale in all three Bookstore Facilities, it shall be priced the same on each campus.

3.18.3 Used Textbooks. Used books will be sold at 25% less than the new selling price.

13.18.4 New Paperback Books and Trade Books. New paperback books and trade books shall be sold at prices no higher than publisher's list price.

13.18.5 Course Packs and Textbooks. Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies will be priced at up to a 25% gross margin.

3.18.6 Increase to Price Structures. Barnes & Noble shall not increase its pricing policy for any item or group of items, as outlined in this Section 3.20, without the approval of the District.

3.18.7 Verification. The District may request and shall receive from Barnes & Noble proof that the above pricing policies are being followed. Information must be provided by Barnes & Noble within fifteen (15) calendar days following its receipt of the District's request.

3.19 Printed Materials.

3.19.1 Course Packs and Workbooks. The District is a major developer of course packs and work books adopted for use at its campuses. Course packs generally consist of syllabi and study guides. Barnes & Noble agrees to cooperate with the District and its faculty in sales of college-developed course packs or workbooks formally adopted for use by the students. Barnes & Noble should exercise normal business planning in the requisitioning and purchase of course packs and workbooks. Barnes & Noble understands, acknowledges and agrees that the District may be obligated to furnish internally developed course packs and workbooks to competing off-campus bookstores upon request. Barnes & Noble shall not assume that in all cases it will be the sole distributor of course packs and workbooks. Production of course packs and workbooks may be through the District's print shop, reproduction center, or the District's contracts with outside printing or reproduction companies. Barnes & Noble shall cooperate with the Business Office in determining how payment for, and sales of, course packs and workbooks will be handled. The District is not responsible for the repurchase of unsold course packs and workbooks.

3.19.2 Copyright Clearance, Production and Sales. Barnes & Noble shall provide for faculty course packs and workbooks to be copyright cleared, produced and sold as per the textbook pricing policy provided in Section 3.18.

3.20 Refunds and Exchanges.

Barnes & Noble and Riverside Community College will agree upon a mutually satisfactory refund and exchange policy.

3.21 Advertising.

3.21.1 Off Campus Advertising. Barnes & Noble shall obtain prior approval from the District's Marketing Office for all advertising to be placed off of the college campuses or in media other than District media (including Internet or other electronic advertising), or otherwise involving use of the District's name or logo (including individual campus logos). Barnes & Noble shall withdraw any advertising from any location or media upon request of the District for any reason.

3.21.2 On Campus Advertising. Barnes & Noble shall have the right to advertise its operations on each of the District's college campuses, provided advanced approval is provided by the District's Representative. Such advertising may include, but is not limited to, advertising store locations, store operating hours, sales of merchandise, and book buy-backs. Barnes & Noble's advertising rights on a campus do not preclude competing bookstores from purchasing advertising space in student or college newspapers, or posting college-approved advertising on bulletin boards.

3.21.3 Signage. Barnes & Noble shall not place any signs at, on or about the Bookstore Facilities, except as and where first approved by the District's Representative. The District shall have the right to remove any or all signs in order to paint the building or make any other repairs or alterations.

3.22 Access.

3.22.1 District Access. The District shall have full access at all times to the bookstore records, including all cash registers being used by Barnes & Noble and all other records indicated in Section 3.40 below, with or without notice. Cash register control totals will be used to verify the cash sales reported. In addition, all registers shall have: (a) cumulative, non-resettable counters of either the total reset-clearings or the total cumulative activity; (b) receipt and detail tape provisions; and (c) a display window for customer viewing.

3.22.2 Barnes & Noble Access. Agents and employees of Barnes & Noble working in the Bookstore Facilities will be provided access to parking lots utilized by college employees under the policies of Department of College Safety and Police. Barnes & Noble's agents shall use entrances, thoroughfares, and parking areas designated by the District, and must comply fully with the District's prevailing fire, safety, traffic, parking, and security regulations. Prohibitions on smoking inside of buildings, or elsewhere on the premises, must be strictly observed. Any special parking requirements may be accommodated through permits issued by the Department of College Safety and Police at each location. Barnes & Noble's agents are responsible for paying for any parking fees individually. All campuses have parking spaces available in public areas.

3.23 Insurance.

3.23.1 Minimum Scope and Limits. Barnes & Noble shall, at its sole cost and expense, procure and maintain during the existence of this Agreement insurance

against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by Barnes & Noble or its agents, representatives or employees. Such insurance shall meet at least the following minimum levels of coverage:

3.23.1.1 Workers' Compensation. Workers' Compensation Insurance in such types and amounts as may be required under applicable state laws, rules or regulations. Alternatively, a State of California Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance.

3.23.1.2 Employers' Liability. Employer's Liability Insurance with a limit of \$1,000,000 per accident for bodily injury and disease.

3.23.1.3 Commercial General Liability. Commercial General Liability with limits of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If not included within the policy, a Broad Form Comprehensive General Liability endorsement shall be provided. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

3.23.1.4 Business Automobile Liability Insurance. Business Automobile Liability Insurance with a limit of \$1,000,000 per accident for bodily injury and property damage.

3.23.1.5 All Risk Property Insurance. Property insurance against all risks of loss to the Bookstore Facilities and any inventory or other personal property within the Bookstore Facilities, with a limit equal to the full replacement cost of insured property and no coinsurance penalty provisions.

3.23.1.6 Business Income. Barnes & Noble shall procure and maintain Business Income (business interruption or rental income) coverage that provides the expected income stream to the District in the event of a covered loss.

3.23.1.7 Blanket Fidelity Bond. All of Barnes & Noble employees working in the Bookstore Facilities shall be bonded under a Blanket Fidelity Bond of not less than \$250,000.00.

3.23.2 Insurance Endorsements. The insurance policies shall contain the following provisions, or Barnes & Noble shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.23.2.1 Commercial General, Business Automobile Liability & All Risk Property Insurance. (l) The District and its officials, officers, trustees,

employees and agents shall be covered as additional insureds with respect to the work or operations performed by or on behalf of Barnes & Noble; and (2) the insurance coverage shall be primary insurance as respects the District and its officials, officers, trustees, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Barnes & Noble's scheduled underlying coverage. Any insurance or self-insurance maintained by the District or its officials, officers, trustees, employees and agents shall be excess of Barnes & Noble's insurance and shall not be called upon to contribute with it in any way.

3.23.2.2 Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the District and its officials, officers, trustees, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Barnes & Noble.

3.23.2.3 All Other Coverage. Each insurance policy required by this contract shall be endorsed to state that: (1) coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; (2) any failure to comply with reporting or other provisions of the policies shall not affect coverage provided to the District and its officials, officers, trustees, employees and agents; and (3) All provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

3.23.3 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District or its officials, officers, employees and agents.

3.23.4 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in California, and satisfactory to the District.

3.23.5 Verification of Coverage. Barnes & Noble shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. It shall be Barnes & Noble's responsibility to ensure that new and replacement certificates of insurance and endorsements are submitted to the District as they are issued or changed. In addition, the District shall be notified if listed coverage will not be renewed at time of expiration. Certificates, endorsements and notices shall be mailed to the following address: Riverside Community College District, Attn: Vice President,

Student Services, 4800 Magnolia Avenue, Riverside, CA 92506-1299. Approval, disapproval or failure to act by the District regarding any insurance supplied by Barnes & Noble shall not relieve Barnes & Noble of full responsibility or liability for damages and accidents as set forth in the Agreement. Neither shall the bankruptcy, insolvency, nor denial of liability by the insurance company exonerate Barnes & Noble from liability.

3.23.6 Payment. No special payment shall be made by the District for any insurance that Barnes & Noble may be required to carry pursuant to this Agreement.

3.23.7 Repair or Replacement of Insured Property. In the event of a covered loss, Barnes & Noble shall reasonably and diligently work with its insurers, the District, and the District's insurers to ensure that the affected Bookstore Facilities and District facilities are repaired or rebuilt as soon as reasonably possible, and that temporary facilities, if needed, are secured and become operational as soon as reasonably practicable.

3.24 Indemnification.

Each party, in performing its obligations under this Agreement, is acting independently, and each party assumes no responsibility or liability for the other party's acts or omissions. Barnes & Noble and the District agree to defend, indemnify and hold the other party and its officials, officers, trustees, employees and agents free and harmless from and against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by the breach of the terms or provisions of this Agreement by the indemnifying party or its officials, officers, trustees, agents, employees or invitees, or by any act or omission of the indemnifying party or its officials, officers, trustees, agents, employees or invitees in the performance of this Agreement. Notwithstanding the foregoing, without waiving any governmental immunity available to the District under California law and without waiving any defense of the parties under California law, the indemnity specified in this Section shall not apply to any liability resulting from the sole negligence or wrongdoing of the non-indemnifying party or its officials, officers, trustees, agents or employees, and in the event of joint and concurrent negligence of both Barnes & Noble and the District, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of California. This paragraph is solely for the benefit of Barnes & Noble and the District, and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.25 Environmental Matters.

To the best of its knowledge, the District is not aware of any health or environmental problems which currently exist or are likely to develop in the buildings or physical facilities which house the Bookstore. The District shall be responsible for remedying promptly any health or environmental problem at the Bookstore Facilities, other than those caused by Barnes & Noble, and notifying Barnes & Noble accordingly.

3.26 Amendment of Agreement.

No change, modification or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto.

3.27 Benefit and Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the District and Barnes & Noble and their successors and assigns.

3.28 Headings; Interpretation.

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms "include," "includes," "including," and "such as" shall be deemed in all cases to be followed by the words "without limitation."

3.29 Severability.

The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.

3.30 Compliance With All Laws.

Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

3.31 District's Representative.

The District hereby designates its Vice Chancellor, Student Services/Operations or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Agreement. Barnes & Noble shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.32 Barnes & Noble's Representative.

Barnes & Noble hereby designates its Vice President of Stores, or his or her designee, to act as its representative for the performance of this Agreement ("Barnes & Noble's Representative"). The Barnes & Noble Representative shall have full authority to represent and act on behalf of Barnes & Noble for all purposes under this Agreement. The Barnes & Noble Representative shall supervise and direct the services, using his or

her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

3.33 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:

BARNES& NOBLE:

Barnes & Noble College Bookstores, Inc.
120 Mountain View Blvd.
Basking Ridge, NJ 07920
Fax (908) 991-2846
Attn: Janine von Juergensonn, Vice President of Marketing

DISTRICT:

Riverside Community College District
Office of the Vice Chancellor, Administration and Finance
4800 Magnolia Avenue
Riverside, California 92506-1299
Fax (951) 222-8893
Attn: Aaron Brown

Copy to:

Riverside Community College District
Student Services and Operations
1533 Spruce Street
Riverside, California 92507
Fax (951) 328-3819
Attn: Dr. Debbie DiThomas

Such notice shall be deemed made when personally delivered, sent by facsimile, 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. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.34 Standard of Care.

Barnes & Noble shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Barnes & Noble represents and maintains that it is skilled in the professional calling necessary to perform

the services, and it warrants that all of its employees shall have sufficient skill and experience to perform the services assigned to them.

3.35 Laws and Regulations.

Barnes & Noble shall keep itself fully informed of, and in compliance with, all local, state and federal laws, rules and regulations in any manner affecting their obligations under this Agreement, including all Cal/OSHA requirements, workers' compensation requirements, federal and state equal employment opportunity requirements, and all Americans With Disabilities Act (ADA) requirements. Barnes & Noble shall give all notices required by law, and shall apply for, obtain and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over Barnes & Noble's obligations under this Agreement. Barnes & Noble shall be liable for all violations of such laws, rules, and regulations. Barnes & Noble shall defend, indemnify and hold the District and its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.36 Safety.

Barnes & Noble shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, Barnes & Noble shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.37 Records.

3.37.1 Auditable Records. Barnes & Noble shall maintain complete and accurate account books and records in connection with its performance of the Agreement as may be reasonably required by the District, including adequate cash register detail to support reports of gross sales and those related to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Such books and records shall be available locally or be made readily accessible with reasonable notice. Barnes & Noble shall provide the District with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. Barnes & Noble shall, at any reasonable time during the term of this Agreement, and for two years following the termination or expiration and access for this examination and audit of its records pertaining to the performance of the Agreement, and shall, upon request by the District, produce and exhibit all such records.

3.37.2 Purchasing Records. The District shall have complete access to the purchasing records of Barnes & Noble in order to evaluate the quality and quantity of the merchandise supplied, as well as Barnes & Noble's purchasing activity with disadvantaged/minority/woman-owned businesses.

3.37.3 Separate Records. Barnes & Noble shall maintain separate bookkeeping records for its operations on each campus.

3.37.4 Monthly Financials. Barnes & Noble shall prepare and maintain a monthly financial report of operations in a form acceptable to the District, and shall provide such report to the District within thirty (30) days after the end of that month. The monthly report should be in sufficient detail as to show: (a) primary location (e.g. Riverside City Campus); (b) gross sales for the reported month and year-to-date by category; (c) exclusions from gross sales for the reported month and year-to-date by category; (d) net sales for the reported month and year-to-date by category; (e) totals for the primary location for the reported month and year-to-date; (f) totals for all locations for the reported month and year-to-date; and (g) cumulative Agreement year-to-date information. Two (2) copies of the monthly report shall be submitted - one to the Vice Chancellor of Administration and Finance and one to the District's Representative.

3.37.5 Daily Records. The District shall have access to daily sales and deposit records upon request.

3.37.6 Audited Statements. Barnes & Noble shall provide audited annual operating statements prepared by an independent certified public accountant, showing the amount of the annual gross sales, as herein defined, together with credit and allowance accounts for the preceding fiscal year. Barnes & Noble shall provide the audited statements to the District within ninety (90) days after the end of its fiscal year.

3.37.7 Book Sales. Barnes & Noble shall maintain statistics on used books sales. Upon request, Barnes & Noble shall submit to the District a report showing the percentage breakdown by campus of new book sales and used book sales for the preceding semester, as well as a comparison of these results with the two preceding academic years. While the District may make its request at anytime, either before or after the end of any semester, Barnes & Noble shall have a reasonable time following the end of the reported semester to prepare the report; provided, however, this time shall in no event be longer than forty-five (45) days following completion of the reported semester.

3.38 Cooperation; **Further** Acts.

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.39 Attorney's Fees.

If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in

such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.40 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.

3.41 Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.42 Time of Essence.

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

3.43 Assignment or Transfer.

Barnes & Noble shall not assign, hypothecate, or transfer, either directly, indirectly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Force Majeure.

Neither the District nor Barnes & Noble shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include, but not be limited to, acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of either party. In the event of any occurrence which a party considers may cause a delay or failure of performance, the party affected shall promptly notify the other party.

IN WITNESS WHEREOF, the District and Barnes & Noble have executed this Agreement on the day and in the year first above written.

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

BARNES & NOBLE COLLEGE
BOOKSTORES, INC.

By:
Aaron Brown
Interim Vice Chancellor, Finance
and Administration

By:
Kimberly Otte
Vice President, Stores

Approved as to Form:

Attest:

By:
Best Best & Krieger
Legal Counsel

By:
Signature

Printed Name

Title

EXHIBIT "A"

BOOKSTORE FACILITIES

The Bookstore Facilities shall be as follows:

1. RIVERSIDE CITY CAMPUS BOOKSTORE.

The interior walls inward (including all equipment, fixtures and other personal property) of an approximately 7,100 square foot building on the Riverside Campus commonly known as Room #210 (Student Services), as well as the following exterior facilities currently used by the Riverside Campus bookstore: (1) an existing exterior display case located on the west side of the building; (2) a loading dock located on the south side of the building; and (3) a storage unit located away from the building near the Huntley Gym.

2. MORENO VALLEY CAMPUS BOOKSTORE.

The interior walls inward (including all equipment, fixtures and other personal property) of an approximately 900 square foot building on the Moreno Valley Campus commonly known as Room #130 (Moreno Valley Library), as well as the following exterior facilities currently used by the Moreno Valley Campus bookstore: (1) a loading area located on the north side of the building; and (2) a storage area located on the north side of the building.

3. NORCO CAMPUS BOOKSTORE.

The interior walls inward (including all equipment, fixtures and other personal property) of an approximately 1,200 square foot building on the Norco Campus commonly known as Room #108 (Downstairs) and the Tiger's Den/Campus Store (Upstairs), as well as the following exterior facilities currently used by the Norco Campus bookstore: (1) a loading area located on the south side of the building; and (2) a storage area located away from the building near the north side of the tech building.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: November 20, 2007

Subject: Quadrangle Modernization Project – Change Order No. 7

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 Campus. The Board has previously approved Change Orders Nos. 1, 2, 3, 4, 5, & 6 bringing the total project award to \$15,868,895.

Staff is now requesting the Board's approval of Change Order No. 7 for changes throughout the Quadrangle Modernization Project (description of changes are noted in the attached change order listing) totaling \$255,770.

To be funded from the Board approved project budget (State Construction Act and Measure "C" funding – Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve Change Order No 7 for the Quadrangle Modernization Project in the amount of \$255,770 and authorize the Interim Vice Chancellor Administration and Finance to sign the Change Order.

James L. Buysse
Interim Chancellor

Prepared By: Rick Hernandez
Director Capital Planning
Facilities Planning Design and Construction

Dr. C. Michael Webster
Riverside Community College District Planning Consultant
Facilities Planning, Design and Construction

Exhibit "A"

- #1 DESCRIPTION: COR 75
Repair the parking lot lights in lots A and B
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$457
- #2 DESCRIPTION: COR 80
Remove carpeting from a location on the second floor of the building
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$1,098
- #3 DESCRIPTION: COR 81, PR 4A
Delete metal ceilings from the architectural detailing
REASON: District change
REQUESTED BY: Riverside Community College District
COST: (\$23,009)
- #4 DESCRIPTION: COR 97
Remove and replace concrete adjacent to the existing elevator to allow
for proper slope and drainage
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$5,787
- #5 DESCRIPTION: COR 105
Modify the window soffit in room 110
REASON: Design Change
REQUESTED BY: Architect
COST: \$2,129
- #6 DESCRIPTION: COR 106R
Remove the balcony flooring material in room 208
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$6,252

- #7 DESCRIPTION: COR 110
Provide mecho shades in lieu of the specified product
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$75,762
- #8 DESCRIPTION: COR 117
Add electrical outlets to office 141B
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$870
- #9 DESCRIPTION: COR 118
Move light fixtures and relocate as directed by the District
Representative
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$1,073
- #10 DESCRIPTION: COR 119, PR 41
Repipe existing condensate traps on air handling systems
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$5,985
- #11 DESCRIPTION: COR 120
Repair water damage to rooms 21C and 21D
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$222
- #12 DESCRIPTION: COR 121, PR 16
Credit the District for acoustical ceiling material used in repairing
water damage
REASON: District request
REQUESTED BY: Riverside Community College District
COST: (\$222)

- #13 DESCRIPTION: COR 122
Perform drywall repair work as described in reference to RFI no.87
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$825
- #14 DESCRIPTION: COR 123
Provide an access panel for maintenance purposes and perform necessary drywall and painting work
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$710
- #15 DESCRIPTION: COR 124
Perform removal and replacement of drywall in accordance with RFI no.197
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$338
- #16 DESCRIPTION: COR 125, PR 25
Install a new pair of doors to room 207
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$4,100
- #17 DESCRIPTION: COR 128
Credit the District for finish work in the elevator not required as shown in the drawings
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: (\$1,050)
- #18 DESCRIPTION: COR 130, PR 39
Modify the entry way condition to room 143
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$397

- #19 DESCRIPTION: COR 131, PR 49
Provide additional catch basins and grates in the existing landscaped area
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$1,291
- #20 DESCRIPTION: COR 132
Provide drywall and necessary finishes in accordance with RFI 49 related to the work on the pull box
REASON: District changes
REQUESTED BY: Riverside Community College District
COST: \$285
- #21 DESCRIPTION: COR 134
Perform additional drywall work in the basement in accordance with the program changes requested
REASON: District changes
REQUESTED BY: Riverside Community College District
COST: \$6,197
- #22 DESCRIPTION: COR 135
Perform additional electrical work in accordance with PR 15 and provide the necessary drywall patching and finish work required
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$287
- #23 DESCRIPTION: COR 136, PR 33
Provide pipe chases to accommodate utility systems and make the required patching of the adjacent door
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$525
- #24 DESCRIPTION: COR 137, PR 33 and 39
In accordance with the project requests, provide required furring and patching of drywall in the areas as shown
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$1,799

- #25 DESCRIPTION: COR 139
Provide additional electrical and information technology scope changes to meet the District's standards as reflected in the project request
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$4,830
- #26 DESCRIPTION: COR 141, PR 44
Provide the necessary electrical work to the newly replaced booster pump
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$5,817
- #27 DESCRIPTION: COR 143
Perform additional finish work to relocate the speakers in the lecture room
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$2,068
- #28 DESCRIPTION: COR 149
Install 7 new air handling systems including controls, duct work, registers and balancing for the scope change in the basement
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$122,939
- #29 DESCRIPTION: COR 150, PR 59
Provide the necessary 1 hour rated fire system in the hall ways in the basement
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$4,945

- #30 DESCRIPTION: COR 151
Provide condensate piping, drains and required pumping for the HVAC system in the basement
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$5,140
- #31 DESCRIPTION: COR 152
Reinstall the door/frame and hardware in room 15A
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$1,120
- #32 DESCRIPTION: COR 154
Increase the main line size for the Direct Digital Control System
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$652
- #33 DESCRIPTION: COR 156
Provide electrical power and the necessary sub panels for the new air handling system in the basement
REASON: District change
REQUESTED BY: Riverside Community College District
COST: \$12,535
- #34 DESCRIPTION: COR 161, PR 58
Provide a bypass on the existing elevator as required by the state elevator inspector
REASON: Unforeseen condition
REQUESTED BY: Riverside Community College District
COST: \$3,616
- Total amount: \$255,770

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
PLANNING COMMITTEE

November 13, 2007 – 5:00 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 Campus)
Richard Mahon, Academic Senate Representative (Riverside)
Gail Zwart, Academic Senate Representative (Norco Campus)
Yajaira Tiscareño, ASRCC Student Representative
Todd Wales, CTA Representative (Norco)
Gustavo Segura, CSEA Representative (Moreno Valley)
Ginny Haguewood, CSEA Representative (Riverside)

AGENDA

VI. Board Committee Reports

C. Planning

1. Services Agreement–Security By Design, Inc.
- The Committee to consider an agreement to provide planning and design support for the development of security systems. The term of the agreement is November 21, 2007 through June 30, 2008.
2. Moreno Valley Phase III – Student Academic Services Facility – Information Technology and Audio Visual Design Agreement
- The Committee to review an agreement to provide information technology and audio visual design services. The term of the agreement is November 21, 2007 through August 1, 2012.
3. Norco Student Support Center– Information Technology and Audio Visual Design Agreement
- The Committee to review an agreement to provide information technology and audio visual design services. The term of the agreement is November 12, 2007 through April 1, 2010.

4. March Education Center – Lease Agreement
- The Committee to consider a lease extension relative to the March Education Center.
5. Agreement with The State of California, The California Highway Patrol
- The Committee to consider a training agreement with The California Highway Patrol. The term of the agreement is January 1, 2008 through December 31, 2008.
6. Comments from the public.

Adjourn

Prepared by: Naomi Foley
Administrative Assistant
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: November 20, 2007

Subject: Services Agreement – Security By Design, Inc.

Background: Facilities Planning, Design and Construction staff is requesting approval to hire Security By Design, Inc. to provide planning and design support on an as needed basis for the development of security systems recommendations and to develop plans and specifications for security systems for new projects, remodel, and renovation projects. Fees for these services and allowable expenses are to be billed at \$150.00 per hour with a not to exceed amount of \$150,000 for fiscal year 2007-2008.

Scope of work for each project will be assigned and approved by the Director of Capital Planning. The term of the agreement is from November 21, 2007 through June 30, 2008.
Funding source: State Construction Act and Measure C funding – Resources 4100 and 4160.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Security By Design, Inc., for the term of November 21, 2007 through June 30, 2008, at a cost of \$150,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Rick Hernandez
Director Capital Planning
Facilities Planning, Design and Construction

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

SECURITY BY DESIGN, INC.

THIS AGREEMENT is made and entered into on the 21ST day of November, 2007, by and between SECURITY BY DESIGN, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Moreno Valley Campus, Norco Campus and Riverside Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from November 21, 2007, to the estimated completion date of June 30, 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 \$150,000.00 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

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

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

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Security By Design, Inc.

Riverside Community College District

Lorna L. Chandler
CEO
5528 Pacheco Blvd. Ste. B-100
Pacheco, CA 94553

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Scope of Project

Consultant to provide planning and design support on an as needed basis for the development of security systems recommendations and to develop plans and specifications for security systems for new projects, remodel, and renovation projects on site at the Riverside Community College District's, Moreno Valley Campus, Norco Campus and Riverside Campus.

Scope of Services

Scope of work for each project will be assigned and approved by the Director of Capital Planning. Term of the Agreement is from November 21, 1007 to June 30, 2008.

Fees for these services and allowable expenses are to be billed at \$150.00 per hour with a not to exceed amount of \$150,000 for fiscal year 2007-2008.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: November 20, 2007

Subject: Moreno Valley Phase III – Student Academic Services Facility – Information Technology and Audio Visual Design Agreement

Background: On March 15, 2005, the Moreno Valley Phase III Project was submitted as a component of the District's Five-Year Capital Construction Plan to the State Chancellor's Office. The project is to be financed from both State Capital Outlay funds and Measure "C" funds.

Staff is now requesting approval to hire Information Technology Solutions, LLC to provide information technology and audio visual design services that begins with consulting and design and extends through the construction and acceptance phases of the project. Services will be provided in three phases:

- Phase 1 – Consulting and design for the development of construction documents
- Phase 2 – Bid process assistance
- Phase 3 – Quality assurance inspection services

Fees for services are not to exceed \$112,300 including expenses. The term of the attached agreement is from November 21, 2007 through August 1, 2012, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation. Funding source: Measure "C" budget – Resource 4160.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Information Technology Solutions, LLC, for the term November 21, 2007 through August 1, 2012, for the amount of \$112,300.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

Prepared by: Michael Webster
Riverside Community College District Planning Consultant
Facilities Planning, Design and Construction

AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INFORMATION TECHNOLOGY SOLUTIONS, LLC

THIS AGREEMENT is made and entered into on the 21st day of November, 2007, by and between INFORMATION TECHNOLOGY SOLUTIONS, LLC hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College, Moreno Valley Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from November 21, 2007, to the estimated completion date of August 1, 2012, 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 \$112,300.00 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its

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

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

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Information Technology Solutions, LLC Riverside Community College District

Gary L. Hiller
President/CEO
7323 Sage Avenue
Yucca Valley, CA 92284

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Scope of Project

Consultant is to provide services that begins with consulting and design and extends through the construction and acceptance phases of project.

Scope of Services

Phase 1. Consulting and Design for the development of Construction Documents.

Consultant will work closely with WWCOT design team and District staff in the process of developing the construction documents supporting the desired structured cabling systems (SCS) supporting voice, data, and video transport, including audio visual systems. There will be formal and informal client reviews, product reviews and key decision points as part of this process.

Consultant will provide the Construction Documents to the Architect consisting of plans and Division 27/28 specifications, on the border provided by the Architect, meeting the needs and expectations of the District.

Phase 2. Bid Process Assistance. Consultant will work closely with WWCOT and the college in releasing this project to bid. Consultant will: a) assist in facilitating the bid process, b) notify qualified bidders, c) accompany the WWCOT team on the job walk to answer bidder questions and provide orientation, d) assist in answering RFI's, e) review bid submissions with WWCOT and the client and make recommendation on the awardee.

Phase 3. Quality Assurance Inspection Services. Consultant will assist the Project Management team representing the District, acting as technical Quality Assurance and compliance coordinator. Consultant will develop and distribute periodic written reports depicting the current situation as noted on field inspections. Quality Assurance Inspections in a multi-trade environment shall cover all trades associated to the technology component including electrical, mechanical, building, and technology trades. Consultant will participate in all required meetings to properly oversee the technology component installation.

- Consultant will answer all RFI's during the construction period, issuing needed directives and addendums as necessary within the confines of the original scope of work to the contractor. Additional or changes to the original scope of work will be at the listed per hour billing rates.

Cost Summary

<i>Phase 1</i>	\$ 62,500.00
<i>Phase 2</i>	\$ 4,200.00
<i>Phase 3</i>	<u>\$ 45,600.00</u>
	\$112,300.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-3

Date: November 20, 2007

Subject: Norco Student Support Center – Information Technology and Audio Visual Design Agreement

Background: On November 21, 2006, the Board approved the Planning, Design and Construction of the Norco Student Support Center Project and Measure “C” funding for the project in the amount of \$11,042,820.

Staff is now requesting approval to hire Information Technology Solutions, LLC to provide information technology and audio visual design services inclusive of Group I and Group II related design, design support, bid process support and project quality assurance/project management type services. Services will be provided in three phases:

- Phase 1 – Consulting and design for the development of construction documents
- Phase 2 – Bid process assistance
- Phase 3 – Quality assurance inspection services (Group II Programs)

Fees for services are not to exceed \$158,400 including expenses. The term of the attached agreement is from November 21, 2007 through April 1, 2010, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation. Funding source: Measure “C” budget – Resources 4160.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Information Technology Solutions, LLC to provide information technology and audio visual design services for the Norco Student Support Center Project for the term November 21, 2007 through April 1, 2010 and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

James L. Buysse
Interim Chancellor

Prepared by: Michael Webster
Riverside Community College District Planning Consultant
Facilities Planning, Design and Construction

AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INFORMATION TECHNOLOGY SOLUTIONS, LLC.

THIS AGREEMENT is made and entered into on the 21st day of November, 2007, by and between INFORMATION TECHNOLOGY SOLUTIONS, LLC hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College, Norco Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from November 21, 2007, to the estimated completion date of April 1, 2010, 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 \$158,400.00 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

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

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

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Information Technology Solutions, LLC Riverside Community College District

Gary L. Hiller
President/CEO
7323 Sage Avenue
Yucca Valley, CA 92284

Aaron S. Brown
Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Scope of Project

Consultant to provide complete services inclusive of Group I and Group II related design, design support, bid process support and Project Quality Assurance/Project Management type services.

For Group I, Consultant will provide all design and design team support services for the core Network Transport Infrastructure and related sub systems, and the coordination and design of the Active Network Systems and Audio Visual needs as related to the Group I construction phase. Consultant will coordinate the needs of the Security System Designer into the IT spaces.

For Group II, Consultant will work with the appropriate principles for the District in the design and implementation of the Information Transport Network System (ITNS) and the Audio Visual system (AVS) culminating in possibly two additional and separate sets of biddable construction documents, one for AVS and the other for the ITNS. Assist in the additional bid processes and providing Project Management/Quality Assurance services for Group II.

Services also include the design coordination and provisioning of required infrastructure items for the Security and Access Control systems as designed by others.

Scope of Services

Phase 1. Consulting and Design for the development of Construction Documents.

Consultant will work closely with the designated design team and District staff in the process of developing the construction documents supporting the Group I and Group II Systems. It is realized there is the potential for three separate bid packages. One package will be issued through the architect and will contain the needs for all ITNS and AVS infrastructure requirements. A second bid package will be to support the ITNS requirements, and the third will be to support the AVS requirements.

Phase 2. Bid Process Assistance. Consultant will work closely with the architect and the college in releasing this project to bid. Consultant will: a) assist in facilitating the bid process, b) notify qualified bidders, c) accompany the architect's team on the job walk to answer bidder questions and provide orientation, d) assist in answering RFI's, e) review bid submissions with the architect and the client and make recommendation on the awardee.

Phase 3. Quality Assurance Inspection Services (Group II Programs). During the construction phase Consultant will assist the Project Management team representing the District, acting as technical Quality Assurance and compliance coordinator/Inspector for both the AV and ITNS contractors. During the Group II implementation Consultant will play a more significant role in oversight of the ITNS and AVS contractors who may not work under the General Contractor. Consultant will develop and distribute periodic written

reports depicting the current situation as noted on field inspections. Quality Assurance Inspections in a multi-trade environment shall cover all trades associated to the technology component including electrical, mechanical, building, and technology trades. Consultant will participate in all required meetings to properly oversee the technology component installation.

- Consultant will answer all RFI's during the construction period, issuing needed directives and addendums as necessary within the confines of the original scope of work to the contractor. Additional or changes to the original scope of work will be at the listed per hour billing rates.

Cost Summary

<i>Phase 1 Consulting and Design</i>	
<i>Group I (ITNS/AV)</i>	\$ 42,500.00
<i>Group II (ITNS/AV)</i>	\$ 40,400.00
<i>Phase 2 Bid Process Support</i>	\$ 10,500.00
<i>Phase 3 Group II Quality Assurance Insp.</i>	<u>\$ 65,000.00</u>
	<u>\$158,400.00</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-4

Date: November 20, 2007

Subject: March Education Center – Lease Extension

Background: The District presently leases the March Education Center (MEC) from the March Joint Powers Authority (JPA). The MEC currently houses programs for Economic Development and an extension of the School of Nursing program. The current lease is a three-year term, which ends May 31, 2008. In accordance with terms of the lease, the District has an option to extend the lease for an additional three year term, so long as RCCD provides notice to the March JPA of the right to exercise the lease option no sooner than 12 months and no later than 6 months prior to the end of term. Therefore, the District needs to inform the March JPA of its intent to extend the lease no later than November 30, 2007.

At this time, the programs currently housed and accredited at the March Education Center will continue to have a need for space for at least another three years. Extending the lease at this time thus would permit the programs to continue and allow the District and School to plan for the future needs of the programs. Additionally, the District has made improvements to the facility to meet our program needs, and another three-year term will allow us to maximize the return on our investment in this regard.

Should the Board approve the notice of lease option to the March JPA, the District and March JPA would renegotiate the lease rates and other relevant matters, and a new lease would be returned to the Board for consideration at a later date.

Recommendation: It is recommended that the Board of Trustees authorize the Chancellor to provide notice to the March JPA of the District's intent to exercise the Lease Extension for an additional 3-year term, and authorize the Chancellor to renegotiate the lease.

James L. Buysse
Interim Chancellor

Prepared by: Chris Carlson
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-5

Date: November 20, 2007

Subject: Agreement with The State of California, The California Highway Patrol

Background: Attached for the Board's review and consideration is an agreement between the Riverside Community College District (RCCD) and the State of California, California Highway Patrol. RCCD has agreed to offer training for the California Highway Patrol (CHP) at the Ben Clark Training Center in Riverside. RCCD will accept student applications, process enrollment, approve all course content, curriculum, methods of instruction, and instructors. CHP, in collaboration with RCCD, will schedule curriculum-approved courses, develop new course proposals, recommend revision of approved course outlines, recommend qualified instructors, and provide instruction under the supervision of RCCD staff. Attachment A is a blanket agreement to contract instructors for the program and will authorize the Interim Dean of Public Safety Education and Training to sign the agreements. The term of this agreement shall be from January 1, 2008 through December 31, 2008. Under the agreement's terms, the District will rent 2,422 square feet of office space at the Ben Clark Training Center at a cost not to exceed \$28,482.72 per year and agrees to pay the CHP a net of \$1.55 for each student contact hour. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from January 1, 2008 through December 31, 2008, at a cost of \$1.55 per student contact hour, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement and authorize the Interim Dean of Public Safety Education and Training to sign the blanket agreement.

James L. Buysse
Interim Chancellor

Prepared by: Cordell Briggs
Interim Dean, Public Safety Education and Training

INSTRUCTIONAL SERVICE AGREEMENT BETWEEN RIVERSIDE COMMUNITY
COLLEGE DISTRICT AND THE STATE OF CALIFORNIA, THE CALIFORNIA HIGHWAY
PATROL FOR ADMINISTRATION OF JUSTICE ACADEMIC AND
OCCUPATIONAL/VOCATIONAL SERVICES

This Agreement is made this 12th day of December, 2007, to provide academic and occupational/vocational services in the program of Administration and Justice for the STATE OF CALIFORNIA, the CALIFORNIA HIGHWAY PATROL (herein called "CHP") at the Ben Clark Public Safety Training Center.

ARTICLE 1. PARTIES

The State of California, California Highway Patrol (hereinafter "CHP")
Business Services Section
Attn: Contract Management Unit
P.O. Box 942898
Sacramento, CA 94298-0001

Riverside Community College District (hereinafter "RCCD")
Aaron S. Brown, Interim Vice Chancellor
Administration and Finance
4800 Magnolia Avenue
Riverside, CA 92506-1299

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for one year, commencing January 1, 2008, and terminating December 31, 2008, unless terminated by either party in the manner set forth herein.

ARTICLE 3. COURSES, CURRICULUM, INSTRUCTION, CLASS SIZE

Section 3.01. CHP shall submit to RCCD courses or programs for college credit to augment training for personnel or to provide augmented training for personnel to develop specialized skills for professional advancement.

Section 3.02. RCCD, in accordance with its curriculum procedures, will approve the course content, course curriculum, and methods of instruction used by CHP. RCCD will provide orientation of faculty, instructor manuals, course outlines, curriculum materials, testing and grading procedures and any other services it provides to hourly instructors in the District.

Section 3.03. RCCD will determine minimum class sizes. RCCD may also set a maximum class size and course credit.

Section 3.04. The approved courses of instruction to be offered are listed on Attachment B. Additional courses from the RCCD Catalog may also be included on this list. Other courses may be added, deleted, or revised, upon written mutual agreement of the parties.

Section 3.05. CHP agrees to provide written notice to RCCD at least (90) calendar days prior to offering approved courses or programs, which shall include all relevant course information and proposed course outlines to meet the stated performance objectives or student learning outcomes.

ARTICLE 4. SERVICES TO BE PERFORMED BY CHP

Section 4.01. For purposes of Worker's Compensation, the State of California is considered the "primary employer" for California Highway Patrol personnel performing services under this agreement. Notwithstanding this statement, employees and instructors performing services under this agreement are under the supervision of RCCD for instructional purposes only. This section conforms to the California Code of Regulations (Title 5), Sections 58051.5 and 58058.

Section 4.02. Instruction by CHP shall include the development of appropriate lecture and practical application of materials; recommendation of college level instructors who meet minimum qualifications or equivalent; development and presentation of educational support lectures in conjunction with RCCD and under the supervision and control of a RCCD employee who has met the minimum qualifications for instruction in occupational/vocational education in a California Community College.

Course Scheduling

Section 4.03. CHP shall provide RCCD with a schedule of all proposed activities related to the academic and occupational/vocational programs, on or before July 1 of each year, for the subsequent school year commencing July 1. The RCCD Curriculum Committee accepts for consideration new course and program proposals between September and May of each academic year.

Section 4.04. CHP and RCCD agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of RCCD as to all academic matters and compliance with educational requirements imposed by law shall be final.

Course Outlines

Section 4.05. CHP shall permit RCCD to have access to its existing current course outlines and other state approved course outlines.

ARTICLE 5. OPERATIONAL ISSUES

Student Registration:

Section 5.01. RCCD agrees to process student applications and to enroll students in the CHP courses and programs. A successful enrollment means that each student has completed an enrollment application provided by RCCD, the application has been delivered to and accepted by RCCD's registration office, and the applicant has met all requirements, including, if applicable, the standard college student liability and medical care coverage.

Section 5.02. A California resident is one who meets the criteria set forth by law. A non-resident for student registration is one who meets criteria set forth by law. (See C.E.C. 76140.5)

Section 5.03. RCCD shall provide the following student services functions in accordance with the RCCD's standards as disclosed in the RCCD's publications:

- a. Recruitment of students
- b. Placement testing
- c. Advising
- d. Counseling
- e. Registration of all students on RCCD-approved registration forms
- f. Maintenance of student rosters
- g. Evaluation of student progress
- h. Record keeping
- i. Withdrawal of students prior to course completion

Student Enrollment

Section 5.04. CHP and RCCD will mutually agree upon the number of instructors to instruct the course or course section(s), the ratio of instructors per student, and the subject area to be taught.

Section 5.05. RCCD reserves the right to cancel the offering of any course or course section(s), which does not meet the approved curriculum or needed capacity of enrollment for RCCD to be compensated by the state for apportionment. Notice of Cancellation of a course or course section(s) must be made to CHP prior to the start date of the course, and written notice of intent to cancel must be served to CHP. CHP cancellation(s) must be made to RCCD prior to the start date of the course and written notice of intent to cancel must be served to RCCD.

Section 5.06. RCCD will provide Admission forms for each student as described in Section 5.01 and 5.02 above.

Hours During Which Services May Be Performed:

Section 5.07. The parties shall mutually agree on the time the classes will be conducted, and these items will be set forth in the class schedule.

Section 5.08. Any change of the time or location of class(es) must be submitted in advance and approved by RCCD.

Payment of Compensation

Section: 5.09. CHP shall submit quarterly an invoice to RCCD of the courses or course section(s) and number of student contact hours for payment. If the Dean of Public Safety Education and Training of RCCD disputes the invoice, then RCCD shall notify the California Highway Patrol, Accounting Section, Accounts Receivable Unit, P. O. Box 942898, Sacramento, CA 94298-0001, in writing within 60 calendar days of receipt of invoice. The dispute should include the following information:

- a. CHP invoice number
- b. Name and identification of the CHP instructor(s)
- c. Number of hours and or students disputed
- d. Date of service
- e. Reason of dispute or requested amount
- f. The total amount of credit requested

The invoice will not be paid until any dispute is settled.

Either party may request resolution of the invoice disputes by bringing them to the attention of the President (or designated representative) and the CHP Administrative Officer for joint resolution. If an agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

Section: 5.10. RCCD shall provide up to 2,422 square feet of office space.

Section: 5.11. RCCD shall calculate the total amount of enrollment fees based on the number of student credit hours taken during the billing period.

Section: 5.12. RCCD shall accrue the amount of the enrollment fee revenue.

Section: 5.13. In consideration for the services provided within this agreement, RCCD shall pay CHP a net of \$1.55 for each student contact hour less the accrued enrollment fees referred to in Section 5.11.

Cooperation of CHP

Section 5.14. CHP shall ensure and verify that the instructional activities to be conducted are not fully funded from any other source or sources.

Section 5.15. CHP shall agree to comply with all reasonable requests of RCCD and to provide access to all documents related to the instructional programs necessary for the performance of RCCD's duties under this Agreement.

Section 5.16. CHP shall provide at least two staff members, one lieutenant and one sergeant to instruct, coordinate instruction, and to provide administrative support for academic and

occupational/vocational programs held at the Ben Clark Training Center or mutually agreed upon location. The salary and benefits of CHP uniformed personnel are the responsibility of CHP.

Section 5.17. CHP shall provide equipment, materials, day-to-day management support, and ancillary student support services that are not routinely provided for students enrolled in a lecture or laboratory approved setting by RCCD. In addition, CHP shall provide all other related overhead expenses necessary to conduct RCCD's affiliated educational programs and services.

Section 5.18. CHP shall cooperate with RCCD to ensure that all personnel, equipment, and materials used in carrying out the responsibilities of CHP under this contract conform to Education Code and Title 5 mandated standards governing instructional programs.

Section 5.19. CHP shall recommend instructors, in collaboration with RCCD personnel, and ensure that all instructional training will be conducted by individuals who meet the criteria established by the California Community College Board of Governors for community colleges occupational/vocational instructors.

Section 5.20. CHP shall ensure that all instructors, in collaboration with RCCD personnel, certify acknowledgment in the form of Attachment A from each instructor that RCCD has the right to control and direct the educational programs that are the subject of this agreement.

Section 5.21. CHP shall offer courses in accordance with RCCD's approved course outlines so that the stated student learning outcomes will be met.

Section 5.22. CHP shall submit proposals for new course outlines and revisions of approved course outlines on RCCD forms, which shall be presented through the curriculum process.

Section 5.23. CHP shall permit RCCD staff to have complete access to all instructional activities.

Equipment Used

Section 5.24. CHP will provide at its own expense firearms, magazines and batons for its trainees to use while attending and participating in firearms, baton, and defensive tactics training during the course of instruction. Trainees from other agencies and other students who are not affiliated with an agency shall provide the previously mentioned equipment. CHP shall have the exclusive right to determine and authorize the type, make and model of equipment to be used during its instruction. Any trainees who depart from the use of approved equipment by CHP must be authorized by CHP.

ARTICLE 6: LIABILITY/INDEMNITY

Section 6.01. RCCD will ensure that at the time of registration, non-affiliated students will purchase the standard College student health coverage and maintain the coverage during the entire course of study.

Section 6.02. CHP, its officers, agents, and employees, shall not be deemed to have any liability for the negligence, or any other act or omission of RCCD or any of its officers or employees, or for any dangerous or defective condition of any work or property of RCCD.

Section 6.03(a). RCCD shall indemnify and hold CHP, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon the condition of work or property of RCCD, or upon any act or omission of RCCD, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCCD shall defend, at its expense including attorney fees, CHP, its officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such conditions of work or property, or alleged acts of omissions.

Section 6.03(b). CHP shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of CHP, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and CHP shall defend, at its expense including attorney fees, RCCD, its Trustees, officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omissions.

ARTICLE 7: OBLIGATION OF RCCD

Section 7.01. RCCD agrees to process the completed enrollment applications described in Section 5.03 for the purpose of obtaining financial support from the State of California.

Section 7.02. RCCD shall provide current course outlines for each course making up the designated programs and shall take steps to keep its college Catalog current regarding its designated programs.

Section 7.03. RCCD shall schedule all portions of designated academic and occupational/vocational programs approved by CHP to be part of the programmatic course of study offered by RCCD, approved by RCCD's Curriculum Committee, its Board of Trustees, and published in the current college Catalog.

Cooperation by RCCD

Section 7.04. RCCD shall offer academic and occupational/vocational courses and programs, approved by the Board of Trustees of the RCCD.

Section 7.05. RCCD shall collaborate with CHP in the selection, approval, and evaluation of instructors to ensure and maintain the quality of instruction to meet the needs of the students and the accreditation requirements of the RCCD. In addition, RCCD shall collaborate with CHP to ensure that Board-approved instructors will teach course sections in a manner consistent with

RCCD-approved course outlines and will hold students to a level of academic achievement expected throughout the RCCD.

Section 7.06. RCCD shall ensure that scheduled courses and programs meet all appropriate State of California Government Code Title 5 (hereinafter referred to as Title 5) and State of California Education Code (herein referred to as Education Code) requirements.

Section 7.07. RCCD shall consult with CHP instructors and be available for consultation by CHP on any revision to existing RCCD courses or programs, the initiation of new courses, or other course changes to ensure and maintain the quality of educational services needed by CHP.

Section 7.08. RCCD will open enrollment in courses and programs to any person who has been admitted to the college and has met any applicable prerequisites, advisories, or limitations on enrollment. (Title 5, Sections 51006 and 58106.)

Section 7.09. RCCD will enroll students in a course or course sections during the period advertised for scheduled courses to be offered through the add date of the courses to be offered for CHP.

Section 7.10. RCCD will advertise its academic and occupational/vocational courses in the schedule of classes, post them online on its website, or publish and distribute them in the RCCD in accordance to RCCD methods of approved updates, and collaborate with CHP to advertise further scheduled courses and programs offered through RCCD.

Section 7.11. RCCD will collaborate with CHP to add sections of courses as the need exists by agreement between RCCD and CHP.

Section 7.12. RCCD shall contract with the County of Riverside for necessary classroom and training room space at the Ben Clark Training Center or any other mutually agreed upon space.

Section 7.13. RCCD shall track enrollment fees of students at the Ben Clark Training Center.

Section 7.14. RCCD certifies that it does not receive full compensation for the direct costs of the course from any public or private agency, individual, or group.

ARTICLE 8: TERMINATION OF AGREEMENT

Section 8.01. Either party may terminate this Agreement, without cause, with ninety (90) days written notice.

Section 8.02. RCCD shall have the right to terminate this Agreement with sixty (60) days written notice in the event that funding from county, state or federal resources is reduced or eliminated. Any courses that are fully enrolled, or are in progress, shall be completed as provided for in this Agreement.

ARTICLE 9: GENERAL TERMS

Section 9.01. The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. The parties further understand that harassment of any student or employee of RCCD with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

Section 9.02. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

Section 9.03. 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.

Section 9.04. The parties acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

CALIFORNIA HIGHWAY PATROL

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
(Name and Title of Who's signing)

Aaron S. Brown, Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Attachment A

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Agreement for Academic and Occupational/Vocational Program Services

This agreement is between the Riverside Community College District (RCCD) and _____ (Instructor) to teach _____ (name of course or courses) at the Ben Clark Training Center from: Start Date _____ to End Date _____.

1. Instructor agrees to provide instruction for the Department of California Highway Patrol from the date of this agreement to end date, unless-the Instructor and RCCD otherwise agree to terminate this agreement.
2. Instructor agrees to work to the standards established by RCCD including, but not limited to, the course outline.
3. Instructor agrees that he/she meets the minimum qualifications or equivalent for this teaching assignment, as shown in the attached documentation evidencing that Instructor meets minimum qualifications or the equivalent for the discipline.
4. Instructor agrees to work to the standards established by RCCD including, but not limited to, the course outline and required hours of instruction for each class.
5. RCCD shall have the primary right to control and direct the educational program and the activities of the instructor.
6. Instructor is an independent contractor and is not an employee of Riverside Community College District.
7. Instructor agrees that he/she shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Instructor understands that harassment of any student or employee of RCCD with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

DATED: _____

INSTRUCTOR

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

Instructor's Signature

Dr. Cordell Briggs, Interim Dean
Public Safety Education and Training

Instructor's Printed Name

College Official's Printed Name

Attachment B

List of Approved Courses of Instruction in the RCCD Catalog (Additional courses from the RCCD Catalog may also be included on this list. Other courses may be added, deleted, or revised, upon written mutual agreement of the parties.)

ADJ—A33	Public Safety Seminar	.25 unit
ADJ—A42A	Crime Scene Investigation	.50 unit
ADJ—B1C	Basic Peace Officer Training Academy-CHP	18.00 units
ADJ—T5A	Techniques of Accident Investigation Training	1.50 units
ADJ—T10A	Radar Enforcement Training-CHP	1.50 units
ADJ—T13A	Communications Operator Training Phase I	4.00 units
ADJ—T13B	Initial Communication Operator Training— Phase II	2.00 units
ADJ—T15A	CPR Refresher Course	.25 unit
ADJ—T16A	Communications Operators In-Service	1.00 unit
ADJ—T17A	Communications Supervisors Training	.50 unit
ADJ—T18A	Spanish for Law Enforcement	1.00 unit
ADJ—T25A	Bomb Search Team Training	.25 unit
ADJ—T26A	Civil Disturbance Training (CHP)	.25 unit
ADJ—T42A	Safety Services Program Update	.25 unit
ADJ—T44A	Workplace Violence Prevention Instructor Training	1.00 unit
ADJ—T46A	Equal Employment Opportunity (EEO) Counselor/Investigator Recertification	.25 unit
ADJ—T47A	Enhanced Officer Safety Training (POST)	.25 unit
ADJ--T51A	Automated External Defibrillator (AED) Training	.25 unit
ADJ—T53A	Preliminary Alcohol Screening (PAS) Device Coordinator	.25 unit
ADJ—T61A	Communications Training Specialist	1.00 unit
ADJ—T64A	Motorcoach/Bus Inspection Training Course	1.00 unit
ADJ—T65A	National Highway Traffic Safety Administration Standardized Child Safety Training	1.00 unit
ADJ—T70A	CHP-Explorer Academy Level III	3.00 units
ADJ—T72A	Radioactive Materials Response and Enforcement Training	.50 unit
ADJ—T73A	General Hazardous Materials Inspection and Compliance Training Course	2.00 units
ADJ—T75A	Specially Marked Patrol Vehicle	1.00 unit

Among the revised course proposals to be submitted by CHP, two are T72A and T73A. In addition, new course proposals for Tactical Fire Arms Training, Tactical Supervisor Training course and Lidar Training Course, along with other proposals, will be developed and submitted to the Curriculum Committee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING

November 13, 2007, 7:00 p.m.

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

Committee Members: Virginia Blumenthal, Committee Chairperson
José Medina, Vice Chairperson
James Buysse, Interim Chancellor
Jim Parsons, Associate Vice Chancellor, Public Affairs and
Institutional Advancement
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Richard Mahon, Academic Senate Representative
(Riverside)
Deborah Tompsett-Makin, Academic Senate Representative
(Norco)
Houtan Hamaizad, ASRCC Student Representative
Karin Skiba, CTA Representative (Norco)
Gustavo Segura, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Proposition 92 – California Community College Initiative (CCCI)
- The Committee to consider taking a position relative to Proposition 92.
2. Board Governance, Representation and Engagement
- The Committee to consider information relative to Board Engagement and Representation.
3. Comments from the public.

Adjourn

Prepared by: Charlotte Zambrano
Administrative Assistant, Chancellor's Office

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: November 20, 2007

Subject: Proposition 92 – California Community College Initiative (CCCI)

Background: A presentation on Proposition 92, commonly referred to as the California Community College Initiative (CCCI) was provided at the October 2007 meetings. An update had been requested at that time for this February 2008 ballot initiative. Since October, the State of California Legislative Analyst's Office issued its report on October 18, 2007 (copy of their report is attached). Additionally, a "Vote Yes on Proposition 92" website has been launched. Copies of the news release on its launch as well as a listing of supporters to Proposition 92 also are attached.

Summary:

Proposition 92 has three key provisions:

A. K-14 Education Funding Level:

- Establishes a new Proposition 98 enrollment growth mechanism to provide community colleges with a separate guarantee of Proposition 98 funds, thereby splitting K-12 and community colleges. For community colleges, Proposition 92 recognizes that changing demographic numbers for enrollment between K-12 and community colleges (the former in decline while the latter is increasing) and separates the funding formula, thereby benefiting community colleges.
 - Generally, requires minimum levels of State funding for school districts and community college districts to be calculated separately, using different criteria and separately appropriated.
 - Allocates 10.46% of the current Proposition 98 School funding maintenance factor to community colleges.
- Requires a State General Fund backfill guarantee for property tax revenue shortfalls, as is the case for K-12.

B. Student Fees:

- Reduces fees to \$15 from the current \$20 per unit.
- Restricts fee increases to no more than the percentage change in per capita personal income of California residents from the second preceding year to the immediate preceding year, rounded down to the nearest whole dollar; or ten (10) percent.
- Fees cannot be increased beyond the formula unless passed by a vote of two-thirds of the membership of each house and signed by the Governor. The per unit fee level may be reduced by a statute that is passed by a majority vote of each house and signed by the Governor.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: November 20, 2007

Subject: Prop 92 – California Community Colleges Initiative (*continued*)

C. Governance:

- Establishes an independent, locally governed community college system in the State Constitution (as are UC and CSU).
- Increases the membership of the Board of Governors from 16 to 19; and changes balance of the board, by increasing the number of members with community college ties (i.e., faculty, students or trustees) from six to ten members.
- Proposed board changes:
 - 12 public members with 3 being former or current Board of Trustees (existing law is 2 being former or current trustees).
 - 2 community college students (existing law 1 student/non voting).
 - 3 current or former faculty (existing law is 2).
 - 2 community college employees (existing law is 1).
- Gives Chancellor full autonomy to appoint executive staff, instead of the Governor. Staff are no longer civil service employees (much like CSU and UC).

A Position: The Board of Governor's for the California Community Colleges has not taken a position on Proposition 92. At face value, there is a benefit to the California Community College system as well as RCCD. However, there are groups such as CTA and Cal Chamber that have come out against Proposition 92 due to funding concerns and issues of public policy regarding governance. Presently, University of California (UC) and California State University (CSU) systems have not taken positions, but their staffs have conducted analysis for each of their boards.

RCCD can be supportive of Proposition 92 through holding a press conference on campus with members of the board and students and encouraging contributions to the "Yes on 92 Campaign". However, it should be noted that all campaign efforts must be done outside of District functions, given that they are political actions.

Recommendation: It is recommended that the Board of Trustees take a position of support for Proposition 92.

James L. Buysse
Interim Chancellor

Prepared by: Chris Carlson
Chief of Staff

Proposition 92

Community Colleges. Funding. Governance. Fees. Initiative Constitutional Amendment and Statute.

Issued October 18, 2007 by the Legislative Analysts Office

Summary

This measure makes major changes to the State Constitution and state laws relating to the California Community Colleges (CCC). As shown in Figure 1, the measure affects CCC funding requirements, fee levels, and system governance. Each of the measure's key provisions is discussed in more detail below.

Figure 1

Proposition 92: Main Provisions

» **Education Funding Level**

- Changes current minimum education funding requirement into two separate requirements: one for K-12 schools and one for community colleges.

» **Student Fees**

- Lowers community college education fees from \$20 per unit to \$15 per unit.
- Significantly limits the state's authority to increase fee levels in future years.

» **Governance**

- Formally establishes the community colleges in the State Constitution.
- Increases the size of the community colleges' state governing board and the board's administrative authority.

Background

California Community Colleges provide instruction to about 2.5 million students annually. The CCC system is made up of 109 colleges operated by 72 districts throughout the state. The system provides a number of educational programs, including:

- Academic instruction at the lower division (freshman and sophomore) collegiate level.
- English as a Second Language courses.
- Vocational education (such as nursing and automotive technology).
- Recreational courses (such as golf and cooking classes).

The CCC system spends over \$8 billion in public funds annually. About two-thirds of the funding that supports community college programs comes from the state General Fund and local property taxes. The remaining one-third comes from other sources (such as student fee revenue and federal funds).

Education Funding Level

Current Law

Each year, the state must provide at least a minimum level of funding for elementary and secondary schools (K-12) and the community colleges (together called K-14 education). This requirement, adopted by voters in 1988 through Proposition 98, is met using both state General Fund and local property tax revenues. Each year, the Proposition 98 formula calculates a new K-14 minimum amount of financial support by adjusting the previous year's level based on changes in the economy and K-12 attendance. (Community college enrollment is not a factor in calculating the minimum K-14 funding level.) An additional requirement specifies that K-14 education must receive at least a specified percentage (about 40 percent) of General Fund revenues each year.

Each year, the state allocates Proposition 98 funding between K-12 schools and community colleges. In recent years, community colleges have received between 10 percent and 11 percent of total Proposition 98 funds.

Proposal

As noted above, existing law guarantees a certain minimum amount of annual financial support for K-14 education. Proposition 92 replaces this single requirement with two: one for K-12 education and one for community colleges. These new minimum funding requirements would take effect in 2007-08 and be based on spending in 2006-07.

The new K-12 funding formula would use the same year-to-year growth factors as under current law. The same would be true for the new CCC funding formula, with one important exception. Specifically, in place of K-12 attendance, a new growth factor based primarily on the young adult population would be used for calculating the community college minimum funding level. This population growth factor uses the greater of two population growth rates: (1) state residents between 17 and 21 years of age or (2) state residents between 22 and 25 years of age. The growth factor is further increased in any year that the state's unemployment rate exceeds 5 percent. (The state unemployment rate exceeded 5 percent in 13 of the past 15 years.) However, the measure limits the total community college population growth factor to no more than 5 percent in any year.

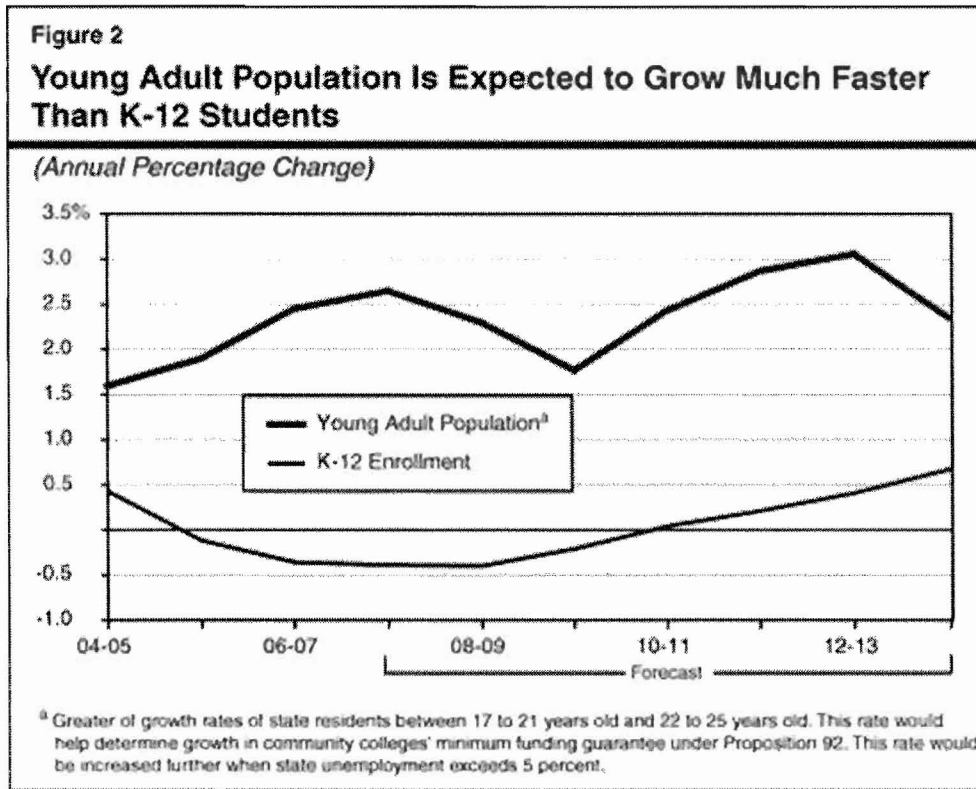
Unlike the K-12 funding guarantee, the community college funding requirement would not be adjusted to reflect how many students are actually served. That is, there would be no direct relationship between required CCC funding levels and actual student enrollment.

The measure would not change the existing requirement that roughly 40 percent of General Fund revenues be spent on K-14 education. Consequently, Proposition 92's new funding formulas would not apply in years when K-14's share of General Fund spending was less than this level. In these years, the existing single minimum funding requirement would apply and the state would continue to have discretion over how to allocate funds between K-12 schools and community colleges.

Fiscal Effect

From 2007-08 through 2009-10, we estimate the initiative would require the state to spend more for K-14 education than under current law—an average of around \$300 million per year. This is primarily because the measure's student population growth factor under the new CCC funding requirement (the state's population of young adults) is

forecast to grow faster than K-12 attendance. As shown in Figure 2, K-12 attendance is expected to experience declines for the next few years. By contrast, the young adult population is forecast to grow between 2 percent to 3 percent for the next several years.



In the initial two years that the measure would be in effect (2007-08 and 2008-09), we estimate it would allocate roughly one-half of the increased funds to K-12 schools. (This results from the interaction between this measure and recent legislative action on K-12's budget.) Then, in 2009-10, it would direct most new funding to community colleges. Starting in 2010-11 and continuing for the near future, we do not expect that the new funding formulas established by Proposition 92 would be in effect. This is because the measure's combined minimum funding levels for K-12 schools and community colleges would most likely fall below the roughly 40 percent of state General Fund revenues to be spent on K-14 education. As noted earlier, the measure does not apply under such conditions. Instead, the minimum funding requirement for K-14 education would be calculated as it is under current law. Thus, there would be no net fiscal effect for the state in these years. In addition, the state would have the authority to allocate funding between K-12 education and the community colleges however it chose.

It is unclear when the formulas would again require the state to spend more than the required share of state General Fund revenues on K-14 education. When they did, the fiscal effect would depend on the performance of the economy as well as the relative growth rates between K-12 attendance and the CCC student population growth factor.

Student Fees

Current Law

As discussed above, Proposition 98 funds (General Fund and local property taxes) provide the major source of support for CCC. In addition, most students pay education fees that contribute to the community colleges' overall funding. Fee revenue is available to the community colleges for the same general purposes as Proposition 98 funding. These fees cover a small portion (less than 10 percent) of resident students' total educational costs. In 2007-08, student fees provide about \$285 million in revenue to the community colleges.

California's community college fees, which are set by the state, have consistently been the lowest in the country. Prior to 1984, the state did not charge a fee at all. In the past decade, fee levels have fluctuated between \$11 and \$26 per unit. The current per-unit fee is \$20, which means that a full-time student taking 30 units per academic year pays \$600.

About one-quarter of all CCC students do not pay any educational fees. This is because current law waives the fees for resident students who demonstrate financial need. Most of these students are low- to middle-income. Generally, a community college student living at home, with a younger sibling and married parents, could have annual family income up to roughly \$65,000 and still qualify for a fee waiver.

Proposal

This measure reduces student fees to \$15 per unit beginning in fall 2008. Thus, total annual fees for a student taking a full-time load of 30 units during the 2008-09 academic year would be \$450, which is \$150 less than the current level. (This fee reduction would have no direct impact on needy students because fees are already waived for all students who demonstrate financial need.)

The measure also significantly limits the Legislature's authority to increase fees in subsequent years. Any fee increase would require a two-thirds vote of both houses. In addition, the measure limits annual fee increases to the lower of:

- 10 percent.
- The percentage change in per capita personal income in California (which typically averages about 4 percent).

For example, at \$15 per unit, a 4 percent growth in per capita personal income (the lower of the two formulas) would allow for an increase of 60 cents. However, since the measure also requires the rounding down of any fee increase to the nearest dollar, the fee level would remain at \$15. The measure would require a simple majority vote in the Legislature in order to *reduce* fees.

Fiscal Effect

If the measure passes, it is likely that fees would remain at or near \$15 per unit for many years. This is because at this level the Legislature could only increase the fee if per capita personal income exceeded 6.7 percent in any given year. (This has occurred just once in the past 20 years.)

The revenue impact of a fee reduction under this measure would depend on the fee level that would have existed without this measure. If the fee level would have otherwise remained at its current amount (\$20 per unit), the community colleges would collect about \$70 million less in annual student fee revenue as a result of this measure.

Governance

Current Law

The State Constitution currently references the community colleges in various financial contexts (such as their eligibility for Proposition 98 funds), but it does not formally establish or define the community colleges. This has been done instead through laws adopted by the Legislature. Under current laws, the community colleges are operated by districts that are governed by locally elected Boards of Trustees. The state provides these governing boards with significant autonomy in matters such as:

- Determining course offerings.
- Hiring and compensating campus staff.
- Managing district property.

The Board of Governors (BOG) of the California Community Colleges oversees the statewide system. Key functions of BOG include:

- Setting minimum standards for districts (such as student graduation requirements).
- Coordinating statewide programs.
- Providing technical assistance to the districts.
- Appointing a chancellor to run day-to-day operations and make recommendations on policy matters. (The chancellor's executive staff—deputy and vice chancellors—are appointed by the Governor.)

The BOG consists of 17 members (16 voting and 1 nonvoting). The Governor appoints these members to terms of either two or six years. Currently, the Governor is required to select 5 of the 17 members from lists of persons approved by specified community college organizations (such as faculty and staff groups).

Proposal

The measure amends the State Constitution to formally recognize the CCC system. For example, it specifies in the Constitution that the community college system is a part of the state's public school system, and is made up of districts that are governed by locally elected boards.

Proposition 92 makes a number of changes affecting BOG. For example, it amends the Constitution to increase the number of members to 19 (all with voting rights). In addition, the measure amends statute to require the Governor to appoint *all* BOG members from lists provided by specified community college organizations.

The measure also gives BOG more control over its staff and its budget. For example, it authorizes BOG (rather than the Governor) to appoint and set compensation levels for executive officers. Moreover, the measure gives BOG "full power" over how to spend funds appropriated for its administrative expenses in the annual budget.

Proposition 92 does not change the current responsibilities of BOG or its authority over community college districts.

Fiscal Effect

This measure would not change the state's authority to appropriate funding for the BOG's administrative budget. As a result, it would not have any direct impact on state costs. The proposition, however, would give BOG more control over whatever funds are provided to it.

From: yeson92-bounces@cleague.net [mailto:yeson92-bounces@cleague.net] **On Behalf Of** Jennifer Wonnacott
Sent: Tuesday, November 06, 2007 9:41 AM
To: yeson92@cleague.net
Subject: [Yeson92] Press Release: Prop. 92 Launches Website -www.Prop92Yes.com



VOTE YES ON PROPOSITION 92

“The chance for every Californian to go to college!”

For Immediate Release
November 6, 2007

Contact: Jennifer Wonnacott
(916) 444-8897

PROPOSITION 92 LAUNCHES WEBSITE – WWW.PROP92YES.COM

*Campaign to Give Every Californian a Chance to Go to College
Calls on Supporters to Submit Success Stories*

SACRAMENTO — Californians for Improving Community Colleges today unveiled www.Prop92Yes.com, the official website for Proposition 92, the California Community College Initiative which will be on the February 5th, 2008 statewide ballot.

Prop92Yes.com highlights the impact California’s community colleges have on the lives of the more than 2.5 million students per year who attend community colleges. California Community Colleges prepare students for four-year colleges, increase community economic development, and provide instruction in basic skills for those who need them.

The website explains that Proposition 92 opens doors for more Californians by lowering community colleges fees to \$15 per unit. It also limits the rise in future fees to the cost of living, and requires that students be notified before fees rise – no more mid-year surprises for students. It provides stable funding for California community colleges - making community colleges even more accessible and better able to serve the students – and it guarantees that the community college system is independent from state politics.

The website includes sections explaining what Proposition 92 does and who supports the initiative, as well as a section featuring student profiles. The website also includes Proposition 92 news and event photos. Supporters of Proposition 92 can use the website to find out how to get involved and to download materials supporting Proposition 92.

Proposition 92 is supported by a broad coalition of organizations, community college leaders, advocates, local trustees and students including the California Labor Federation,

California State Council of Laborers, California Federation of Teachers, the National Latina Business Women Association, the Faculty Association of California Community Colleges, the California School Employees Association, the Sacramento Metro Chamber and the Los Angeles College Faculty Guild.

###

Tel 916-444-8897 | www.Prop92Yes.com

YES ON PROPOSITION 92 – Californians for Improving Community Colleges, a coalition of educators and community college organizations with major funding by the California Federation of Teachers Prop/Ballot Committee, the Los Angeles College Faculty Guild and the Faculty Association of California Community Colleges.

July 6, 2006

VIA MESSENGER DELIVERY

Patricia Galvan, Initiative Coordinator
Office of the Attorney General
1300 I Street
Sacramento, CA 95814

RECEIVED

JUL 06 2006

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

RE: Community College Governance, Funding Stabilization, and
Student Fee Reduction Act.

Dear Ms. Galvan:

Pursuant to Elections Code section 9002, we request that the Attorney General prepare a title and summary of the attached measure. The text of the measure, a check for \$200.00, and the addresses at which we are registered to vote are enclosed.

Also attached are the acknowledgments of the proponents required by the addition of section 9608 to the Elections Code, effective January 1, 2006.

Please direct all correspondence and inquiries regarding this measure to:

Eugene Hill
Olson Hagel & Fishburn LLP
555 Capitol Mall, Suite 1425
Sacramento, CA 95814
PH: 916.442.2952
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Very truly yours,

Dennis Smith

Scott Lay

Enclosures: as stated above

SECTION 1. Title

This measure shall be known and may be cited as the "Community College Governance, Funding Stabilization, and Student Fee Reduction Act."

SECTION 2. Findings and Declarations of Purpose

The People of the State of California find and declare that:

1. California's community colleges enroll over 2.5 million students each year, providing opportunities for higher education and the skills to be competitive in California's workforce.
2. California's community colleges are affordable. Low student fees and financial aid have made community colleges a gateway to a better life for millions of Californians.
3. Business leaders call California's community colleges a vital component of our state's workforce development, contributing to a healthy economy.
4. The state can fund community college enrollment growth without raising taxes or taking funds from K-12 schools. A dual-funding mechanism under Proposition 98 will achieve both.
5. This initiative will lower student fees and prevent fees from increasing at a rate faster than the growth in personal incomes.
6. Community colleges should be accountable to taxpayers through the election of local boards facing regular election.

Therefore, the People of the State of California hereby adopt the Community College Governance, Funding Stabilization, and Student Fee Reduction Act.

SECTION 3. Section 4 of Article VII of the California Constitution is amended to read:

SEC. 4. The following are exempt from civil service:

- (a) Officers and employees appointed or employed by the Legislature, either house, or legislative committees.
- (b) Officers and employees appointed or employed by councils, commissions or public corporations in the judicial branch or by a court of record or officer thereof.
- (c) Officers elected by the people and a deputy and an employee selected by each elected officer.
- (d) Members of boards and commissions.
- (e) A deputy or employee selected by each board or commission either appointed by the Governor or authorized by statute.
- (f) State officers directly appointed by the Governor with or without the consent or confirmation of the Senate and the employees of the Governor's office, and the employees of the Lieutenant Governor's office directly appointed or employed by the Lieutenant Governor.
- (g) A deputy or employee selected by each officer, except members of boards and

commissions, exempted under Section 4(f).

(h) Officers and employees of the University of California and the California State Colleges *University and executive officers of the Board of Governors of the California Community Colleges.*

(i) The teaching staff of schools under the jurisdiction of the Department of Education or the Superintendent of Public Instruction.

(j) Member, inmate, and patient help in state homes, charitable or correctional institutions, and state facilities for mentally ill or retarded persons.

(k) Members of the militia while engaged in military service.

(l) Officers and employees of district agricultural associations employed less than 6 months in a calendar year.

(m) In addition to positions exempted by other provisions of this section, the Attorney General may appoint or employ six deputies or employees, the Public Utilities Commission may appoint or employ one deputy or employee, and the Legislative Counsel may appoint or employ two deputies or employees.

SECTION 4. Section 17 is hereby added to Article IX of the California Constitution, to read:

Sec. 17

The Legislature shall provide for an independent public postsecondary education system of local community college districts as part of the Public School System.

SECTION 5. Section 18 is hereby added to Article IX of the California Constitution, to read:

Sec. 18

Each local community college district within the system shall be established in accordance with law and governed by a locally elected board whose functions shall be delineated in law.

SECTION 6. Section 19 is hereby added to Article IX of the California Constitution, to read:

Sec. 19

(a) The independent postsecondary education system of local community college districts shall be coordinated by a system office governed by a Board of Governors of the California Community Colleges composed of nineteen (19) members appointed by the Governor.

(b) The membership of the Board of Governors of the California Community Colleges shall include twelve public members, at least three of whom are, or have been, elected local community college district board members, who shall serve six year terms. In addition there shall be two current or former community college employees, three current or former community college faculty members, who shall serve three-year terms, and two community college students, who shall serve one-year terms.

(c) The Board of Governors of the California Community Colleges shall have full power to employ and set the compensation for executive officers of the system office exempt from civil service pursuant to Section 4 of Article VII and to determine expenditures within the system office budget established by law.

(d) The work of the Board of Governors of the California Community Colleges at all times shall be directed to maintaining and continuing, to the maximum degree permissible, local authority and control in the governance and administration of the local community college

districts and system.

(e) The Legislature shall provide through the annual budget act sufficient funding for state operations to provide accountability and leadership of the system of local community college districts.

(f) No provisions of the Community College Governance Funding Stabilization, and Student Fee Reduction Act shall be interpreted or applied to exempt the Board of Governors, or the community colleges, from obligations imposed by law with respect to matters other than those imposed by that Act. Nor shall any provision of that Act be construed or applied to authorize the Board of Governors, or any Board officer or agent, to exercise authority with respect to the wages, hours or working conditions of employees of any community college district. Nor shall any provision of that Act be construed or applied to alter the rights of the state employees of the Chancellor's Office Community Colleges System Office with respect to the state civil service or collective bargaining as set forth in applicable law. In adopting the Community College Governance Funding Stabilization, and Student Fee Reduction Act, the People do not intend to establish the community colleges, the Board of Governors, or any individual college or district, as a "constitutional agency" as that term is used in the decisional law of this State, or to divest any community college employee or labor organization, or any community college district or governing board, of any previously accrued right, nor to affect the standards of judicial review applicable to actions of the Board of Governors, the community colleges, or any individual college or district, as to any matter other than those which affect the Board of Governors internal organization as set forth in the Community College Governance Funding Stabilization, and Student Fee Reduction Act.

SECTION 7. Section 8 of Article XVI of the California Constitution is amended to read:

SEC. 8. (a) From all state revenues there shall first be set apart the moneys to be applied by the State for support of the public school system and public institutions of higher education.

(b) Commencing with the 1990-91 fiscal year, the moneys to be applied by the State for the support of school districts and community college districts shall be not less than the greater of the following amounts:

(1) The amount which, as a percentage of General Fund revenues which may be appropriated pursuant to Article XIII B, equals the percentage of General Fund revenues appropriated for school districts and community college districts, respectively, in fiscal year 1986-87.

(2) The amount required to ensure that the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes shall not be less than the total amount from these sources in the prior fiscal year, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment and adjusted for the change in the cost of living pursuant to paragraph (1) of subdivision (e) of Section 8 of Article XIII B. This paragraph shall be operative only in a fiscal year in which the percentage growth in California per capita personal income is less than or equal to the percentage growth in per capita General Fund revenues plus one half of one percent.

(3) (A) The amount required to ensure that the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes shall equal the total amount from these sources in the prior fiscal year, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment and adjusted for the change in per capita General

Fund revenues.

(B) In addition, an amount equal to one-half of one percent times the prior year total allocations to school districts and community colleges from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment.

(C) This paragraph (3) shall be operative only in a fiscal year in which the percentage growth in California per capita personal income in a fiscal year is greater than the percentage growth in per capita General Fund revenues plus one half of one percent.

(c) In any fiscal year, if the amount computed pursuant to paragraph (1) of subdivision (b) exceeds the amount computed pursuant to paragraph (2) of subdivision (b) by a difference that exceeds one and one-half percent of General Fund revenues, the amount in excess of one and one-half percent of General Fund revenues shall not be considered allocations to school districts and community colleges for purposes of computing the amount of state aid pursuant to paragraph (2) or 3 of subdivision (b) in the subsequent fiscal year.

(d) In any fiscal year in which school districts and community college districts are allocated funding pursuant to paragraph (3) of subdivision (b) or pursuant to subdivision (h), they shall be entitled to a maintenance factor, equal to the difference between (1) the amount of General Fund moneys which would have been appropriated pursuant to paragraph (2) of subdivision (b) if that paragraph had been operative or the amount of General Fund moneys which would have been appropriated pursuant to subdivision (b) had subdivision (b) not been suspended, and (2) the amount of General Fund moneys actually appropriated for school districts and community college districts in that fiscal year.

(e) The maintenance factor for school districts and community college districts determined pursuant to subdivision (d) shall be adjusted annually for changes in enrollment, and adjusted for the change in the cost of living pursuant to paragraph (1) of subdivision (e) of Section 8 of Article XIII B, until it has been allocated in full. The maintenance factor shall be allocated in a manner determined by the Legislature in each fiscal year in which the percentage growth in per capita General Fund revenues exceeds the percentage growth in California per capita personal income. The maintenance factor shall be reduced each year by the amount allocated by the Legislature in that fiscal year. The minimum maintenance factor amount to be allocated in a fiscal year shall be equal to the product of General Fund revenues from proceeds of taxes and one-half of the difference between the percentage growth in per capita General Fund revenues from proceeds of taxes and in California per capita personal income, not to exceed the total dollar amount of the maintenance factor.

(f) Commencing with the 2007-08 fiscal year, in determining the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes pursuant to paragraph (2) of subdivision (b), paragraph (3) of subdivision (b), or in the calculation of the maintenance factor created under subdivision (d), the amount shall be separately calculated and appropriated by the Legislature to school districts and community college districts.

(g) For purposes of calculating the total allocations to school districts pursuant to this section, "changes in enrollment" shall be measured by the percentage change in average daily attendance. However, in any fiscal year, there shall be no adjustment for decreases in enrollment between the prior fiscal year and the current fiscal year unless there have been decreases in enrollment between the second prior fiscal year and the prior fiscal year and between the third prior fiscal year and the second prior fiscal year.

(h) For the purposes of calculating the total allocations to community college districts

pursuant to this section, "changes in enrollment" shall be measured by the change in the population served by the independent system of public community colleges and other appropriate factors determined pursuant to statute.

(i) Subparagraph (B) of paragraph (3) of subdivision (b) may be suspended for one year only when made part of or included within any bill enacted pursuant to Section 12 of Article IV. All other provisions of subdivision (b) may be suspended for one year by the enactment of an urgency statute pursuant to Section 8 of Article IV, provided that the urgency statute may not be made part of or included within any bill enacted pursuant to Section 12 of Article IV.

SECTION 8. *Section 41210 is added to the Education Code, to read:*

41210. Notwithstanding any other provision of law, "total allocations to school districts and community college districts" shall not include any of the following:

(a) Any program that was funded by the General Fund and Local Property Taxes in the 2004-05 fiscal year, but not considered as total allocations to school districts and community college districts for the purposes of this section in the 2004-05 fiscal year.

(b) Repayment of bonded indebtedness issued pursuant to the State General Obligation Bond Law (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code or its successors or issued after the effective date of this statute pursuant to Chapter 3.7 (commencing with Section 15820.30) or Chapter 3.8 (commencing with Section 15820.50) of Part 10b of Division 3 of Title 2 of the Government Code or its successors.

SECTION 9. *Section 41211 is added to the Education Code, to read:*

41211. (a) "Changes in enrollment" pursuant to subdivision (h) of Section 8 of Article XVI of the Constitution shall be the greater of:

(1) The percentage change in population from the second preceding year to the preceding year of the population of residents of the state between age seventeen (17) and age twenty-one (21), inclusive, or

(2) The percentage change in population from the second preceding year to the preceding year of the population of residents of the state between age twenty-two (22) and age twenty-five (25), inclusive.

(b) The amount calculated for "changes in enrollment" in subsection (a) shall be increased by the positive difference of the percentage rate of unemployment of California residents from the third quarter of the preceding year less five (5) percent.

(c) If the amount calculated for "changes in enrollment" pursuant to subsections (a) and (b) is less than one (1) percent and the percentage of residents of the state enrolled in community colleges is less than the average percentage of residents enrolled in community colleges in the preceding twenty years, "changes in enrollment" shall be one (1) percent.

(d) Notwithstanding subsections (a) and (b), in no year shall "changes in enrollment" pursuant to subdivision (h) of Section 8 of Article XVI of the Constitution exceed five (5) percent.

SECTION 10. *Section 41212 is added to the Education Code, to read:*

41212. Notwithstanding any other provision of law, 10.46 percent of any funds allocated as

repayment of the maintenance factor pursuant to subdivision (e) of Section 8 of Article XVI of the California Constitution existing on the effective date of this statute shall be allocated to community colleges.

SECTION 11. Section 41213 is added to the Education Code, to read:

41213. (a) For the purposes of determining the amount required to be appropriated for community colleges pursuant to subdivision (b) of Section 8 of Article XVI of the California Constitution, the amount calculated and appropriated for community colleges shall be not less than the greater of the following amounts:

- (1) The total General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes appropriated for the support of community colleges in the 2005-06 fiscal year, adjusted by subdivision (b) of Section 8 of Article XVI of the California Constitution for each subsequent year until the effective date of this statute.
- (2) The total General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes appropriated for the support of community colleges in the 2006-07 fiscal year, adjusted by subdivision (b) of Section 8 of Article XVI of the California Constitution for each subsequent year until the effective date of this statute.

SECTION 12. Section 70901.5 of the Education Code is amended to read:

70901.5. (a) ~~The board of governors~~ Board of Governors of the California Community Colleges shall establish procedures for the adoption of rules and regulations governing the California Community Colleges. Among other matters, the procedures shall implement the following requirements:

(1) Written notice of a proposed action shall be provided to each community college district and to all other interested parties and individuals, including the educational policy and fiscal committees of the Legislature and the Department of Finance, at least 45 days in advance of adoption. The regulations shall become effective no earlier than 30 days after adoption.

(2) The proposed regulations shall be accompanied by an estimate, prepared in accordance with instructions adopted by the Department of Finance, of the effect of the proposed regulations with regard to the costs or savings to any state agency, the cost of any state-mandated local program as governed by Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code, any other costs or savings of local agencies, and the costs or savings in federal funding provided to state agencies.

(3) ~~The board of governors~~ Board of Governors of the California Community Colleges shall ensure that all proposed regulations of the board meet the standards of "necessity," "authority," "clarity," "consistency," "reference," and "nonduplication," as those terms are defined in Section 11349 of the Government Code. A district governing board or any other interested party may challenge any proposed regulatory action regarding the application of these standards.

(4) Prior to the adoption of regulations, ~~the board of governors~~ Board of Governors of the California Community Colleges shall consider and respond to all written and oral comments received during the comment period.

(5) The effective date for a regulation shall be suspended if, within ~~30~~ 60 days after adoption by ~~the board of governors~~ Board of Governors of the California Community Colleges, at least two-thirds of all local district governing boards vote, in open session, to disapprove the regulation. With respect to any regulation so disapproved, ~~the board of governors~~ Board of

Governors of the California Community Colleges shall provide at least 45 additional days for review, comment, and hearing, including at least one hearing before the board itself. After the additional period of review, comment, and hearing, the board may do any of the following:

(A) Reject or withdraw the regulation.

(B) Substantially amend the regulation to address the concerns raised during the additional review period, and then adopt the revised regulation. The regulation shall be treated as a newly adopted regulation, and shall go into effect in accordance with those procedures.

(C) Readopt the regulation as originally adopted, or with those nonsubstantive, technical amendments deemed necessary to clarify the intent of the original regulation. If the ~~board of~~ *Board of Governors of the California Community Colleges* decides to readopt a regulation, with or without technical amendments, it shall also adopt a written declaration and determination regarding the specific state interests it has found necessary to protect by means of the specific language or requirements of the regulation. A readopted regulation may then be challenged pursuant to existing law in a court of competent jurisdiction, and shall not be subject to any further appeal within the California Community Colleges.

~~—(6) As to any regulation which the Department of Finance determines would create a state-mandated local program cost, the board of governors shall not adopt the regulation until the Department of Finance has certified to the board of governors and to the Legislature that a source of funds is available to reimburse that cost.~~

~~—(7)~~ (6) Any district or other interested party may propose a new regulation or challenge any existing regulation.

(b) Except as expressly provided by this section, and except as provided by resolution of the ~~board of governors~~ *Board of Governors of the California Community Colleges*, the provisions of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code shall not apply to regulations adopted by the ~~board of governors~~ *Board of Governors of the California Community Colleges*.

SECTION 13. *Section 71000 of the Education Code is amended to read:*

71000. There is in the state government a Board of Governors of the California Community Colleges, consisting of ~~16~~ 19 voting members ~~and one nonvoting member~~, appointed by the Governor, as follows:

(a) ~~Twelve~~ Twelve public members, each appointed with the advice and consent of two-thirds of the membership of the Senate to six-year staggered terms. ~~Two~~ Three of these members shall be current or former elected members of local community college district governing boards, *appointed from a list of at least three persons submitted to the Governor by the statewide organization representing locally elected community college trustees recognized to participate in the consultation process established by subsection (e) of Section 70901.*

(b) (1) (A) ~~One~~ Two voting student members, *who shall serve one-year terms.* ~~and one nonvoting student member, who exercise their duties in accordance with the procedure set forth in paragraph (3).~~

(B) These students shall be enrolled in a community college with a minimum of five semester units, or its equivalent, at the time of the appointment and throughout the period of their terms, or until a replacement has been named. A student member shall be enrolled in a community college at least one semester prior to his or her appointment, and shall meet and maintain the minimum standards of scholarship prescribed for community college students.

(C) Each student member shall be appointed from a list of names of at least three persons

submitted to the Governor by the California Student Association of Community Colleges statewide organizations representing community college student governments recognized to participate in the consultation process established by subsection (e) of Section 70901.

~~—(2) The term of office of one student member of the board shall commence on July 1 of an even-numbered year, and expire on June 30 two years thereafter. The term of office of the other student member of the board shall commence on July 1 of an odd-numbered year, and expire on June 30 two years thereafter. Notwithstanding paragraph (1), a student member who graduates from his or her college on or after January 1 of the second year of his or her term of office may serve the remainder of the term.~~

~~—(3) During the first year of a student member's term, a student member shall be a member of the board and may attend all meetings of the board and its committees. At these meetings, a student member may fully participate in discussion and debate, but may not vote. During the second year of a student member's term, a student member may exercise the same right to attend meetings of the board, and its committees, and shall have the same right to vote as the members appointed pursuant to subdivisions (a) and (c).~~

~~—(4) Notwithstanding paragraph (3), if a student member resigns from office or a vacancy is otherwise created in that office during the second year of a student member's term, the remaining student member shall immediately assume the office created by the vacancy and all of the participation privileges of the second-year student member, including the right to vote, for the remainder of that term of office.~~

~~(c) Two Three voting current or former tenured faculty members from a community college, who shall be appointed for two three-year terms. The Governor shall appoint at least two of the each faculty members from a lists each faculty member from a list of names of at least three persons furnished by the Academic Senate of the California Community Colleges. Each seat designated as a tenured faculty member seat shall be filled by a tenured faculty member from a community college pursuant to this section and Section 71003.~~

~~(d) One Two voting classified current or former employees, who shall be appointed by the Governor for three-year terms a two-year term. The Governor shall appoint at least one of the employees the classified employee member from a list of at least three current classified employees persons furnished by the exclusive representatives of classified employees of the California Community Colleges. The Governor shall appoint one of the employees from a list of at least three persons submitted to the Governor by the statewide organization representing community college chief executive officers recognized to participate in the consultation process established by subsection (e) of Section 70901.~~

SECTION 14. *Section 71003 of the Education Code is amended to read:*

71003. (a) Except for the student members, the faculty members, and the ~~classified~~ employee members appointed by the Governor, any vacancy in an appointed position on the board shall be filled by appointment by the Governor, subject to confirmation by two-thirds of the membership of the Senate. A vacancy in the office of a student member, a faculty member, or ~~the classified~~ an employee member shall be filled by appointment by the Governor.

(b) *Except in the case of the student members, the appointee to fill a vacancy shall hold office only for the balance of the unexpired term. Vacancies in the student member positions shall be filled by an appointment by the Governor for a full one-year term.*

SECTION 15. *Section 71090.5 of the Education Code is amended to read:*

71090.5. ~~In addition to the position authorized by Pursuant to subdivision (e) of Section 4 of Article VII of the California Constitution, the Governor, with the recommendation of the board of governors the Board of Governors of the California Community Colleges shall appoint a Chancellor and up to six deputy chancellors and vice chancellors, who shall be exempt from state civil service. The appointments shall not exceed an aggregate total of six seven, for both the positions appointed pursuant to this section. of deputy and vice chancellor.~~

SECTION 16. *Section 76301 is added to the Education Code, to read:*

76301. (a) *Notwithstanding any other provision of law, the fee prescribed by Section 76300 shall be fifteen dollars (\$15) per unit per semester or the fee existing on the effective date of this statute, whichever is lower.*

(b) *The fee prescribed by Section 76300 and this section shall not be increased in any year by an amount exceeding the lesser of:*

(1) *the percentage change in per capita personal income of California residents from the second preceding year to the immediate preceding year, rounded down to the nearest whole dollar; or*

(2) *ten (10) percent.*

(c) *This section shall be effective with the first full fall academic term commencing at least sixty (60) days following the effective date of this statute.*

SECTION 17. *Section 76301.5 is added to the Education Code, to read:*

76301.5 (a) *The Legislature shall allocate to any community college district that does not receive general fund revenues through the community college apportionment because the district's local property tax and student fee revenue exceeds the general revenue calculated for the district in the annual budget act an amount equal to the total revenue that would have been generated by the district if the fee otherwise had remained at the level on the day preceding the effective date of this statute.*

(b) *This section shall only be effective in years in which the fee prescribed by this chapter is less than the fee existing on the day preceding the effective date of this statute.*

SECTION 18. *Section 84754 is added to the Education Code, to read:*

(a) *Notwithstanding any other provision of law, decreases in FTES shall result in revenue reductions made evenly over a three-year period beginning in the year following the initial year of decrease in FTES.*

(b) *Districts shall be entitled to the restoration of any reductions in apportionment revenue due to decreases in FTES during the three years following the initial year of decrease in FTES if there is a subsequent increase in FTES.*

(c) *No district shall be entitled to revenue stability pursuant to subsection (a) for more than ten percent of its pre-decline total FTES, unless the Chancellor issues a finding that the decline was the consequence of a natural or man-made disaster or a regionalized financial calamity.*

(d) *By enacting this section, the People intend to maintain access for students and provide fiscal stability for community college districts and their employees during periods of enrollment instability.*

SECTION 19. GENERAL PROVISIONS

(a) Conflicting Measures:

(1) This measure is intended to be comprehensive. It is the intent of the people that in the event that this measure and another initiative measure or measures relating to the same issue shall appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void.

(2) If this measure is approved by the voters but superseded by law by any other conflicting ballot measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

(b) Severability: The provisions of this act are severable. If any provision of this chapter or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(c) Amendment: The provisions of Sections 8 through 15, inclusive, and Section 17 of this act may be amended by a statute that is passed by a vote of four-fifths of the membership of each house of the Legislature and signed by the Governor. All amendments to Sections 8 through 15, inclusive, of this act shall be to further the act and shall be consistent with its purposes. The per unit fee level set by subsection (a) of Section 16 of this act may be increased pursuant to subsection (b) of Section 16 of this act by a statute specifically and exclusively for that purpose that is passed by a vote of two-thirds of the membership of each house and signed by the Governor. The per unit fee level set by subsection (a) of Section 16 of this act may be reduced by a statute that is passed by a majority vote of each house and signed by the Governor.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: November 20, 2007

Subject: Board Governance, Representation and Engagement.

Background: At an earlier Board meeting, it was requested that Board governance and representation be discussed at a meeting of the Governance Committee. Below is summary information on the composition of California community college district governance structures, as well as an outline of how a district goes about amending its board structure.

Riverside Community College District: The Riverside Community College District is represented by a Board of Trustees, with five members elected-at-large. Election of board members are held in November of every even, election year for two and three seats, respectfully. The Board holds its annual organization meeting in December. The Board officers include a President, Vice-President and Secretary.

Composition of California Community Colleges: Governance representation of community college systems throughout the State of California are generally characterized as being 1) Elected-at-large; 2) Reside in area, but elected-at-large; and 3) Reside in area, but elected by area (district and/or ward). In the State of California, there are 72 community college districts. In reviewing their governing structures, the following depicts the composition of community college representation throughout the state.

Board Composition:

- Number of Trustees:
 - 5 Trustees: 32 Districts
 - 7 Trustees: 39 Districts
 - 9 Trustees: 1 District (*Redwoods CCD/elected by K-12 district areas*)
- Representation:
 - 28 Districts: At-Large
 - 24 Districts: Residency & elected by area
 - 11 Districts: Residency, but elected at-large
 - 9 Districts: Modified residency/election

In addition to looking at board composition throughout the State, a review of board representation at districts smaller than 25,000 students and greater than 25,000 students was undertaken for comparative purposes:

Districts <25,000 students

- Number of Trustees:
 - 5 Trustees: 20 Districts
 - 7 Trustees: 28 Districts
 - 9 Trustees: 1 District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: November 20, 2007

Subject: Board Governance, Representation and Engagement (*continued*)

- Representation:
 - 17 Districts: At-Large
 - 21 Districts: Residency & elected by area
 - 4 Districts: Residency, but elected at-large
 - 7 Districts: Modified residency/election

Districts >25,000 students

- Number of Trustees:
 - 5 Trustees: 12 Districts
 - 7 Trustees: 11 Districts
- Representation:
 - 11 Districts: At-Large
 - 3 Districts: Residency & elected by area
 - 7 Districts: Residency, but elected at-large
 - 2 Districts: Modified residency/election

Another review was undertaken on multi-college districts and their governing structure.

Multi-college districts:

- Number of Trustees:
 - 5 Trustees: 8 Districts
 - 7 Trustees: 16 Districts
- Representation:
 - 10 Districts: At-Large
 - 10 Districts: Residency & elected by area
 - 3 Districts: Residency, but elected at-large
 - 1 Districts: Modified residency/election

From these reviews, it is clear there is no single means or prevailing structure of governing representation for boards of trustees for community colleges throughout the state of California. Governance and its structure is a matter of what works for the district and its community, including its electorate.

Process for Changing Governing Structure: As noted above, the governing structure of community college districts is one that is determined at the district level, inclusive of the community, board and electorate. As such, there is a process for changing a board's governing structure. For the Riverside Community College District, the Riverside County Office of Education (RCOE) includes a county committee (CC) that serves as the coordinator, facilitator and arbitrator for the reorganization of school districts, per Education Code. The processes under the county committee's purview include:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: November 20, 2007

Subject: Board Governance, Representation and Engagement (*continued*)

1. Creating or abolishing trustee areas.
2. Increasing/decreasing the number of governing board members.
3. Rearranging trustee areas.
4. Petition process-after county committee approval rearrangement of trustee areas.
5. Alternative methods of electing governing board members.
6. Establishing/abolishing common governing boards.
7. Rearranging trustee areas based upon federal decennial census (2000 or 2010).

To create or abolish trustee areas there are two methods which guide the process. Method 1 is board initiated, and Method 2 is initiated by a representative group of the electorate. Each of the processes are as follows:

Method 1

1. CC receives request/initiatives action to create or abolish trustee areas by the board of trustees.
2. CC calls and conducts at least one public hearing.
3. At conclusion of hearing, CC approves/disapproves the proposal. Approval of proposal constitutes an order of election.
4. Proposal is placed on the ballot not later than the next succeeding election for members of the governing board.
5. If a majority approves, any affected board member serves out his/her term, and succeeding board members are elected according to the selection method.

Method 2

1. Petition is filed containing at least 10% of the signatures of the district's registered voters proposing to create/abolish trustee areas.
2. Prior to placing on ballot, CC may call and conduct one or more public hearings.
3. Proposal is placed on the ballot at the next succeeding regularly schedule election, the next succeeding statewide primary or general election in which the electors of the district are otherwise entitled to vote.
4. If a majority approves, any affected board member serves out his/her term and succeeding board members are method. elected according to the selected method.

Similarly, if the board wished to expand the number of seats from its current five to seven, then the process for increasing or decreasing the number of trustees again includes two methods:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

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Date: November 20, 2007

Subject: Board Governance, Representation and Engagement (*continued*)

Method 1

1. CC receives request/initiatives action to increase/decrease number of trustees by the board of trustees.
2. CC calls and conducts at least one public hearing.
3. At the conclusion of the hearing, CC approves/disapproves the proposal. Approval of proposal constitutes an order of election.
4. Proposal is placed on the ballot not later than the next succeeding election for members of the governing board.
5. If a majority approves:
 1. Increase: the additional trustees must be appointed by the board.
 2. Decrease: the members would continue to serve out their terms. Seats would be eliminated as terms expire, but terms must be staggered.

Method 2

1. Petition is filed containing at least 10% of the signatures of the district's registered voters proposing to increase/decrease number of trustees.
2. Prior to placing on ballot, CC may call and conduct one or more public hearings.
3. Proposal is placed on the ballot at the next succeeding regularly schedule election, the next succeeding statewide primary or general election in which the electors of the district are otherwise entitled to vote.
4. If a majority approves:
 1. Increase: the two additional trustees must be appointed by the board.
 2. Decrease: the members would continue to serve out their terms. Seats would be eliminated as terms expire, but terms must be staggered

Representation & Engagement: While board governance, at face value, might appear to be synonymous with representation, it cannot be equated as such in practice. There are various means of engaging and representing ones constituents, beyond the structure of the governing body. Some matters that should be considered are:

- What method can best provide for the representation and engagement of District constituencies, both internal and external?
- Given the size and geography of the district and size/enrollment and budget and structure of the institution, what method can best provide representation and engagement in a multi-college system, as opposed to a single or multi-campus college district?
- What governance principles are key (e.g. one person, one vote)?
- In a community college district, we have one governing entity, whereas the model for state and federal government is a three-part check and balance systems with legislators by area and senators at-large (federal).

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A presentation will be made at the meeting for the trustees review, discussion and consideration.

Information.

James L. Buysse
Interim Chancellor

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