



**Board of Trustees - Regular Meeting
Tuesday, March 20, 2012 6:00 PM
Board Room AD 122, Riverside City College, 4800
Magnolia Avenue, Riverside, California 92506**

ORDER OF BUSINESS

Pledge of Allegiance

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

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 as far in advance of the meeting as possible

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

I. COMMENTS FROM THE PUBLIC

II. APPROVAL OF MINUTES

A. [Minutes of the Board of Trustees Regular/Committee Meeting of February 7, 2012](#)

It is recommended that the Board of Trustees review and approve the minutes prepared for the February 7, 2012 Regular/Committee Meeting.

B. [Minutes of the Joint Meeting with Corona-Norco Unified School District and Riverside Community College District of February 21, 2012](#)

It is recommended that the Board of Trustees review and approve the minutes prepared for the February 21, 2012, Joint Meeting of the Corona-Norco Unified School District and Riverside Community College District.

C. [Minutes of the Board of Trustees Regular Meeting of February 21, 2012](#)

It is recommended that the Board of Trustees review and approve the minutes prepared for the February 21, 2012 Regular Meeting.

D. [Minutes of the Board of Trustees Special Meeting of February 28, 2012.](#)

It is recommended that the Board of Trustees review and approve the minutes prepared for the February 28, 2012, Special Board of Trustees Meeting.

- III. PUBLIC HEARING (NONE)
- IV. CHANCELLOR'S REPORTS
 - A. [Chancellor's Communications](#)
Information Only
 - B. [Riverside City College Model United Nations](#)
Information Only
 - C. [The Poison Garden at Riverside City College](#)
Information Only
 - D. [Side Letter of Agreement No. 1 Regarding Load Banking](#)
Recommend approving the Side Letter Agreement No. 1 between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA.
 - E. [Future Monthly Committee Agenda Planner and Annual Master Planning Calendar](#)
Information Only
- V. STUDENT REPORT
 - A. [Student Report](#)
Information Only
- VI. CONSENT AGENDA ACTION
 - A. Diversity/Human Resources
 - 1. [Academic Personnel](#)
Recommend approving/ratifying academic personnel actions.
 - 2. [Classified Personnel](#)
Recommend approving/ratifying classified personnel actions.
 - 3. [Other Personnel](#)
Recommend approving/ratifying other personnel actions.
 - B. District Business
 - 1. [Purchase Order and Warrant Report - All District Resources](#)
Recommend approving/ratifying the Purchase Orders and Purchase Order Additions totaling \$7,181,027.
 - 2. Budget Adjustments
 - a. [Budget Adjustments](#)
Recommend approving the budget transfers as presented.
 - 3. Resolution(s) to Amend Budget
 - a. [Resolution No. 31-11/12 - 2011-2012 Moreno Valley College Public Safety Education and Training, Fire Technology Program - State Fire Marshal Certificate Fees](#)
Recommend approving adding the revenue and expenditures of \$60,300 to the budget and adopting the resolution to amend the budget.
 - b. [Resolution No. 32-11/12 - 2011-2012 Youth Entrepreneurship Program - Riverside City College](#)
Recommend approving adding the revenue and expenditures of \$10,000 to the budget and adopting the resolution to amend the budget.

4. Contingency Budget Adjustments (None)
5. Bid Awards
 - a. [Bid Awards for the Norco College Operations Center – Trade Categories 1-19](#)
Recommend awarding the Norco College Operations Center trade category bids 1-19, for the total bid amount of \$7,214,389, to the contractors as listed.
 - b. [Bid Awards for the Moreno Valley College Phase III Student Academic Services Facility - Trade Categories 2-21](#)
Recommend awarding the Moreno Valley College Phase III Student Academic Services Facility trade category bids 2-21, for the total bid amount of \$12,824,339 to the contractors listed.
6. Grants, Contracts and Agreements
 - a. [Contracts and Agreements Report Less than \\$81,000 - All District Resources](#)
Recommend ratifying contracts totaling \$618,437.
7. [Out-of-State Travel](#)
Recommend approving out-of-state travel.
8. Other Items
 - a. [Surplus Property](#)
Recommend the listed property to be surplus, finding the property does not exceed the total value of \$5,000, and authorizing the property to be consigned to The Liquidation Company to be sold on behalf of the District.
 - b. [Notice of Completion](#)
Recommend 1) accepting the project as complete, and, 2) approving the execution of the Notice of Completion (under Civil Code Section 3093 - Public Works)

VII. CONSENT AGENDA INFORMATION

- A. [Monthly Financial Report](#)
Information Only

VIII. BOARD COMMITTEE REPORTS

- A. Governance (None)
- B. Teaching and Learning (None)
- C. Planning and Operations
 1. [Postponement of Learning Gateway Building](#)
Recommend approving the postponement of the Learning Gateway Building project at the Moreno Valley College and return the project budget's unused project balance in the amount of \$26,530,693 to the funding account.
 2. [Agreement for Facilities Master Plan Update with Johnson Favaro](#)
Recommend approving an agreement for the Moreno Valley College Facilities Master Plan Update with Johnson Favaro in an amount of \$132,500.
 3. [Addendum to Environmental Impact Report for Market Street Properties](#)

Recommend approving the Addendum to the

Street Properties (Culinary Arts Academy and District Office Building) located in downtown Riverside.

D. Facilities

1. [Norco Operations Center for Budget Revision, Amendment and Agreements](#)

Recommend approving the following items for the Norco Operations Center project: (1) Revise project budget to the amount of \$11,775,000; (2) Amendment No. 2 with Tilden-Coil Constructors, Inc., in the amount of \$261,630; (3) Agreement with Inland Inspections and Consulting in the amount of \$139,300, and (4) Agreement with River City Testing in the amount of \$116,577.

2. [Nursing/Science Building Project for Budget Transfer, Amendment and Retention Reductions](#)

Recommend approving the following items for the Nursing/Science Building project: 1) Budget transfer in the amount of \$2,600,000; 2) Amendment No. 8 with GKK Works in the amount of \$34,726; 3) Construction payment retention reduction by five percent for firms Alpha Mechanical, Inc., and Communication Wiring Specialist, Inc.

E. Resources

1. [2012-2013 - Tax and Revenue Anticipation Note \(TRAN\) - Resolution No. 30-11/12](#)

Recommend approving (1) Resolution No. 30-11/12 authorizing the borrowing of funds to a maximum amount of \$25 million for fiscal year 2012-2013, (2) The issuance and sale of a 2012-2013 Tax and Revenue Anticipation Note; (3) Participation in the California School Cash Reserve Program; and (4) Request the Board of Supervisors of the County to issue and sell said note.

2. [Amendment for Culinary Arts Academy and District Office Building Project with LPA](#)

Recommend approving Amendment No. 1 for the Culinary Arts Academy and District Office Building project with LPA in the amount of \$465,407.

3. [Project Budget Approval for Physician's Assistant Laboratory Remodel](#)

Recommend approving a project budget in the amount of \$120,000 for the Physician's Assistant Laboratory Remodel project.

IX. ADMINISTRATIVE REPORTS

A. Vice Chancellors

B. Presidents

X. ACADEMIC SENATE REPORTS

A. Moreno Valley College/Riverside Community College District

B. Norco College

- C. Riverside City College
- XI. BARGAINING UNIT REPORTS
 - A. CTA - California Teachers Association
 - B. CSEA - California School Employees Association
- XII. BUSINESS FROM BOARD MEMBERS
 - A. [California Community College Trustees \(CCCT\) Board of Directors Election - 2012](#)
Recommend approving and filling of vacancies on the CCCT Board.
 - B. [Select Trustee Area Plan, and adopt Correlating Resolution Establishing Trustee Areas From Which District Trustee Board Members will be Elected, and Approving the Election of Board Members in a By-Trustee Area Election Process.](#)
Recommend selecting a Trustee Area Plan and adopting appropriate Resolution Establishing Trustee Areas From Which District Trustee Board Members Will Be Elected, approve the election of Board members in a by-trustee area election process; and file the waiver with the Board of Governors of the California Community College System.
 - C. [Update from Members of the Board of Trustees on Business of the Board.](#)
Information Only
- XIII. CLOSED SESSION
 - A. [Conference with Legal Counsel - Existing Litigation \(CA Gov. Code 54956.9\(a\) - Radford v. Riverside Community College District, et. al.](#)
To Be Determined
 - B. [Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release](#)
To Be Determined
- XIV. ADJOURNMENT



Agenda Item (II-A)

Meeting	3/20/2012 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of February 7, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustee review and approve the minutes prepared for the February 7, 2012 Regular/Committee meeting.

Background Narrative:

Minutes of the February 7, 2012 Board of Trustees Regular/Committee Meeting are presented to the Board.

Prepared By: Greg Gray, Chancellor
Kathy Tizcareno, Administrative Assistant

Attachments:

[February 7, 2012 Minutes](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR
AND COMMITTEE MEETINGS OF THE GOVERNANCE,
TEACHING AND LEARNING, PLANNING AND OPERATIONS,
FACILITIES, AND RESOURCES COMMITTEES
OF FEBRUARY 7, 2012

President Green called the Board of Trustees meeting to order at 6:00 p.m., in Center for Student Success, Room 217, Norco College, 2001 Third Street, Norco, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President
Sam Davis, Secretary
Mary Figueroa, Board Member
Janet Green, President
Mark Takano, Board Member
Nick Bygon, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor
Dr. Cynthia Azari, President, Riverside City College
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Debbie DiThomas, Interim President, Norco College
Dr. Tom Harris, Acting President, Moreno Valley College
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications
and Relations

Norco Student Rebecca Choi led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Governance Committee Chair Janet Green convened the meeting at 6:14 pm. Committee members in attendance: Chancellor Gay; Academic Senate Representatives: Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Julie Pehkonen.

GOVERNANCE COMMITTEE

Ms. Ruth Adams led the committee review of Board Policies 3810, 4000 and 5010 that will be presented to the Board for first reading February 21st regular meeting. Discussion followed.

Revised and New Board Policies –
First Reading

The committee adjourned the meeting at 6:18 p.m.

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 6:19 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Academic Affairs; Academic Senate Representatives: Dr. Travis Gibbs and Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Mr. Nick Bygon; Confidential Representative: Ms. Debra Creswell; and Management Representative: Dr. Diane Dieckmeyer.

TEACHING AND LEARNING
COMMITTEE

Dr. Wolde-Ab Isaac, Vice President, Academic Affairs, Riverside City College, presented the committee with the Accreditation Midterm Report for Riverside City College. Discussion followed.

Riverside City College
Accreditation Midterm Report

Dr. Lisa Conyers, Vice President, Academic Affairs, and Dr. Carolyn Quin, Associate Professor, Music, Moreno Valley College, presented the committee with the Midterm Accreditation Report for Moreno Valley College. Discussion followed

Moreno Valley College Midterm
Report to the Accrediting
Commission for Community and
Junior Colleges

Dr. Diane Dieckmeyer, Interim Vice President, Academic Affairs, Norco College, presented the committee with the Accreditation Midterm Report for Norco College. Discussion followed.

Norco College Accreditation
Midterm Report

The committee adjourned the meeting at 6:40 p.m.

Adjourned

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 6:41 p.m. Committee members in attendance: Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Mr. George Escutia; Confidential Representative: Ms. Debra Creswell; and Management Representative: Mr. Norm Godin.

FACILITIES COMMITTEE

Mr. Michael Stephens, Director, Construction Facilities Planning and Development reviewed with the committee the project budget augmentation, change orders and amendments for the project that will be presented to the Board for approval at the February 21st regular Board meeting. Discussion followed.

Wheelock Gymnasium; Seismic
Retrofit Project for Budget
Augmentation; Change Orders and
Amendments

The committee adjourned at 7:07 p.m.

Adjourned

The Resources Committee Chair Mark Takano convened the meeting at 7:08 p.m. Committee members in attendance: Dr. James Buisse, Vice Chancellor, Administration and Finance; Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Mr. Francisco Ramos (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Nancy Melendez.

RESOURCES COMMITTEE

Mr. Orin Williams reviewed the project budget savings for two completed projects-Phase III Norco/Industrial Technology and Center for Student Success that will be presented to the Board of Trustees on February 21st. Discussion followed.

Project Budget Savings for Norco College

Mr. Orin Williams led the committee review of the builder's risk property insurance policies with Arthur J. Gallagher & Company Insurance Brokers of California, Inc. for various projects that will be presented to the Board for approval at February 21st regular Board meeting. Discussion followed.

Builder's Risk Insurance for Construction Projects

Mr. Art Alcaraz, Director, Diversity and Human Resources and Ms. Chani Beeman, Director Diversity, Equity and Compliance, provided the committee with an update on the past year's activities for Diversity and Human Resources/Equity and Compliance. Discussion followed.

Diversity and Human Resources Update

The committee adjourned the meeting at 7:46 p.m.

Adjourned

The Board adjourned the meeting at 7:47 p.m.

ADJOURNED



Agenda Item (II-B)

Meeting	3/20/2012 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Joint Meeting with Corona-Norco Unified School District and Riverside Community College District of February 21, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes prepared for the February 21, 2012, Joint Meeting of the Corona-Norco Unified School District and Riverside Community College District.

Background Narrative:

Minutes of the February 21, 2012, Joint Meeting of the Corona-Norco Unified School District and Riverside Community College District are presented to the Board.

Prepared By: Greg Gray, Chancellor

Attachments:

[022112_Jt. CNUSD/RCCD Minutes](#)

Corona-Norco USD Minutes

Board of Education - Joint Meeting with RCCD Board of Trustees

February 21, 2012

Tuesday, 04:00 PM

Kennedy Middle College High School
1951 Third Street, Room 203
Norco, CA 92860

CNUSD Attendees

Dr. Jose Lalas	Board Member	
Bill Newberry	Board Member	
Cathy Sciortino	Board Member	
Michell Skipworth	Board Member	
Dr. Kent Bechler	Superintendent	<i>non-voting</i>
Dr. Michael Lin	Deputy Superintendent, Human Resources	<i>non-voting</i>
Sherry Mata	Assistant Superintendent, Business Services	<i>non-voting</i>
Thomas Pike	Assistant Superintendent, Executive Services	<i>non-voting</i>
Dr. Robert Taylor	Assistant Superintendent, Educational Services	<i>non-voting</i>

RCCD Attendees

Janet Green, President
Virginia Blumenthal, Vice President
Sam Davis, Secretary
Mary Figueroa, Board Member
Mark Takano, Board Member
Gregory W. Gray, Chancellor

A. KENNEDY MIDDLE COLLEGE HIGH SCHOOL TOUR - 4:00 P.M.

1. CNUSD and RCCD Board Members will participate in a tour of the Kennedy Middle College High School campus.

Minutes

Members of the CNUSD and RCCD Boards participated in a tour of the Kennedy Middle College High School campus with Kennedy students serving as tour guides.

B. OPENING CEREMONY - 4:30 P.M.

1. Call to Order

Minutes

Board President Bill Newberry called the meeting to order at 4:27 p.m.

Absent:

John Zickefoose, CNUSD Board Clerk
Dr. David Hansen, CNUSD Assistant Superintendent, Instructional Support
Ted Rozzi, CNUSD Assistant Superintendent, Facilities

Registered visitor

Don Ward

2. Pledge of Allegiance

Minutes

Kennedy ASB President Vincent Weathersby led the Pledge of Allegiance to the Flag.

3. Hearing Session - Recognition of anyone wishing to address the CNUSD Board of Education and/or RCCD Board of Trustees on any Special Meeting Agenda Items

Minutes

Mr. Newberry opened the Hearing Session and asked if there were any members of the audience wishing to address the CNUSD Board of Education and/or RCCD Board of Trustees on any Joint Meeting Agenda items. Seeing no speakers, he declared the Hearing Session closed.

C. CNUSD PRESENTATIONS

1. CNUSD Overview By Dr. Kent L. Bechler, Superintendent

Minutes

Dr. Bechler shared the following CNUSD facts:

PROFILE

Size:	Ninth largest in state/largest in county
Number of Schools:	49
Number of Students:	53,407
Number of Employees:	4,509
Graduation Rate:	92 percent
Attendance Rate:	96 percent
Students Receiving Free/Reduced Meals:	43 percent
Languages Spoken:	55
2011-12 Budget:	\$364 million

STUDENT ETHNIC DIVERSITY

Hispanic	49 percent
Caucasian	31 percent
African American	6 percent
Asian	6 percent
Filipino	3 percent
Pacific Islander	0.5 percent
American Indian	0.5 percent
Multiple/No Response	4 percent

HIGHLIGHTS 2010-11

- Investing in Innovation \$5 million (i3) Grant Recipient
- Middle School Science \$2 million Grant Recipient
- 815 API School District
- Zangle Parent Portal
- Education Trust-West* Statewide Recognition
- New facilities/Measure U
- Successful agreements with association bargaining units saved jobs
- Commitment to providing strong professional development

STUDENT PERFORMANCE 2011

- 87 percent of CNUSD 10th graders passed the English section of the California High

- School Exit Exam on their first attempt
- 89 percent of CNUSD 10th graders passed the Mathematics section of the California High School Exit Exam on their first attempt
- Academic Performance Indicators (API) up 13 points to 815
- 47.4 percent of 12th grade students graduated with UC/CSU required courses
- SAT I average composite score: 1466 – up 31 points from 2010
- 1,503 ELL students reclassified to Fluent English Proficient
- 2,365 Advanced Placement test takers; 4,338 Advanced Placement tests taken

RECOGNITION NEWS

California Distinguished School Awards:

- Franklin, Harada, Vicentia and Wilson Elementary passed the application process and are scheduled for site validation visits in March 2012
- Anthony Elementary School - 2010
- Barton Elementary School - 2010
- Chavez Elementary School - 2010
- Norco Elementary School - 2010
- Washington Elementary School - 2010
- El Cerrito Middle School - 2009
- Kennedy Middle College High School - 2009

2011 Models of Excellence Award Winners:

- Wilson Elementary School – Soaring Eagles Reading Program
- Corona High School – Tenth Grade Program: A Program of the CHS Guidance Department
- Roosevelt High School – Best Practices for High School EL Programs

Golden Bell Award

Norco High School – Student Assistance Program Community Connection

FFA National Chapter 3-Star Designation

The Norco High School FFA is one of two chapters in Southern California to be designated 3 Stars.

Department of the Air Force 2010-11 Distinguished JROTC Unit Award with Merit

Norco High Air Force Junior ROTC Unit CA-20067

Avery Dennison's Top 15 Schools in the Nation

Barton, Harada and Parks Elementary, and Raney Intermediate Schools received \$10,000 each.

2. Kennedy Middle College High School - Past, Present and Future By Don Ward, Principal

Minutes

Kennedy Middle College High School Principal Don Ward presented on the past, present and future of the school.

Mr. Ward reported Kennedy has been open six years and is the largest middle college high school program in the nation. He said the school is made up of 600 students in grades 10-12; 55 adult transition students; 27 certificated staff; and 18 classified staff.

Mr. Ward was pleased to report that through the school's partnership with RCC Norco

College, 549 Kennedy students completed one or more Norco College courses in 2010-11. Mr. Ward shared the following self-reported information related to Kennedy's academic achievement and recognitions:

- *Named a California Distinguished School in 2009
- *Received the California Business for Education Excellence "Honor Role" award in 2009
- *Granted WASC Accreditation through 2016
- *Received a County Models of Academic Excellence Award for the AVID Program in 2010
- *School wide API score of 834
- *CAHSEE passage rates: 98% in math, 97% in ELA
- *Graduation Rate - 99.7%
- *92% of graduating students move on to college.
- *52% of graduating students enroll in four year colleges/universities

Mr. Ward introduced AVID Coordinator Carrie Shaw. Ms. Shaw reported the AVID program offers student academic support and access to four-year universities (similar to RCC EOPS program). She was pleased to report that 42% of Kennedy students are AVID participants.

Mr. Ward reported on Kennedy future steps:

- *Develop a system to track students after graduation
- *Increase success rates for students taking Norco College courses
- *Shifting to the "gradual release of responsibility" educational model
- *Expand student use of personal technology
- *Increase student internship opportunities

Mr. Ward called on Kennedy Senior Class President Jonathan Salloum and student Emily Garcia to tell about their experience at Kennedy. Both students reported Kennedy is a great school and offers valuable opportunities. They said staff cares about each and every student and students feel supported to achieve their highest academic goals. They expressed appreciation for the opportunity to grow as individuals and earn college credits while in high school.

In his closing remarks, Mr. Ward expressed that both he and staff are proud of Kennedy and grateful to CNUSD and RCCD for providing the necessary resources to keep the program running. Mr. Ward opened for questions.

Dr. Gregory Gray, RCCD Chancellor, said that it is nice to see the collaboration between the two Boards. He mentioned RCCD is currently involved with six middle college high school programs but, without a doubt, the Kennedy program is the largest and a model to others. In fact, he said Riverside USD is looking to mimic the Kennedy model.

Sam Davis, RCCD Board Secretary, inquired about parent support and involvement. Mr. Ward indicated parent support at Kennedy is tremendous. He said events such as Back to School Night and Open House always have a great turnout.

RCCD Board Member Mark Takano asked if there is a system in place to measure student success in programs such as AVID. Mr. Ward indicated the District is working to develop a system for tracking student success following graduation. Ms. Shaw

reported there is a group that tracks the success of AVID students.

Mr. Takano commented a large number of students are taking English college remediation classes. He said these courses are costly and asked what the District is doing to alleviate this. Mr. Ward reported all Kennedy eleventh grade students take the EAP and a great number pass and place into college level English.

Mr. Takano asked about the number of Kennedy students that graduate with both a high school diploma and Associate's degree. Mr. Ward stated that all students are encouraged to complete at least one year of college to enter college as sophomores.

Mr. Takano was interested in knowing what Kennedy is doing to close the achievement gap. Mr. Ward said the gap is narrowing and the school is working with the different subgroups to lessen the gap even more.

In response to a question raised by Mr. Takano, Mr. Ward reported that 52% of Kennedy graduates go straight into a four-year college. He said a number continue at Norco College and later transfer into a four-year college.

Mrs. Sciortino said this is without a doubt a growing program in the community. She expressed appreciation to RCCD saying that the program's success would not be possible without their support. RCCD Board Member Mary Figueroa commented the success of the program is due to the great partnership between CNUSD and RCCD.

Mr. Ward expressed appreciation to all for the opportunity to present.

Dr. Bechler said what we have at Kennedy is certainly a model program. He expressed appreciation to both Boards for their support.

3. College and Career Readiness By Dr. Robert Taylor, Assistant Superintendent, Educational Services

Minutes

Dr. Bechler introduced Dr. Bob Taylor, CNUSD Assistant Superintendent of Educational Services, to report on College and Career Readiness.

Dr. Taylor reported College and Career Readiness (CCR) is a federal initiative and part of the initiative is the eventual transition from the California State Standards to the federal Common Core Standards (CCS). Dr. Taylor said that as we move in that direction, the District's focus is on three areas: The CNUSD Promise, Exploration of Skills and Competencies, and Classroom Application.

Dr. Taylor stated CCR is a community effort and, therefore, the District has established a number of partnerships with community and four-year colleges and universities, local businesses, and the community. Dr. Taylor reported on the District's focus areas for CCR.

The Promise – The District has established partnerships with local business and colleges to seek their assistance getting students ready for college and careers. We are looking to increase the number of student internships and the number of high

school college-credit courses.

Dr. Taylor indicated the District, too, is concerned about the number of students taking remedial college courses. He reported the District has adopted the Expository Reading and Writing Course (ERWC). The course is now the primary part of the twelfth grade English class and has filtered down to the eleventh and tenth grade and middle/intermediate schools. In addition, Dr. Taylor said the District is working on an MOU with the Cal State system where students not passing the EAP may take a college-credit remedial class their senior year.

Exploration of Skills and Competency – Local businesses and colleges will assist in determining what skills our students need when entering college or careers. We are focused on the transition from the California State Standards to the federal Common Core Standards (CCS).

Application - Employees receive professional development related to CCS and are informed of CCS assessments and dates. Some of our schools are turning to the “gradual release of responsibility” instructional model which puts more ownership of education on the student.

High School Gap Analysis - A team of high school educators trained on the eight keys of CCR identified their school’s strengths and weaknesses and developed a plan of action to address two areas of study they most want to improve.

CCR Communication Methods - Each high school, and the District, has a data dashboard to track student progress. The “Passport to Success” CCR website will be launched in March to educate parents on what their child should accomplish through their K-12 education. We are excited about student “digital badges,” where students will create a profile and badge and be rewarded by the community for their accomplishments.

CCR Next Steps - The District will launch a CCR website in March, eighth grade students will take the Ready Step assessment (similar to the PSAT), and the District will continue to build partnerships with the different stakeholders.

Dr. Taylor opened for questions.

Mr. Takano asked if there has been growth in EAP passage rates following the implementation of the CCR initiative. Dr. Taylor replied there has been growth the last couple of years and additional growth is expected. He reported the District is at a 24% passage rate in English language arts and 49% in math. There is, he said, an effort to increase the number of students taking the EAP. Mr. Takano, again, expressed concern for the number of graduates taking remedial writing courses their first year of college. Dr. Taylor reported all high school seniors will enroll in an ERWC regardless of their EAP score.

D. RCCD PRESENTATIONS

1. Grant Funded Programs By Kevin Fleming, Associate Dean, Career and Technical Education, and Gustavo Ocegüera, Associate Dean, Grants & College

Support Programs

Minutes

Mr. Newberry introduced Kevin Fleming, Norco College Associate Dean, Career and Technical Education, and Gustavo Ocegüera, Norco College Associate Dean, Grants & College Support Programs, for a presentation.

Mr. Fleming said he and Mr. Ocegüera would highlight the following Norco College federal grants: National Center for Supply Chain Technology Education; Title V: Portal to Your Future; Title V Cooperative Grant (partnership with CSU San Bernardino); and Title V Cooperative Grant – Commercial Music Strands.

Mr. Fleming reported the National Center for Supply Chain Technology Education is a \$3.5 million four-year grant. The grant has three goals: Create and replicate a model 2+2+2 career pathway from high school to a community college to a four-year college/university, increase the number of high school and college faculty participating in the Supply Chain Technology field, and become the national dissemination hub for community college Supply Chain Technology education. Mr. Fleming reported approximately two dozen Kennedy students are enrolled in Norco College technology courses and earning college credits. Mr. Fleming said that additional information on this grant may be found at www.mindsthatmove.org.

Mr. Ocegüera was pleased to report that in the past two years Norco College has been awarded three five-year multi-million dollar federal grants to develop new programs in gaming, digital animation, mobile applications, commercial music and STEM. Mr. Ocegüera stated the grants are designed to increase access to careers in those programs for Latino and low-income students. He said Norco College will partner with four-year institutions such as CSU San Bernardino to provide a seamless transition to university level courses and degrees. Mr. Ocegüera presented an overview of the grants.

Title V: Portal to Your Future – Simulation and game development program. Students will design/develop a video game.

Title V Cooperative Grant (a partnership with CSU San Bernardino) and Title V Cooperative Grant–Commercial Music Strands – Focused on the development of commercial music, mobile applications and new media. Mr. Ocegüera presented each Board member a complimentary commercial music cd produced by Norco College entitled, "Take Me There."

Title III STEM – The goal is to revise the curriculum for the following programs so that degrees will articulate to four-year postsecondary institutions: Architecture, Pre-Engineering, Digital Electronics, Engineering Technology, and Construction Technology.

2. Norco College Update By Dr. Debbie DiThomas, Interim President, Norco College

Minutes

Norco College Interim President Dr. Debbie DiThomas had the following announcements.

1. Norco College and CNUSD administrative teams will meet March 28 to discuss methods to better serve students.

2. Norco College will offer area students that have been accepted to local four-year colleges the opportunity to take remedial courses prior to entering a four-year college.

Dr. DiThomas provided CNUSD Board members a list of all programs offered at Norco College. She reported the college has research that indicates students who complete their first two years of college at a two-year college and transfer to a four-year college perform as well, or better, than students that go directly to a four-year college. Dr. DiThomas said Norco College offers smaller classes, a great administration, amazing faculty and a wonderful team of students. She provided the following statistics for Norco College:

- *Total unduplicated count of students in Norco College courses - 15,380
- *Total unduplicated count of CNUSD students in District courses - 3,292
- *Total unduplicated count of CNUSD students in Norco College courses - 2,948
- *Student Ethnicity: 45% Hispanic, 30% White, 9% Asian/Pacific Islander, 8% African American
- *55% Female
- *69% of students are traditional age (age 24 or younger)
- *73% of students are part-time (taking less than 12 units)
- *During 2010-11, Norco College success rate was 68% (received "C" grade or better or "P" grade on P/NP courses)
- *During 2010-11, CNUSD graduates' success rate was 69%
- *During 2010-11, Norco College retention rate was 84% (didn't receive a "W" in courses)
- *During 2010-11, CNUSD graduates' retention rate was 86%

Norco College Students' Educational Goals

Transfer-56%
Degree-9%
Certificate-2%
Other-33%

CNUSD Student Educational Goals

Transfer-64%
Degree-5%
Certificate-1%
Other-30%

Norco College Placement (students enrolled in 2010-11)

78% had to take 1 or more remedial English courses
57% had to take 1 or more remedial reading courses
54% had to take 1 or more remedial math courses

CNUSD Placement of Grads (students enrolled in 2010-11)

79% had to take 1 or more remedial English courses
53% had to take 1 or more remedial

E. GENERAL DISCUSSION ITEMS

1. Remedial Education (D)

Minutes

This item was discussed earlier in the meeting.

2. Other Business

Minutes

There was no other business.

F. ADJOURNMENT

Minutes

Mr. Newberry commented this has been a productive meeting and it is evident all in attendance have the same goal in mind – student success. He expressed appreciation to all for attending.

The Joint Meeting of the RCCD and CNUSD Boards was adjourned at 5:44 p.m.

Board President

Board Clerk



Agenda Item (II-C)

Meeting	3/20/2012 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Regular Meeting of February 21, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustee review and approve the minutes prepared for the February 21, 2012 Regular meeting.

Background Narrative:

Minutes of the February 21, 2012, Board of Trustees Regular Meeting are presented to the Board.

Prepared By: Greg Gray, Chancellor
Michelle Haeckel, Administrative Assistant, Office of the Chancellor

Attachments:

[022112_Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF FEBRUARY 21, 2012

President Green called the regular meeting of the Board of Trustees to order at 6:05 p.m., in the Center for Student Success, Room 217, Norco College, 2001 Third Street, Norco, California

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President
Sam Davis, Secretary
Mary Figueroa, Board Member
Janet Green, President
Mark Takano, Board Member
Nick Bygon, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor
Dr. Cynthia Azari, President, Riverside City College
Dr. Debbie DiThomas, Interim President, Norco College
Dr. Tom Harris, Acting President, Moreno Valley College
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations
Dr. Travis Gibbs, President, Academic Senate, District and Moreno Valley College
Dr. Sharon Crasnow, President, Academic Senate, Norco College
Dr. Lee Nelson, President, Academic Senate, Riverside City College (arrived at 6:27 p.m.)
Dr. Dariush Haghighat, President, CTA

Student Aaron Trimble led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Blumenthal/Figueroa moved that the Board of Trustees approve moving Item No. XIII-A, “Conference with Legal Counsel – Existing Litigation (CA Government Code 54956.9(a) – Corral v. Riverside Community College District, et.al.” to be heard prior to Public Comments. Motion carried. (5 ayes)

AMEND AGENDA

The Board adjourned to closed session at 6:10 p.m. and reconvened to open session at 6:37 p.m. announcing that no action had been taken.

ADJOURN TO CLOSED SESSION/
RECONVENE

Mr. Jose Medina, Mr. Victor Sandoval, Mrs. Christine Sandoval, Ms. Lani Kritner, Ms. Sinar Lomeli, and Ms. Angela Calitri, addressed the Board requesting the position of Dean of Academic Support not be terminated. CTA President Dariush Haghighat noted that other faculty members supported RCC President Azari and college management.

Blumenthal/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees of the Regular/Committee Meeting of January 17, 2012. Motion carried. (5 ayes)

Student Trustee Bygon requested that the reference to Dr. "Patricia Carter" is incorrect and should read Dr. "Thatcher" Carter.

Blumenthal/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees of the Regular Meeting of January 24, 2012. Motion carried (5 ayes)

Figueroa/Blumenthal moved that the Board of Trustees approve the proposed academic calendar for 2012-2013. Motion carried. (5 ayes)

Interim President Debbie DiThomas introduced Pastor Charles Lee-Johnson and Mr. Justin White from the Corona Community AME Church, and Mr. Wilson Johnson from Toyota Motor Sales who spoke about the Rites to Thrive Program at Norco College. In this program students learn the 10 rites: Personal, Emotional, Spiritual, Mental, Economic, Cultural, Historical, Political, Physical, and Social. Students spoke of their praise of the program.

The Board of Trustees received information on documents that are used to monitor and review upcoming action items, information items, and presentations, as well as planning for the monthly committee and Board meetings.

Student Trustee Nick Bygon presented the report about recent and future student activities at Moreno Valley

PUBLIC COMMENTS

MINUTES OF THE REGULAR/COMMITTEE MEETINGS OF JANUARY 17, 2012

MINUTES OF THE REGULAR MEETING OF JANUARY 24, 2012

CHANCELLOR'S REPORTS

Presentations

District Academic Calendar
2012-2013

Norco Student Success Report

Future Monthly Committee Agenda
Planner and Annual Master Planning
Calendar

STUDENT REPORT

College, Norco College, and Riverside City College.

CONSENT ITEMS

Action

Figueroa/Davis moved that the Board of Trustees:

Approve/ratify the listed academic appointments, and assignment and salary adjustments;

Academic Personnel

Approve/ratify the listed classified appointments, and assignment and salary adjustments;

Classified Personnel

Approve/ratify the listed other personnel appointments, and assignment and salary adjustments;

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,937,689 and District Warrant Claims totaling \$7,638,850;

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as presented;

Budget Adjustments

Approve adding the revenue and expenditures of \$297,532 to the budget and authorize the Vice Chancellor of Administration and Finance to sign the resolution;

Resolution No. 24-11/12
2011-2012 Procurement Assistance Center (PAC)

Approve adding the revenue and expenditures of \$78,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 25-11/12
2011-2012 Southern California Logistics Technology Collaborative Sub-Contract Agreement

Approve adding the revenue and expenditures of \$25,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 26-11/12
2011-2012 Foundation for California Community Colleges Career Ladders Project – Riverside City College

Approve adding the revenue and expenditures of \$80,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 27-11/12
2011-2012 Aquatics Complex – Riverside City College

Approve adding the revenue and expenditures of \$254,105 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 28-11/12
2011-2012 Responsive Training Fund

Approve adding revenue and expenditures of \$339,902 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 29-11/12
2011-2012 California State Trade and Export Promotion Grant Sub-Contract

Approve the purchase of audio visual and communication integration goods and services from Spinitar, utilizing CMAS contract number 3-10-58-077G;

Purchase Audio Visual and Communication Integration Goods and Services from Spinitar, Utilizing California Multiple Award Schedules (CMAS) Contract No. 3-10-58-077G

Approve the purchase of audio visual and communication integration goods and services from Extron Electronics, utilizing CMAS contract number 3-07-70-2382A;

Purchase Audio Visual and Communication Integration Goods and Services from Extron Electronics, Utilizing the California Multiple Award Schedules (CMAS) Contract Number 3-07-70-2382A

Ratify the renewal agreement to offer training to the California Highway Patrol at the Ben Clark Training Center, from February 11, 2011 to February 10, 2013, at a cost of \$1.55 per student contact hour;

Renewal of Two-Year Agreement with the State of California, California Highway Patrol

Ratify contracts totaling \$570,165;

Contracts and Agreements Report Less than \$81,000 – All District Funds

Ratify the subcontract with Jefferson Community and Technical College to implement a National Science Foundation National Center for Supply Chain Technology Education Grant

Subcontract Between Riverside Community College District, Norco College and Jefferson Community and Technical College

Grant out-of-state travel requests;

Out-of-State Travel

Declare the property listed to be surplus, find that the property does not exceed the total value of \$5,000 and authorize the property to be consigned to The

Surplus Property

Liquidation Company to be sold on behalf of the District;

Declare the property listed to be surplus, find that the property does not exceed the total value of \$5,000 and authorize the property to be donated to the California Land Surveyors Association Education Foundation to meet technology needs;

Surplus Property - Donation

Accept the project listed as complete, approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President and the Vice Chancellor, Administration and Finance, to sign the Notices;

Notices of Completion

Motion carried. (5 ayes)

Information

In accordance with Board Policy 7350, the Chancellor has accepted the following resignations: Lorenzo Hernandez, Student Services Specialist, effective February 2, 2012, for personal reasons; Holly Lee-Holguin, Community Service Aide I, effective January 31, 2012, for personal reasons; and Andrew Lopez, Community Service Aide I, effective February 17, 2012, for personal reasons.

Separations

Board reviewed the CCFS-311Q - Quarterly Financial Status Report for the Quarter ended December 31, 2011.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended

The Board received the summary of financial information for the period of January, 2012;

Monthly Financial Report

BOARD COMMITTEE REPORTS

Governance

Green/Blumenthal moved that the Board of Trustees accept Board Policies 3801, 4000 and 5010 for first reading. Motion carried. (5 ayes)

Revised and New Board Policies – First Reading

Teaching and Learning

Davis/Blumenthal moved that the Board of Trustees accept Riverside City College's Midterm Report. Motion carried. (5 ayes)

Riverside City College
Accreditation Midterm Report

Davis/Blumenthal moved that the Board of Trustees accept Norco College's Midterm Report. Motion carried. (5 ayes)

Norco College Accreditation
Midterm Report

Davis/Blumenthal moved that the Board of Trustees accept Moreno Valley College's Midterm Report. Motion carried. (5 ayes)

Moreno Valley College
Accreditation Midterm Report

Facilities

Blumenthal/Figueroa moved that the Board of Trustees approve a budget augmentation in the amount of \$2,099,615 using Riverside City College Allocated Measure C Funds; Change Order No. 7 with GDA, Inc., in the amount of \$28,000; Change Order No. 6 with Inland Building Construction Companies in the amount of \$551,312.02; Change Order No. 4 with ISEC, Inc., in the amount of \$123,914; Change Order No. 3 with Pro-Craft Construction, Inc., in the amount of \$69,184; Change Order No. 3 with GKK Works in an amount not to exceed \$46,535; Amendment No. 2 with Inland Inspection and Consulting in an amount not to exceed \$45,064. Motion carried. (5 ayes)

Wheelock Gymnasium, Seismic
Retrofit Project for Budget
Augmentation, Change Orders
and Amendments

Resources

Takano/Figueroa moved that the Board of Trustees approve the Builder's Risk property insurance policies with Arthur J. Gallagher & Company Insurance Brokers of California, Inc., for the Norco Secondary Effects project, Wheelock Gymnasium Seismic Retrofit project and Citrus Belt Savings and Loan Gallery project; approve the amount of \$108,254 using the District's Program Contingency Allocated Measure C funds and the amount of \$21,683 using the Redevelopment Pass-Through Funds to disperse for the policies. Motion carried.

Builder's Risk Insurance for
Construction Projects

(5 ayes)

Takano/Davis moved that the Board of Trustees approve a project budget savings for two completed Norco College construction projects in the total amount of \$4,774,844.90, reducing the Phase III Norco/Industrial Technology project budget by \$527,410.12 and the Center for Student Success project budget by \$4,247,434.78; and returning the reduced amounts to the Norco College Allocated Measure C Fund account. Motion carried. (5 ayes)

Project Budget Savings for
Norco College

ACADEMIC SENATE REPORTS

Dr. Travis Gibbs presented the report on behalf of the District and Moreno Valley College.

Moreno Valley College and
Riverside Community College
District

Dr. Sharon Crasnow presented the report on behalf of Norco College.

Norco College

Mr. Lee Nelson presented the report on behalf of Riverside City College.

Riverside City College

BARGAINING UNIT REPORTS

Dr. Dariush Haghghat, President, CTA, presented the report on behalf of the CTA.

CTA – California Teachers
Association

BUSINESS FROM BOARD MEMBERS

The Board received a presentation from the Ad Hoc Committee of maps and processes, including public forums.

Districting of Trustees

The Board adjourned to closed session at 9:21 p.m., Conference with Legal Counsel – Existing Litigation “CA Government Code Section 54956.9(a) – Corral v. Riverside Community College District, et.al. “

CLOSED SESSION

The Board reconvened to open session at 9:37 p.m. announcing a closed session was held by the Riverside Community College District Governing Board to discuss the non-reemployment of an academic administrator by

RECONVENE AND ADJOURN

contract.

The Governing Board, by a vote of 5 ayes and 0 nays, took action to not reemploy the Dean, Academic Support, Riverside City College, upon expiration of the Academic Administrator Employment Agreement on June 30, 2012, and directs the Vice Chancellor, Diversity and Human Resources, to send the appropriate notice. The Board adjourned the meeting at 9:50 p.m.



Agenda Item (II-D)

Meeting	3/20/2012 - Regular
Agenda Item	Approval of Minutes (II-D)
Subject	Minutes of the Board of Trustees Special Meeting of February 28, 2012.
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustee review and approve the minutes prepared for the February 28, 2012 Special meeting.

Background Narrative:

Minutes of the Board of Trustees Special Meeting of February 28, 2012 are presented to the Board.

Prepared By: Greg Gray, Chancellor
Kathy Tizcareno, Administrative Assistant

Attachments:

[February 28, 2012 Minutes](#)

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING
OF FEBRUARY 28, 2012

President Green called the special meeting of the Board of Trustees to order at 6:00 p.m., in the Alumni House, 3564 Ramona Drive, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President
Sam Davis, Secretary
Mary Figueroa, Board Member
Janet Green, President
Mark Takano, Board Member

Trustees Absent

Nick Bygon, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor

Guest(s)

Dr. Cindra Smith, Consultant

The Board members held a retreat regarding communication relations facilitated by Dr. Cindra Smith.

BOARD RELATIONS AND
COMMUNICATIONS

The Board adjourned the meeting at 8:08 p.m.

ADJOURNMENT



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Agenda Item (IV-A)

Meeting 3/20/2012 - Regular

Agenda Item Chancellor's Reports (IV-A)

Subject Chancellor's Communications

College/District District

Information Only

Background Narrative:

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

Prepared By: Greg Gray, Chancellor



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Agenda Item (IV-B)

Meeting 3/20/2012 - Regular

Agenda Item Chancellor's Reports (IV-B)

Subject Riverside City College Model United Nations

College/District Riverside

Information Only

Background Narrative:

Model United Nations is a team on campus in which students diligently research and "model" an assigned country and prepare for conferences worldwide.

Student delegates will describe the club, worldwide conferences as well as their experiences being a part of the MUN team.

RCC MUN Delegates presenting:

Tomas Ocampo
Charity Croomes
Aiskell Roman
Dominique Williams
Keisha Canada

Dr. Ward Schinke, Model United Nations Advisor

Prepared By: Cynthia Azari, President, Riverside City College



Agenda Item (IV-C)

Meeting 3/20/2012 - Regular

Agenda Item Chancellor's Reports (IV-C)

Subject The Poison Garden at Riverside City College

College/District Riverside

Information Only

Background Narrative:

RCC Poison Garden – Background

The poison garden has existed on the Riverside City College campus since 1998. It was created by Gloria Leifer, Associate Professor of Nursing, as an educational tool to illustrate to students the dangers of common plants found in most backyards. Ms. Leifer assigns poison garden activities in her classes. She provided initial funding for the project in 1998 with a gift to the RCCD Foundation, supplemented by a competitive “mini grant” provided to her by the College. The project had the support of then RCC President Rotella. Ed Godwin was consulted and approved the project from a risk management perspective, making suggestions regarding the labeling of the plants so that they are clearly identified as poisonous. The RCC grounds department has maintained the garden since its inception. It currently is located adjacent to the former life science building.

In 2006, Ms. Leifer fulfilled her earlier pledge to establish an endowment through the RCCD Foundation to ensure that the garden could continue to be an educational tool. The endowment is intended to support ongoing installation and maintenance of the plants as well as appropriate signage

Prepared By: Cynthia Azari, President, Riverside City College
Sandy Baker, Dean



Agenda Item (IV-D)

Meeting	3/20/2012 - Regular
Agenda Item	Chancellor's Reports (IV-D)
Subject	Side Letter of Agreement No. 1 Regarding Load Banking
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees approve the Side Letter of Agreement No. 1 between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA.

Background Narrative:

In response to concerns regarding constructive receipt issues raised by the District's auditors, the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA have met and agreed to modify Article XXII - LOAD BANKING, of the Collective Bargaining Agreement between the parties as detailed in the attached Side Letter of Agreement No. 1

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

Attachments:

[20120320_Side Letter Agreement No. 1 re Load Banking](#)

SIDE LETTER OF AGREEMENT NO. 1
REGARDING LOAD BANKING

In response to concerns regarding “constructive receipt” issues raised by the District’s auditors, the Riverside Community College District (“District”) and the Riverside Community College District Faculty Association CCA/CTA/NEA (“Association”) have met and agreed to modify Article XXII – LOAD BANKING, of the Collective Bargaining Agreement between the parties as follows:

Article XXII - LOAD BANKING

- A. The District and the Association agree that it is desirable to take advantage of Education Code provisions permitting "load banking" based upon the following principles:
1. Only full-course overloads or equivalent will be eligible for load banking.
 2. No more than 20% of a faculty member's annual load, not to exceed .4666 FTE, may be banked in any one (1) semester and no more than two (2) semester courses may be banked in any one (1) year.
 3. No more than the equivalent of one semester's full-time load may be accumulated.
 4. At any one (1) time no more than 6% of full-time faculty members may utilize their banked hours for a full semester reduction of load and such reduction of load may not be taken more than once every five (5) years.
 5. A faculty member electing to bank hours must make an election (in writing) to do so by December 31 of the year prior to the calendar year when the banking will be done. In case of a substantive teaching assignment modification or personal necessity, the faculty member will be asked to complete an exception form which could be available for IRS inspection. In the first year that a faculty member becomes eligible to bank hours, the election to bank hours must be made within 30 days of the faculty member becoming eligible to bank hours.
 6. Banked hours may be used by a faculty member to reduce a load during a semester. Faculty using banked hours have been granted a reduction of load, not a leave, as defined in Article XIII, Leaves, and are not excused from responsibilities enumerated in Article X, Section G. The faculty member must notify the administration of his/her intent to utilize a full-semester reduction of load at the time of submission of a tentative annual teaching assignment.
 7. Banked hours may be used for professional or personal reasons excluding full-time employment with another college district.

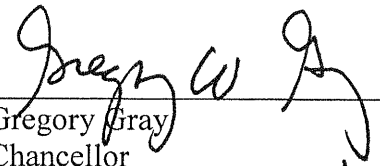
- B. A faculty member may "cash in" any portion of his/her load banked hours at any time. Where hours are "cashed in" instead of used for load banking, the faculty member shall be paid on the basis of the rate of pay in effect when the hours are cashed in, except that in no event can hours be accumulated beyond five (5) years after they were first earned.
- C. Should a full-time faculty member die, the total value of his/her accumulated banked hours shall be paid to his/her beneficiary(ies) in a timely manner.

This modification to the Load Banking procedure shall become effective for all hours which are banked following execution of this Side Letter Agreement.

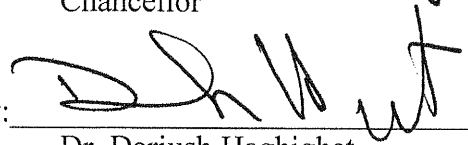
Except as herein modified, the Agreement will continue in full force and effect for the remainder of its term.

Dated: March 15, 2012

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: 
Gregory Gray
Chancellor

Dated: March 15, 2012

By: 
Dr. Dariush Haghghat,
President
RCCDFA/CCA/CTA/NEA



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Agenda Item (IV-E)

Meeting 3/20/2012 - Regular

Agenda Item Chancellor's Reports (IV-E)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

College/District District

Information Only

Background Narrative:

Monthly, the Board Committees meet to review upcoming action items or receive information items and presentations. Furthermore, annually the Board sees and takes action on items at the same time each year. For the purposes of planning the monthly committee and Board meetings, the Future Committee Agenda Planner and the Annual Master Planning Calendar are provided for the Board's information.

Prepared By: Greg Gray, Chancellor
Chris Carlson, Chief of Staff

Attachments:

[04/2012_Annual Master Planning Calendar](#)
[04/2012_Future Committee Agenda Planner](#)

RECOMMENDED 2011-12 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR

Month	Planned Agenda Item
August	<ul style="list-style-type: none"> • Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals • Proposed Curricular Changes • Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee
September	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended June 30 • Budget – Public Hearing
October	<ul style="list-style-type: none"> • Annual Master Grant Submission Schedule • College Closure – Holiday Schedule
November	<ul style="list-style-type: none"> • Annual CCFS-311 Financial and Budget Report • Annual Proposition 39 Financial and Performance Audits
December	<ul style="list-style-type: none"> • Organizational Meeting: Elect the President, Vice President and Secretary of the Board of Trustees; Board association and committee appointments. • Annual Board of Trustees Meeting Calendar for January-December • RCCD Report Card on the Strategic Plan • Annual District Academic Calendar • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended September 30 • RCCD Report Card on the Strategic Plan • Annual Independent Audit Report for the Riverside Community College District • Annual Independent Audit Report for the Riverside Community College District Foundation • Fall Scholarship Award to Student Trustee
January	<ul style="list-style-type: none"> • Accountability Reporting for Community Colleges • Grants Office Annual Winter Report • Governor's Budget Proposal • Federal Legislative Update • Nonresident Tuition and Capital Outlay Surcharge Fees • Proposed Curricular Changes
February	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended December 31
March	<ul style="list-style-type: none"> • Recommendation Not to Employ (March 15th Letters)
April	<ul style="list-style-type: none"> • Academic Rank – Full Professors • Authorization to Encumber Funds • Proposed Curricular Changes • Accountability Reporting for Community Colleges
May	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended March 31 • Summer Workweek • Resolution to Recognize Classified School Employee Week • Board of Trustees Annual Self-Evaluation • Chancellor's Evaluation
June	<ul style="list-style-type: none"> • Administration of Oath of Office to Student Trustee • Spring Scholarship Award to Student Trustee • Department Chairs and Stipends, Academic Year • Coordinator Assignments • Extra-Curricular Assignments • Notices of Employment–Tenured Faculty; Contract Faculty; and Categorically Funded • Academic Administrator Employment Contracts • Emeritus Awards, Faculty • Tentative Budget and Notice and Public Hearing on the Budget • Moreno Valley College Catalog • Norco College Catalog • Riverside City College Catalog • Board Self Evaluation – Reporting Out

COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET

APRIL 2012

Page 1

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Facilities	E. Resources
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff	Associate Vice Chancellor, Facilities Planning, Design & Construction	Vice Chancellor, Admin. & Finance; Vice Chancellor, Diversity and Human Resources
<ul style="list-style-type: none"> ✓ Resolution to Amend the Conflict of Interest Code of the RCCD ✓ Revised and New Board Policies – First Reading 	<ul style="list-style-type: none"> ■ Contract Amendment for Hal Fischer Associates (Maghroori/Keeler/Molko) <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <ul style="list-style-type: none"> ✓ Board report & backup materials attached for review by the Cabinet. ■ Board report and/or backup not yet complete – review pending. ★ Approved by the Cabinet for placement on the Board agenda. <p style="text-align: center; color: red; font-weight: bold; margin-top: 5px;">ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 03/27/12 & 04/10/12.</p> </div>		<ul style="list-style-type: none"> ■ Project Savings Reconciliation/Capital Program Executive Summary Update (Williams) 	<ul style="list-style-type: none"> ■ Commissioning Services Agreement for Norco Operations Center (DiThomas/Williams) ■ Agreement Augmentation with Padilla and Associates (Williams) <i>(tentative)</i> ✓ Establishment of the New Student Services Building Project Budget (Azari)



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[Agenda Item](#)

Agenda Item (V-A)

Meeting 3/20/2012 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

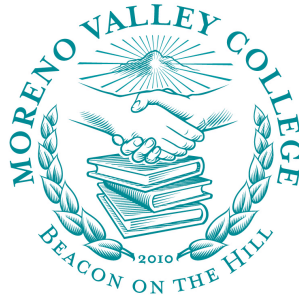
Background Narrative:

Student Trustee Nick Bygon will be presenting the report about recent and future student activities at Moreno Valley College, Norco College, Riverside City College, and Riverside Community College District.

Prepared By: Nick Bygon,

Attachments:

[032012 Student Report](#)



**ASMVC Student Report
Presented by Kushang Patel
March 2012**

- The Gospel Singers performed at Disneyland on Friday February 17 and Saturday, February 18th at a part of the Disneyland "Arts Series. Moreno Valley College Gospel Singers were 1 of 2- community colleges that performed over the weekend. Check out the photo's on the Moreno Valley College website.
- On Wednesday evening, February 29, the Renaissance Scholars Program, Cal/Works program in conjunction with ASMVC sponsored a panel of African American Professionals on campus from the fields of medicine, education, Business and Public Service. The speakers shared personal stories of their successes and challenges in their respective fields. The presentations were very enlightening, informative and educational.
- The weekend of Wednesday, March 3 – Monday, March 5th, student leaders from Moreno Valley College, Riverside City College, a student from Norco and our Faculty Advisor Ms. Moore traveled to Sacramento, CA via the college's van to attend the Faculty Association of California Community Colleges (FACCC) Policy & Advocacy Conference which highlighted the appropriate ways of lobbying, mock legislative visits and attended a workshop on the Student Success Initiative. That Monday, March 5, we participated in the, "March in March," to the State Capitol rallying against the increase cost of higher education, reduction in funding for California Community Colleges, and the rising cost of college textbooks. There were several keynote community supporters spoke at the rally and we were joined by the "occupy group". After the Rally, students attended legislative visits with Senator Bill Emerson, a staffer of Bob Dutton and an Assistant of Assemblymen Paul Cook. The weekend was very rewarding and educational
- On Wednesday evening, March 7, Human Services Club in conjunction with ASMVC Multi Cultural Advisory Council as a part of Women's "HerStory Month" sponsored the "Locks of Love" event on campus in the Student Activities Center. "Locks of Love" is a not for profit organizations that relies on donated ponytails and funds to provide hairpieces to children under 21 with medical hair loss. Participants were required to have a minimum of ten inches of hair in length to participate. "Picasso
- Colour Studio" in Riverside served as the hairdressers for the evening (4-female hairdressers) "cutting", "shaving", "layering" and "styling" a total of 13 participants consisting of 10 ladies and 3-men. (5 participants donated their "ponytails" a few days before the event because they were unable to attend that evening). Approximately "306 inches" of hair consisting of "34-ponytails" were collected!

- On Tuesday, March 13, ASMVC celebrated Moreno Valley College's twenty-first birthday as an institution (1991) and two years as a College. Birthday Cake, Ice Cream, Pizza, games, music and fun was had by all.
- 4-student leaders and the ASMVC Faculty Advisor, will be attending the American Student Association of Community Colleges (ASACC) National Advocacy Conference in Washington D.C. departing Thursday, March 15, and returning Wednesday, March 21, 2012. ASMVC have requested a formal meeting with Senator Feinstein and Boxer to discuss issues regarding Pell grant, textbook prices, and shrinkage of federal funding to community colleges. More details about our visit will be shared upon our return to Moreno Valley College.
- On Thursday, March 22, ASMVC will be celebrating another event as a part of Women HerStory Month by inviting Ms. Heather Poole, a lawyer and motivational speaker in support of "women's rights", and "immigration for battered women" to speak during the college hour.
- Tuesday, March 27, ASMVC will sponsor the Annual Spring Health Faire and Blood Drive on campus. Approximately 27 "Health" providers have confirmed to participate. Sign-ups will commence the week before for "blood donors. These 2-events have been very successful for us in the past.
- On Thursday March 29, ASMVC will be celebrating Cesar Chavez Day in conjunction with the Puente Club in recognition of the reform movement in labor industry.

**Riverside Community College District
Associated Students of Norco College**



**Board Meeting Report
Tuesday, March 20th, 2012**

The Associated Students of Norco College carried out campus-wide outreach with the successful realization of Club Rush. During this week-long event, students became acquainted with the numerous Norco College clubs and organizations, and the clubs and organizations themselves participated in icebreaking activities to foster a sense of camaraderie within the Inter-Club Council.

In terms of community outreach, the ASNC and ICC were invited to attend a potluck by the Norco Headstart Program as a thank you for the institutions' financial support during the holiday season.

In regards to campus events, ASNC, Norco College Student Activities, and the Talented Tenth Program (T3P) celebrated Black History Month with several speakers, including the nationally-renowned musician and activist, Boots Riley, and the empowering Pastor Charles Lee Johnson.

Currently, the ASNC and ICC are observing Women's History Month by providing several events on campus directed towards empowering women, such as the following:

- Movie screening (Tuesday, March 13th and Wednesday, 14th)
- T3P/BSA Guest speaker (Tuesday, March 20th)
- Zumba dance event (Thursday, March 22nd)
- T3P/BSA Guest speaker (Tuesday, March 27th)
- G.S.A. Movie Night (Thursday, March 29th)

Lastly, the ASNC Elections Committee has been collaborating with ASRCC and ASMVC Chief Justices in the preparation for the upcoming RCCD Student Trustee Elections. Application packets were disbursed Wednesday, March 14 and are due the following week on Wednesday, March 21.

ASRCC Report
March 20th, 2012

ASRCC just held their annual Peace Week. This year's event allowed students to engage in a "Chalk Walk" Art Project to send out a message of peace. Other highlights of the week included the making of peace flags, an open forum where students discussed their various beliefs to create a culture of respect and ended with a student peace march around campus. Three of our students were fortunate enough to travel with our sister college, Moreno Valley, to the March in March for Higher Education. The advocacy training and opportunities to meet with legislative staffs were priceless experiences. ASRCC students advocated for the support of categorical programs, counseling services and the funding of community colleges as an investment in the overall economy. On March 24th ASRCC plans to attend the Advocacy and Policy Conference at LA Trade Tech College. ASRCC will continue to schedule visits with local legislators and continue to fight for education. ASRCC is also working on organizing open forums and workshops to update students on budgetary issues and how they can make a difference. During the week of the 19th through the 22nd of March ASRCC will celebrate Women's History Week with a number of events that will celebrate women in the arts, academia and all arenas of study. All are also welcome to attend Professor Jami Brown's production of the Vagina Monologues March 23, 24 and 30th in the Digital Library Auditorium at 7 pm. Ticket prices are \$15 general admission; \$10 with any student ID all proceeds will go towards the Riverside Area Rape Crisis Center.



Board of Trustees I Report for March 20, 2012

- I. The Student District Consultation Council (SDCC) has begun its regular meetings.
 - a. Student leaders from all three colleges were present.
 - b. The meetings will be conducted on a bi-monthly basis, prior to the board meetings. Because BP 5405 only requires the SDCC to meet once per semester, the commitment shown on behalf of the student leaders of the district to meet twice every month is a testament to the strength and quality of their leadership.
- II. The SDCC has appointed Aaron Trimble as Secretary
- III. The SDCC has appointed Rebecca Choy, the Associated Students of Norco College President, to the post of the Student Representative to the Teaching and Learning Committee.
- IV. The SDCC has begun review and approval of BPs and APs from the District General Counsel.
- V. Work on the DSPS video is ongoing.



Agenda Item (VI-A-1)

Meeting 3/20/2012 - Regular

Agenda Item Consent Agenda Action (VI-A-1)

Subject Academic Personnel

College/District District

Funding

Recommended Action It is recommended that the Board of Trustees approve/ratify the academic personnel actions

Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes academic personnel appointments and takes actions. The attached list of academic personnel actions are for the Board's approval/ratification.

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

Attachments:

[20120320_Academic Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: March 20, 2012

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

The Chancellor recommends that the Board of Trustees approve for the following appointment and authorize the Vice Chancellor, Diversity and Human Resources to sign the employment agreement.

- a. Management Contracts
(None)
- b. Contract Faculty
(None)
- c. Long-Term, Temporary Faculty
(None)
- d. Coordinator Assignments, Academic Year 2011-12
Revisions to the list submitted/approved by the Board of Trustees on June 21, 2011.

<u>Activity</u>	<u>Name</u>	<u>Stipend</u>
Honors Program Riverside	Sell, Kathleen	\$1218.00 (25%)
Honors Program Riverside	Carter, Thatcher	\$3654.00 (75%)

2. Request for Participation in Reduced Employment Program

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty participation in the Reduced Employment Program; and the Vice President has reviewed and supports the following requests.

It is recommended the Board of Trustees approve the following requests, and allow them to participate in the Reduced Employment Program for the 2012-2013 academic year.

<u>Name</u>	<u>Title</u>	<u>Teaching Load</u>
MORENO VALLEY COLLEGE		
Dumer, Olga	Associate Professor, ESL	75%
RIVERSIDE CITY COLLEGE		
Bowen, Douglas	Associate Professor, ESL	56.67%

Subject: Academic Personnel

Date: March 20, 2012

3. Salary Reclassification

Board Policy 7160 establishes the procedures for professional growth and salary reclassification.

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members effective April 1, 2012:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Curtis, Antonio	D	E
Garcia, Steven	C	D
Harris, Vivian	F	G



Agenda Item (VI-A-2)

Meeting 3/20/2012 - Regular

Agenda Item Consent Agenda Action (VI-A-2)

Subject Classified Personnel

College/District District

Funding

Recommended Action It is recommended that the Board of Trustees approve/ratify the classified personnel actions

Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes classified personnel appointments and takes actions. The attached list of classified personnel actions are for the Board's approval/ratification.

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

Attachments:

[20120320_Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: March 20, 2012

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

The Chancellor recommends the Board of Trustees approve the following appointments:

- a. Management/Supervisory
(None)
- b. Management/Supervisory – Categorically Funded
(None)
- c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
NORCO COLLEGE				
Betancourt, Eric	Veterans Services Technician	03/21/12	L-5	Promotion

- d. Classified/Confidential – Categorically Funded
(None)

2. Reorganization of Confidential Positions

It is recommended the Board of Trustees approve the reorganization of the following confidential positions, effective March 21, 2012:

<u>Incumbent</u>	<u>Current</u>	<u>Proposed</u>
Haeckel, Ruth	Administrative Assistant, Office of the Chancellor Grade O, Step LS-1 District Office	Executive Administrative Assistant, Office of the Chancellor/ Board of Trustees Grade P, Step LS-1 District Office
Tizcareno, Kathryn	Administrative Assistant, Office of the Chancellor Grade O, Step 3 District Office	Executive Administrative Assistant, Office of the Chancellor/ Board of Trustees Grade P, Step 3 District Office

Subject: Classified Personnel

Date: March 20, 2012

3. Request for a Health Leave Without Pay

At their meeting of January 21, 2012, the Board of Trustees approved a health leave without pay for Jillian Oliveras, Administrative Assistant IV, from January 1, 2012 – March 31, 2012. In accordance with the CSEA bargaining unit agreement, Ms. Oliveras has requested an extension of this leave.

It is recommended the Board of Trustees approve an extension to the health leave without pay previously approved for Jillian Oliveras, Administrative Assistant IV, through April 20, 2012.

4. Request for Permanent Increase in Workload

It is recommended the Board of Trustees approve the permanent increase in workload for the following position(s). These requests have the approval of the Presidents at each respective college.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Dates</u>
Bueno, Eloy	Support Center Technician (Norco College)	47.5% to 80%	04/05/12
Lugo, Alison	Library Clerk I (Riverside City College)	23.75% to 37.50%	03/21/12
Montoya, Tabitha	Library Clerk I (Riverside City College)	23.75% to 37.50%	03/21/12

5. Request for Temporary Increase in Workload

It is recommended the Board of Trustees approve the temporary increase in workload for the following position. This request has the approval of the college President.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Dates</u>
Charlton, Catherine	Learning Center Assistant (Riverside City College)	48.75% to 60%	03/21/12-06/30/12
Martinez, Ashley	Education Advisor (Riverside City College)	60% to 100%	03/21/12-06/30/12
Jarrett, Adrienne	Cashier/Clerk (Riverside City College)	47.5% to 75%	03/21/12-06/30/12

6. Placement of Classified Employee on Reemployment List

In accordance with Education Code Section 88195, an employee who has exhausted all leaves of absence because of a nonindustrial accident or illness shall be placed on the District's 39-month reemployment list. It is recommended the Board of Trustees approve/ratify the placement of Louis Tamayo, Outreach Specialist at Moreno Valley College, on the District's reemployment list for the period of 39 months, effective February 23, 2012.

7. Elimination of Position Due to Lack of Categorical Funds

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to perform personnel actions, subject to final approval by the Board of Trustees. The position elimination and bumping rights are the result of the previous elimination of the Workforce Investment Act grant in Allied Health at the Moreno Valley College.

It is recommended the Board of Trustees approve the reduction in staffing through the elimination of this position, effective at the end of the work day on April 30, 2012. The employee has bumping rights into the same position but at the Norco College.

ELIMINATION OF POSITION DUE TO LACK OF CATEGORICAL FUNDS

<u>Position Title</u>	<u>District/College</u>
Grants Administrative Specialist (100%)	Moreno Valley

BUMPING DUE TO SENIORITY RIGHTS – Effective May 1, 2012

Santa Cruz, Elena	From: Grants Administrative Specialist (Health, Human and Pub Svcs) Moreno Valley College
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	To: Grants Administrative Specialist (Career & Tech Ed) Norco College
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Huizar, Monica	From: Grants Administrative Specialist (Career & Tech Ed) Norco College
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	To: Administrative Assistant I (EOPS) – 47.5% Norco College
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Placement on 39-Month Reemployment List – Effective May 1, 2012

Huizar, Monica	Grants Administrative Specialist – 100%
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Subject: Classified Personnel

Date: March 20, 2012

8. Separation(s)

Board policy 7350 authorizes the Chancellor to officially accept the resignation of an employee and the Chancellor has accepted the following resignation(s).

It is recommended the Board of Trustees approve the resignation of the individual(s) listed below:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
McCarthy, Tara	Educational Advisor	04/15/12	Resignation
Mejia, Jesse	Facilities Utilization Specialist	02/29/12	Personal



Agenda Item (VI-A-3)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend that the Board of Trustees approve/ratify the other personnel actions

Background Narrative:

Riverside Community College District Board of Trustees, pursuant to Board policies and education code requirements, routinely makes other personnel appointments such as hiring of non-classified substitute, short-term, professional expert, and student employees. The attached list of other personnel actions are for the Board's approval/ratification.

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

Attachments:

[20120320_Other Personnel](#)

[20120320_Other Personnel_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: March 20, 2012

1. Substitute Assignments

Pursuant to Ed Code 88003, substitute assignments are made to allow the District time to recruit vacant positions or provide absence coverage. It is recommended that the Board of Trustees approve/confirm the substitute assignments as indicated on the attached list.

2. Short-term Positions

Pursuant to Ed Code 88003, a short-term employee is any person employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. It is recommended that the Board of Trustees approve/confirm the short-term positions as indicated on the attached list.

3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study

Pursuant to Ed Code 88003, full-time students employed part-time and part-time students employed part-time on work study are hired on an hourly, as needed basis. It is recommended that the Board of Trustees approve/confirm the student worker positions as indicated on the attached list.

4. Professional Experts

Pursuant to Ed Code 88003, a professional expert is any person employed on a temporary basis for a specific project, regardless of length of employment. It is recommended that the Board of Trustees approve/confirm the employment of professional experts as indicated on the attached list.

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE				
(None)				
NORCO COLLEGE				
(None)				
RIVERSIDE CITY COLLEGE				
Guevara, Reiner	Custodial Substitute	Facilities	03/01/12-06/30/12	\$15.45
Martinez, Edmund	Custodial Substitute	Facilities	03/01/12-06/30/12	\$15.45

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Torres, Vicky	Special Project Employee	Procurement Center	03/21/12-06/30/12	*\$0.00
MORENO VALLEY COLLEGE				
Bilton, Kyle	SI Leader	STEM	03/21/12-06/30/12	\$12.00
Pacheco, Emma	SI Leader	Basic Skills	03/21/12-06/30/12	\$12.00
Watson, Julia	SI Leader	STEM	03/21/12-06/30/12	\$12.00
NORCO COLLEGE				
Gomez, Martha	Tutor IV	TRIO	03/21/12-06/30/12	\$10.00
Olivas, Daisy	RN II	Health Services	03/21/12-06/30/12	\$37.00
Roman, Perla	Tutor IV	TRIO	03/21/12-06/30/12	\$10.00
Venegas, Vanessa	Tutor IV	TRIO	03/21/12-06/30/12	\$10.00
RIVERSIDE CITY COLLEGE				
Fausett, Kayla	Special Project Employee	Early Childhood Ed.	03/21/12-06/30/12	*\$0.00
Gonzalez, Salvador	SI Leader	Academic Support	03/21/12-06/30/12	\$12.00
Kirkland, Lynnece	Special Project Employee	Aux Bus Svcs	03/01/12-03/02/12	*\$0.00

*The amount paid for a Special Projects Employees is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

Backup Other Personnel
March 20, 2012
Page 1 of 3

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE				
Acurio, Carola	Student Worker I	Tutorial	02/28/12	\$ 8.25
Amor, Alexis	Student Worker V	Student Activities	03/07/12	\$ 13.25
Dean, Sunselurac	Student Worker II	CalWorks	02/28/12	\$ 10.00
Dennis, Tracey	Student Worker V	Student Activities	03/07/12	\$ 13.75
Dodd, Toya	Student Worker II	CalWorks	02/28/12	\$ 10.00
Freeman, Monisha	Student Worker II	CalWorks	02/28/12	\$ 10.00
Jumamil, Joan Mailene	Student Worker I	Tutorial	02/28/12	\$ 8.25
Le, Thu	Student Worker I	Tutorial	02/28/12	\$ 8.25
Munoz, Brenda	Student Worker II	CalWorks	02/28/12	\$ 10.00
Reyes, Nestor	Student Worker I	Tutorial	02/28/12	\$ 8.25
Ruiz, Diana	Student Worker I	ECE	03/07/12	\$ 8.25
Wang, Guannan	Student Worker I	Tutorial	02/28/12	\$ 8.25
NORCO COLLEGE				
Albert, Brad	Student Aide III	Title V	02/22/12	\$ 10.00
Carlson, Matthew	Student Aide III	Title V	02/29/12	\$ 10.00
Contreras, Daniel	Student Aide III	Communications	03/09/12	\$ 10.00
Enriquez, Dolores	Student Aide III	Title V	02/22/12	\$ 10.00
Feierabend, Trevor	Student Aide III	Title V	02/23/12	\$ 10.00
Gomez, Israel	Student Aide IV	Title V	02/28/12	\$ 12.00
Leonard, Bryan	Student Aide III	Title V	02/28/12	\$ 10.00
Newman, Chase	Student Aide I	Food Services	03/09/12	\$ 10.00
Phou, Emily	Student Aide III	Title V	02/24/12	\$ 10.00
Qadri, Susan	Student Aide I	Food Services	03/09/12	\$ 8.00
Rojas, Cristina	Student Aide III	Title V	02/24/12	\$ 10.00
Shultz, Clinton	Student Aide I	Food Services	02/22/12	\$ 8.00
Soroka, Martin	Student Aide III	Library	03/09/12	\$ 9.00
Susic, Amela	Student Aide III	BEIT	02/22/12	\$ 10.00
Tomey, Trevor	Student Aide III	Title V	02/22/12	\$ 10.00
Waterman, Eileen	Student Aide III	Title V	02/22/12	\$ 10.00
Worthen, Jennifer	Student Aide III	Title V	02/23/12	\$ 10.00
RIVERSIDE CITY COLLEGE				
Adams, Daniel	Student Aide I	Ctr for Comm Excellence	02/27/12	\$ 8.00
Fonseca, Brenda	Student Aide I	Facilities	02/21/12	\$ 8.00
Hernandez, Noel	Student Aide I	Food Services	03/06/12	\$ 8.00
Inglett, James	Student Aide I	PE / Pool	02/24/12	\$ 8.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

Backup Other Personnel
March 20, 2012
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RIVERSIDE CITY COLLEGE CONTINUED

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Isilar, Isilay	Student Aide II	Applied Tech / FTV	02/22/12	\$ 10.00
Johnson, Brooke	Student Aide I	DSPS	03/01/12	\$ 8.00
Khan, Masuda	Student Aide II	Math Learning Center	02/21/12	\$ 10.00
Kunhart, Aubrey	Student Aide I	Early Childhood Studies	02/21/12	\$ 8.00
Leal, Michaiiah	Student Aide I	Ctr for Comm Excellence	02/24/12	\$ 8.00
Liufau, Salapu	Student Aide I	Stdt Svcs / PE / Football	02/22/12	\$ 8.00
Lopez Espinoza, Miriam	Student Aide I	Math Learning Center	02/21/12	\$ 8.00
McNett, April	Student Aide V	Academic Support	03/08/12	\$ 12.00
Melendrez, Ronald	Student Aide III	Upward Bound	02/21/12	\$ 10.00
Molina, Henry	Student Aide IV	Math Learning Center	02/21/12	\$ 12.00
Sendejas, Ryan	Student Aide I	Facilities	02/22/12	\$ 8.00
		Fine and Performing Arts		
		/		
Smith, Roderic	Student Aide I	Music	02/29/12	\$ 8.00
Solorzano, Paul	Student Aide IV	Math Learning Center	02/21/12	\$ 12.00
Wells, Glories	Student Aide IV	Math Learning Center	02/21/12	\$ 12.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
AMERICA READS PROGRAM				
		JUSD / (Norco)		
Luevano, Priscilla	Student Aide III	Ina Arbuckle Elem	02/08/12	\$ 10.25
		MVUSD/ (MV)		
Russo, Catherine	Student Aide III	Virginia Puochot	02/27/12	\$ 10.00
		MVUSD/ (MV)		
Trujillo, Elizabeth	Student Aide III	Virginia Puochot	02/27/12	\$ 10.00
		MVUSD/ (MV)		
Salas, Lydia	Student Aide III	Virginia Puochot	02/27/12	\$ 10.00
AMERICA COUNTS PROGRAM				
		JUSD / (Norco)		
Luevano, Priscilla	Student Aide III	Ina Arbuckle Elem	02/08/12	\$ 10.25
COMMUNITY SERVICE PROGRAM				
		Riverside Transit Agency		
Arzola, Graciela	Student Aid III	(Norco)	03/09/12	\$ 10.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

Backup Other Personnel
March 20, 2012
Page 3 of 3

COMMUNITY SERVICE PROGRAM CONTINUED

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
		Greater Corona Hispanic Chamber of Commerce		
Mendoza, Alitza	Student Aide II	(Norco)	12/12/11	\$ 9.00
		Riverside Transit Agency		
Robinson, Veronica	Student Aide III	(Norco)	03/07/12	\$ 10.00

LITERACY PROGRAM

MORENO VALLEY COLLEGE

Aguilar, Ruben	Student Aide I	Assessment Center	02/23/12	\$ 9.00
Barnett, Sabrina	Student Aide I	Workforce Prep / ILP	02/22/12	\$ 8.00
Datu, Joseph	Student Aide I	SSS Grant	02/21/12	\$ 9.50
Davis, Chenoalani	Student Aide I	Workforce Prep / ILP	02/07/12	\$ 8.00
Elias, Karla	Student Aide I	Food Services	02/23/12	\$ 8.00
Hjelm, Raquel	Student Aide I	Counseling	02/14/12	\$ 8.00
Manalang, Maria	Student Aide I	Library	03/01/12	\$ 8.00
McCrary, DeAndrea	Student Aide I	Food Services	02/23/12	\$ 8.00
Mejia, Tania	Student Aide I	Library	03/07/12	\$ 8.00
Verma, Kimmi	Student Aide I	Food Services	02/23/12	\$ 8.00

NORCO COLLEGE

Ambriz, Aurora	Student Aide III	Upward Bound	02/08/12	\$ 10.00
Choy, Rebecca	Student Aide I	Student Activities	02/08/12	\$ 8.00
Hernandez, Jenevieve	Student Aide I	Financial Aid	02/08/12	\$ 8.00
McLean, Ebony	Student Aide I	Tutorial Services	11/30/11	\$ 9.00
Trajano, Derek	Student Aide I	Facilities	02/08/12	\$ 9.00
Vargas, Benjamin	Student Aide I	Student Activities	02/08/12	\$ 8.00

RIVERSIDE CITY COLLEGE

Davis, Florita	Student Aide II	HOME Room	03/08/12	\$ 9.00
Gathrite, Nicky	Student Aide I	PE / Football	03/07/12	\$ 8.00
Gess, Michael	Student Aide I	Study Abroad	02/24/12	\$ 8.50
Taua, Frazer	Student Aide I	PE / Football	02/21/12	\$ 8.00
Tuaau, Charles	Student Aide I	PE / Football	02/22/12	\$ 8.00
Vaca, Vanessa	Student Aide I	Culinary Academy	03/08/12	\$ 8.00

PROFESSIONAL EXPERTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE/ AMOUNT</u>
DISTRICT (None)				
MORENO VALLEY COLLEGE (None)				
NORCO COLLEGE (None)				
RIVERSIDE CITY COLLEGE				
Chua, Orestes	Building Access and Security Administration	Business Services	02/11/12 - 06/30/12	\$25.00/hr



Agenda Item (VI-B-1)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,063,083 and District Warrant Claims totaling \$7,181,027.

Background Narrative:

The attached Purchase Order and Warrant Report - All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$4,063,083 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 187350-189427) totaling \$7,181,027 have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Majd Askar, Purchasing Manager

Attachments:

[Purchase Order and Warrant Report \(February 2012\) - March 20, 2012](#)

Report of Purchases-All District Resources
 Purchases Over \$81,000
 2/01/12 thru 2/29/12

PO#	Department	Vendor	Description	Amount
C0003722	President - Riverside Campus	Ramona Munsell & Associates	Consulting Services	\$ 139,230
C0003725	Facilities, Planning, & Development	Inland Inspections & Consulting	Inspection Services	242,813
C0003726	Facilities, Planning, & Development	River City Testing	Testing Services	234,720
C0003727	Facilities, Planning, & Development	Padilla & Associates, Inc	Labor Compliance	153,830
C0003738	Facilities, Planning, & Development	J. M. Farnan Co., Inc	Culinary Arts/District Office Bid Award	174,500
C0003739	Facilities, Planning, & Development	Southern California West Coast Electric Inc	Culinary Arts/District Office Bid Award	173,647
C0003744	Facilities, Planning, & Development	LSX Construction	Alumni Carriage House Remodel Bid Award	82,500
C0003745	Facilities, Planning, & Development	Siemens Industry, Inc	Card Access and Security at Wheelock Gym Bid Award	157,000
C0003750	HHPS	Riverside County Regional Medical Center	Reimbursement for Physician Assistants	145,020
P0031700	Facilities	Advanced Exercise Equipment, Inc.	Wheelock Gym Equipment LAUSD Award	128,581
P0031704	Facilities	Tangram	Wheelock Gym Furniture Cal State Award	102,846
P0032092	Facilities - Norco	Spinitar	Norco AV Intergration CMAS Award	146,314
<u>Additions to Approved/Ratify Purchase Orders of \$81,000 and Over</u>				
C0001631	Academy / Criminal Services	Riverside County	Facilities Rental	509,930
			Total	<u>\$ 2,390,931</u>
<u>All Purchase Orders, Contracts, and Additions for the Period 02/01/12 - 02/29/12</u>				
			Contracts- C3720 - C3751	\$ 618,437
			Contract Additions- C1631 - C3679	
			Purchase Orders- P31698 - P32157	825,252
			Purchase Order Additions- P29629 - P31639	
			Blanket Purchase Orders- B9715 - B9748	228,463
			Blanket Purchase Order Additions- B8413 - B9708	
			Total	<u>\$ 1,672,152</u>
			Grand Total	<u><u>\$ 4,063,083</u></u>



Agenda Item (VI-B-2-a)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-2-a)
Subject	Budget Adjustments
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the budget transfers as presented.

Background Narrative:

The 2011-12 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. The attached budget transfers have been requested and unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000).

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[Budget Adjustments - March 20, 2012](#)

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to provide foster youth incentives. (Fund 12, Resource 1190)		
From: Riverside Co. Pre-Emancipation	Instructional Supplies	\$ 366
	Tests	400
To: Riverside Co. Pre-Emancipation	Other Services	\$ 766
R2. Transfer to reallocate the Riverside County Post-Emancipation grant budget. (Fund 12, Resource 1190)		
From: Riverside Co. Post-Emancipation	Instructional Supplies	\$ 6,000
	Supplies	1,500
To: Riverside Co. Post-Emancipation	Meeting Expenses	\$ 2,152
	Travel Expenses	1,728
	Other Services	3,620
R3. Transfer to provide for a special project.		
From: Vice President Student Services	Administrative Contingency	\$ 3,387
To: Vice President Student Services	Academic Special Project	\$ 3,000
	Employee Benefits	387
R4. Transfer to provide for student help.		
From: Art Gallery	Reference Books	\$ 199
	Periodicals/Magazines	178
	Copying and Printing	382
	Postage	1,800
To: Art Gallery	Student Help – Non-Instr	\$ 2,519
	Employee Benefits	40

Budget Adjustments
 March 20, 2012

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
R5.	Transfer to provide for a special project and student help.		
	From: Academic Affairs	Administrative Contingency	\$ 5,564
	To: Academic Affairs	Academic Special Project	\$ 500
		Employee Benefits	65
	Counseling	Student Help – Non-Instr	4,922
		Employee Benefits	77
R6.	Transfer to provide for permanent part-time salaries. (Fund12, Resource 1190)		
	From: Basic Skills/ESL 2010/2011	Supplies	\$ 944
		Employee Benefits	791
	To: Basic Skills/ESL 2010/2011	Classified Perm PT	\$ 1,735
R7.	Transfer to provide for student help. (Fund 12, Resource 1190)		
	From: Basic Skills/ESL 2011/2012	Other Services	\$ 7,679
	To: Basic Skills/ESL 2011/2012	Student Help - Instructional	\$ 7,560
		Employee Benefits	119
R8.	Transfer to purchase projectors, scanners and a printer.		
	From: Career and Technical Education	Administrative Contingency	\$ 4,958
	To: Career and Technical Education	Equipment	\$ 281
	Information Systems and Technology	Equipment	4,677
R9.	Transfer to purchase student chairs.		
	From: President’s Office	Administrative Contingency	\$ 3,833
	To: DSPS	Equipment	\$ 3,833

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R10. Transfer to provide for travel.		
From: Honors Program	Supplies	\$ 700
To: Honors Program	Conferences	\$ 700
R11. Transfer to purchase instructional supplies.		
From: Behavioral Sciences	Student Help – Non-Instr	\$ 28
To: Behavioral Sciences	Instructional Supplies	\$ 28
R12. Transfer to purchase laptop computers.		
From: Economics, Geography, & Poli Sci	Student Help – Non-Instr Employee Benefits	\$ 3,934 62
To: Model United Nations	Equipment	\$ 3,996
R13. Transfer to purchase computers.		
From: Information Systems & Technology	Student Help - Instructional Employee Benefits Instructional Supplies Copying and Printing Memberships	\$ 3,000 47 2,605 198 448
To: Information Systems & Technology	Equipment	\$ 6,298
R14. Transfer to provide for permanent part-time salaries.		
From: Early Childhood Studies–Learnng Ctr	Academic Special Project Copying and Printing	\$ 183 1,500
To: Early Childhood Studies-Learnng Ctr	Classified Perm PT Employee Benefits	\$ 950 733

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R15. Transfer to provide for conferences. (Fund12, Resource 1190)		
From: Student Financial Services	Supplies	\$ 2,360
To: Student Financial Services	Conferences	\$ 2,360
R16. Transfer to provide for lecturers.		
From: Student Equity Program	Copying and Printing	\$ 680
To: Student Equity Program	Lecturers	\$ 680
R17. Transfer to provide for live captioning services and travel. (Fund12, Resource 1190)		
From: DSPS	Supplies	\$ 1,235
To: DSPS	Conferences	\$ 360
	Other Services	875
<u>Norco</u>		
N1. Transfer to provide for supplies.		
From: Business Operations	Cellular Telephone	\$ 200
	Comp Software Maint/Lic	500
To: Business Operations	Supplies	\$ 700
N2. Transfer to reallocate the Basic Skills grant budget. (Fund 12, Resource 1190)		
From: Basic Skills	Copying and Printing	\$ 90
	Supplies	4,777
To: Basic Skills	Conferences	\$ 590
	Comp Software Maint/Lic	4,277

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N3. Transfer to reallocate the Perkins Title 1C grant budget. (Fund 12, Resource 1190)		
From: CTE – Perkins 1C	Mileage	\$ 800
To: CTE Perkins 1C	Copying and Printing	\$ 400
	Food	350
	Supplies	50
N4. Transfer to provide for membership fees.		
From: President	Student Help Non-Instr.	\$ 4,816
To: President	Memberships	\$ 4,816
N5. Transfer to provide for supplies.		
From: Dean of Instruction - Honors	Academic Special Project	\$ 100
To: Dean of Instruction - Honors	Supplies	\$ 100
N6. Transfer to provide for repair services.		
From: Physical and Life Sciences	Instructional Supplies	\$ 1,152
To: Physical and Life Sciences	Repairs	\$ 1,152
N7. Transfer to provide for supplies and an office chair.		
From: Library	Student Help – Non-Instr	\$ 3,395
To: Library	Supplies	\$ 3,000
	Equipment	395

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N8. Transfer to provide for supplies.		
From: Student Financial Services	Classified Substitute	\$ 7,328
To: Student Financial Services	Supplies	\$ 7,328
N9. Transfer to provide for repairs. (Fund12, Resource 1190)		
From: Student Financial Services	Supplies	\$ 872
To: Student Financial Services	Repairs	\$ 872
<u>Moreno Valley</u>		
M1. Transfer to provide for student help. (Fund 12, Resource 1190)		
From: Workforce Prep - CalWORKs	Other Services	\$ 22,160
To: Workforce Prep - CalWORKs	Student Help – Non Instr	\$ 22,160
M2. Transfer to purchase a gas leak detector and provide for repairs.		
From: Facilities	Grounds/Garden Supplies	\$ 5,280
To: Facilities	Equipment	\$ 280
	Repairs	5,000
M3. Transfer to purchase desks. (Fund 12, Resource 1190)		
From: WIA Allied Health Prg Expansion	Comp Software Maint/Lic	\$ 1,188
	Instructional Supplies	8,903
To: WIA Allied Health Prg Expansion	Equipment	\$ 10,091

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M4. Transfer to purchase computer equipment. (Fund 12, Resource 1190)		
From: SSS TRIO – MVC	Classified FT	\$ 1,187
To: SSS TRIO - MVC	Equipment	\$ 1,187
M5. Transfer to reallocate the Title V Hispanic Serving Institutions program budget. (Fund 12, Resource 1190)		
From: Title V – HSI	Academic FT Administrator	\$ 11,126
	Classified FT Administrator	12,160
	Classified FT	4,461
To: Title V - HSI	Instructional Supplies	\$ 3,000
	Food	2,500
	Lecturers	20,296
	Mileage	264
	Meeting Expenses	1,209
	Conferences	478
M6. Transfer to purchase office supplies.		
From: President	Advertising	\$ 2,500
To: President	Supplies	\$ 2,500
M7. Transfer to provide for a conference.		
From: Dean of Instruction	Supplies	\$ 500
To: Dean of Instruction	Conferences	\$ 500
M8. Transfer to purchase fitness equipment.		
From: Public Safety Education & Training	Instructional Supplies	\$ 1,050
To: Public Safety Education & Training	Equipment	\$ 1,050

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M9. Transfer to provide for repairs.		
From: Early Childhood Studies	Instructional Supplies	\$ 323
To: Early Childhood Studies	Repairs	\$ 323
M10. Transfer to provide for conferences. (Fund 12, Resource 1190)		
From: Student Financial Services	Academic FT Non-Instr	\$ 9,434
To: Student Financial Services	Conferences	\$ 9,434
M11. Transfer to purchase office supplies.		
From: Disabled Student Services	Conferences	\$ 657
To: Disabled Student Services	Supplies	\$ 657
M12. Transfer to purchase tests and captioning services. (Fund 12, Resource 1190)		
From: Disabled Student Services	Academic FT Non-Instr	\$ 1,500
	Short-Term Temporary	1,000
	Student Help – Instructional	1,000
To: Disabled Student Services	Tests	\$ 800
	Other Services	2,700
M13. Transfer to provide for network reconfiguration.		
From: Student Services	Administrative Contingency	\$ 685
To: Student Services	Fixtures & Fixed Equipment	\$ 685

Budget Adjustments
 March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M14. Transfer to provide for a conference. (Fund 12, Resource 1190)		
From: Matriculation	Academic Special Project	\$ 1,500
To: Matriculation	Conferences	\$ 1,500
 <u>District Office and District Support Services</u>		
D1. Transfer to provide for permanent part-time salaries.		
From: Administrative Support Center	Postage	\$ 2,431
To: Administrative Support Center	Classified Perm PT	\$ 2,431
 D2. Transfer to provide for advertising and student help.		
From: Strategic Communication & Relations	Copying and Printing	\$ 20,000
To: Strategic Communication & Relations	Advertising	\$ 18,900
RCCD Foundation	Student Help – Non-Instr	1,100
 D3. Transfer to provide custodial supplies for the new Nursing and Sciences building.		
From: Administration and Finance	Other Services	\$ 20,000
To: Riverside - Facilities	Custodial Supplies	\$ 20,000
 D4. Transfer to reallocate the CTE Community Collaborative Supplement grant budget. (Fund 12, Resource 1190)		
From: CTE - Supplemental	Comp Software Maint/Lic Equipment	\$ 8,588 2,700
To: CTE - Supplemental	Academic Special Project Employee Benefits	\$ 10,000 1,288

Budget Adjustments
March 20, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D5. Transfer to reallocate the CTE Perkins Regional Consortia grant budget. (Fund 12, Resource 1190)		
From: CTE - Perkins	Conferences	\$ 508
To: CTE - Perkins	Student Help Non-Instr. Employee Benefits	\$ 500 8



Agenda Item (VI-B-3-a)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-a)
Subject	Resolution No. 31-11/12 - 2011-2012 Moreno Valley College Public Safety Education and Training, Fire Technology Program - State Fire Marshal Certificate Fees
College/District	District
Funding	Fund 11, Resource 1000
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$60,300 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Background Narrative:

The Riverside Community College District has received additional funding for the 2011-2012 Moreno Valley College Public Safety Education and Training (PSET), Fire Technology Program in the amount of \$60,300 from State Fire Marshal certificate fees that are collected from students taking classes to earn Fire Officer and Chief Officer certificates.

Formerly, PSET had an instructional agreement with the Riverside County Training Officers' Association (RCTOA), in which RCTOA would collect these fees from the students and then pay the State Fire Marshal's Office directly for the certificates. In the current fiscal year, the District has assumed responsibility for collecting the certificate fees from students.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[Resolution No. 31-11/12 - MVC Public Safety Ed and Training, Fire Tech - March 20, 2012](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 31-11/12

2011-2012 Moreno Valley College Public Safety Education and Training, Fire Technology
Program - State Fire Marshal Certificate Fees

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$60,300 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 20, 2012.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 31-11/12

2011-2012 Moreno Valley College Public Safety Education and Training, Fire
 Technology Program - State Fire Marshal Certificate Fees

Year	County	District	Date	Fund
12	33	07	3/20/2012	11

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
11	000	1000	0	0000	0565	8889	60,300 00	REVENUE
								EXPENDITURES
11	FTA	1000	0	2133	5565	5790	60,300 00	Other Fees
							60,300 00	TOTAL INCOME
							60,300 00	TOTAL EXPENDITURES



Agenda Item (VI-B-3-b)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-b)
Subject	Resolution No. 32-11/12 - 2011-2012 Youth Entrepreneurship Program - Riverside City College
College/District	District
Funding	Fund 12, Resource 1190
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$10,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Background Narrative:

The Riverside Community College District has received funding for the 2011-2012 Youth Entrepreneurship Program - Riverside City College in the amount of \$10,000 from Rancho Santiago Community College District. The funds will be used for salaries, benefits, computer software, and other operational expenses of the program.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[Resolution No. 32-11/12 - Youth Entrepreneurship Program - March 20, 2012](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 32-11/12

2011-2012 Youth Entrepreneurship Program - Riverside City College

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$10,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 20, 2012.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 32-11/12

2011-2012 Youth Entrepreneurship Program - Riverside City College

Year	County	District	Date	Fund
12	33	07	3/20/2012	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0215	8659	10,000 00	REVENUE
								EXPENDITURES
12	DJC	1190	0	6010	4215	1490	5,000 00	Acad Special Project
12	DJC	1190	0	6010	4215	3130	412 00	Employee Benefits
12	DJC	1190	0	6010	4215	3335	73 00	
12	DJC	1190	0	6010	4215	3530	80 00	
12	DJC	1190	0	6010	4215	3630	79 00	↓
12	DJC	1190	0	6010	4215	4590	350 00	Office and Other Supplies
12	DJC	1190	0	6010	4215	4710	356 00	Food
12	DJC	1190	0	6010	4215	5120	300 00	Lecturers
12	DJC	1190	0	6010	4215	5740	600 00	Advertising
12	DJC	1190	0	6010	4215	5910	500 00	Indirect Admin Costs
12	DJC	1190	0	6010	4215	6485	2,250 00	Comp Equip Addl \$200-\$4999
							10,000 00	TOTAL INCOME
							10,000 00	TOTAL EXPENDITURES



Agenda Item (VI-B-5-a)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-a)
Subject	Bid Awards for the Norco College Operations Center – Trade Categories 1-19
College/District	District
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees award the Norco College Operations Center trade category bids 1-19, for the total bid amount of \$7,214,389 to the contractors listed on the attached and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements.

Background Narrative:

On January 26, 2012 and February 23, 2012 (Category #19 Electrical only), the District received bids in response to an Invitation for Bid solicitation for the Norco College Operations Center. See the attached Lowest Responsive and Responsible Bidder list summary and the related detailed list of Bid Results.

References for all listed contractors were checked by District staff and found to be satisfactory.

Prepared By: Debbie DiThomas, Interim President, Norco College
Jim Buysse, Vice Chancellor, Administration & Finance
Michael Stephens, Director, Construction
Majd Askar, Purchasing Manager

Attachments:

[Lowest Responsive and Responsible Bidders - Norco College Operations Center - March 20, 2012](#)
[Bid Results - Norco College Operations Center - March 20, 2012](#)

Bid No. 2011/12-17 - Trade Category #01 - Earthwork

Prime Contractor	City	Base Bid
Fata Construction	Riverside	Withdrew bid due to clerical error
McKenna General Engineering	Corona	\$ 373,000
Southern California Grading, Inc.	Irvine	\$ 395,000
Doja Inc.	Ontario	\$ 407,000
Pro-Craft Construction Inc.	Yucaipa	\$ 469,000
AmteK Construction	Whittier	\$ 526,706
Sean Malek Engineering & Construction	Temecula	\$ 545,000

Bid No. 2011/12-18 - Trade Category #02 - Building & Site Concrete

Prime Contractor	City	Base Bid
GDA Incorporated	Yucaipa	\$ 919,800
JBH Structural Concrete	Murrieta	\$ 999,480
Jt Wimsatt Concrete	Valencia	\$ 1,068,000
K.A.R. Construction, Inc.	Ontario	\$ 1,187,000
Bravo Concrete	Riverside	\$ 1,239,000
W.D. Gott Construction Company	Upland	\$ 1,300,000
Bomel Construction	Anaheim	\$ 1,448,022

Bid No. 2011/12-19 - Trade Category #03 - Masonry

Prime Contractor	City	Base Bid
Bledsoe Masonry	Riverside	\$ 558,000
Cornerstone Masonry	Sun Valley	\$ 593,864
Winegardner Masonry, Inc.	Yucaipa	\$ 614,409
Kretschmar & Smith, Inc.	Riverside	\$ 621,370
Industrial Masonry Inc.	Norco	\$ 673,000

Bid No. 2011/12-20 - Trade Category #04 - Structural & Misc. Steel

Prime Contractor	City	Base Bid
Anderson Charnesky Structural Steel, Inc.	Beaumont	\$ 725,000
Columbia Steel, Inc.	Rialto	\$ 856,184
Allied Steel Co., Inc.	Riverside	\$ 1,080,000

Bid No. 2011/12-21 - Trade Category #05 - Casework

Prime Contractor	City	Base Bid
Stolo Cabinets	Brea	Withdrew bid due to clerical error
K&Z Cabinets Co. Inc.	Ontario	\$ 34,593
Roy E. Whitehead	Riverside	\$ 39,144
Westmark Products	San Jose	\$ 39,748
ISEC, INC	Cypress	\$ 69,454

Bid No. 2011/12-22 - Trade Category #06 - Roofing

Prime Contractor	City	Base Bid
Letner Roofing Co.	Orange	\$ 135,000
Pacific Builders (WSP)	Fontana	\$ 143,788
Troyer Contracting	Santa Fe Springs	\$ 146,099
Commercial Roofing Systems, Inc.	Arcadia	\$ 146,108
Best Contracting Services	Gardena	\$ 148,390
Courtney	Irvine	\$ 149,236
Vance & Associates Roofing, Inc.	Anaheim	\$ 181,802

Bid No. 2011/12-23 - Trade Category #07 - Sheet Metal & Trim

Prime Contractor	City	Base Bid
RB Sheet Metal, Inc	Mentone	\$ 378,000
Best Contracting Services	Gardena	\$ 379,750
Denny Letner	Orange	\$ 554,000

Bid No. 2011/12-24 - Trade Category #08 - Doors, Frames, & Hardware

Prime Contractor	City	Base Bid
Southwest Door & Frame	Chino	\$ 101,625
Whitehead Construction	Riverside	\$ 108,000
McKernan Construction	Redlands	\$ 114,740
Roy E. Whitehead	Riverside	\$ 134,900
ISEC, INC	Cypress	\$ 179,927

Bid No. 2011/12-25 - Trade Category #09 - Glazing

Prime Contractor	City	Base Bid
Queen City Glass Co.	Palm Springs	\$ 171,980
Whitehead	Riverside	\$ 178,000
Perfection Glass	Lake Elsinore	\$ 181,600
Tandem West Glass Inc.	Indio	\$ 191,849
Best Contracting Services	Gardena	\$ 216,660

Bid No. 2011/12-26 - Trade Category #10 - Metal Stud/Drywall

Prime Contractor	City	Base Bid
Church & Larson Inc.	Azusa	Withdrew bid due to clerical error
Superior Drywall Systems, Inc.	Fullerton	\$ 299,500
Platinum Construction	Stanton	\$ 324,000
Caston Inc.	San Bernardino	\$ 358,585
Sierra Lathing Company, Inc.	Rialto	\$ 365,100
Alma	Colton	\$ 470,000
AJ Fistes Corp.	Long Beach	\$ 486,700
Spectra Wall Systems	Azusa	\$ 530,000

Bid No. 2011/12-27 - Trade Category #11 - Ceramic Tile

Prime Contractor	City	Base Bid
Inland Pacific Tile	San Bernardino	\$ 68,400
Tile Trends (T.T. Commercial Inc.)	Oxnard	\$ 87,750
Continental Marble & Tile	Corona	\$ 88,731
ProSpectra Contact Flooring	Cerritos	\$ 96,100

Bid No. 2011/12-28 - Trade Category #12 - Acoustical Treatments & Ceilings

Prime Contractor	City	Base Bid
K.D. Acoustics	Riverside	\$ 27,501
Elljay Acoustics, Inc.	Placentia	\$ 33,647
Preferred Ceilings, Inc.	Brea	\$ 34,000
Southcoast Acoustical Interiors, Inc	Fontana	\$ 38,800

Bid No. 2011/12-29 - Trade Category #13 - Flooring

Prime Contractor	City	Base Bid
Riccardi Floor Covering	Ontario	\$ 31,000
Donald M. Hoover Company	Fontana	\$ 31,990
Pro Spectra	Cerritos	\$ 32,900
Continental Flooring	Rancho Cucamonga	\$ 34,126
Floor Tech America	Pomona	\$ 34,861
Mike`s Custom Flooring	Redlands	\$ 35,500

Bid No. 2011/12-30 - Trade Category #14 - Painting		
Prime Contractor	City	Base Bid
MC Painting	Vista	\$ 49,000
DJM Painting	Anaheim	\$ 66,000
AJ Fistes Corp.	Long Beach	\$ 68,500
Painting & Décor	Orange	\$ 69,700
Triumph Painting	Riverside	\$ 70,800
Cramer Painting Inc	Montclair	\$ 75,200
Borbon, Inc.	Buena Park	\$ 78,000
Fix Painting	Woodland Hills	\$ 99,900
C T Georgiou Painting Co.	Wilmington	\$ 104,477
Bid No. 2011/12-31 - Trade Category #15 - Specialties		
Prime Contractor	City	Base Bid +/- Alternate
Inland Building Companies	San Bernardino	\$726,600 - 190,000 = \$536,600
ISEC, INC	Cypress	Deemed non-responsive
Bid No. 2011/12-32 - Trade Category #16 - Plumbing		
Prime Contractor	City	Base Bid
Kincaid Industries, Inc.	Thousand Palms	\$ 301,000
J.M. Farnan	La Verne	\$ 415,000
Pro-Craft Construction Inc.	Yucaipa	\$ 532,000
Fischer, Inc.	San Bernardino	\$ 578,000
Inland Mechanical	Lake Elsinore	\$ 627,000
Verne's Plumbing	Buena Park	\$ 645,000
Bid No. 2011/12-33 - Trade Category #17 - Fire Protection		
Prime Contractor	City	Base Bid
First Responder	Simi Valley	\$ 70,440
Fischer, Inc.	San Bernardino	\$ 110,000
Summit Fire Protection	Redlands	\$ 118,500
Kincaid	Thousand Palms	\$ 121,000
Daart Engineering Company, Inc.	San Bernardino	\$ 133,060
Bradshaw Engineering Corporation	Santee	\$ 209,900
Bid No. 2011/12-34 - Trade Category #18 - HVAC		
Prime Contractor	City	Base Bid
West Tech Mechanical	Montclair	\$ 535,950
Aire Masters A/C	Santa Fe Springs	\$ 689,000
Couts Heating & Cooling	Corona	\$ 689,000
ACH Mechanical	Redlands	\$ 739,000
Air- Ex	Pomona	\$ 747,000
HPL Mechanical, Inc.	Santa Ana	\$ 769,937
RAN Enterprises, Inc.	Huntington Beach	\$ 789,000
Bid No. 2011/12-35 - Trade Category #19 - Electrical		
Prime Contractor	City	Base Bid
Mike Cox Electric	San Bernardino	\$ 1,898,000
MDE Group	Riverside	\$ 1,999,000
RIS	Riverside	\$ 2,129,000
Performance Electric	Apple Valley	\$ 2,305,808
M. Wilson	La Verne	\$ 2,404,000
ESSCO	Pasadena	\$ 2,646,000
Enterprise Electric	Temecula	\$ 2,709,000

Lowest Responsive and Responsible Bidders
Norco College Operations Center - Trade Categories 1-19
March 20, 2012

<u>Trade Category</u>	<u>Company Name</u>	<u>Business Location</u>	<u>Total Bid Amount</u>
01 - Earthwork	McKenna General Engineering	Corona	\$ 373,000
02 - Building & Site Concrete	GDA Inc.	Yucaipa	919,800
03 - Masonry	Bledsoe Masonry	Riverside	558,000
04 - Structural & Misc. Steel	ACSS, Inc.	Beaumont	725,000
05 - Casework	K&Z Cabinets Co. Inc.	Ontario	34,593
06 - Roofing	Letner Roofing Co.	Orange	135,000
07 - Sheet Metal and Trim	RB Sheet Metal, Inc	Mentone	378,000
08 - Doors, Frames, Hardware	Southwest Door & Frame	Chino	101,625
09 - Glazing	Queen City Glass Co.	Palm Springs	171,980
10 - Metal Stud/Drywall	Superior Drywall Systems, Inc.	Fullerton	299,500
11 - Ceramic Tile	Inland Pacific Tile	San Bernardino	68,400
12 - Acoustical Treatments & Ceilings	K.D. Acoustics	Riverside	27,501
13 - Flooring	Riccardi Floor Covering	Ontario	31,000
14 - Painting	MC Painting	Vista	49,000
15 - Specialties	Inland Building Companies	San Bernardino	536,600
16 - Plumbing	Kincaid Industries, Inc.	Thousand Palms	301,000
17 - Fire Protection	First Responder	Simi Valley	70,440
18 - HVAC	West Tech Mechanical	Montclair	535,950
19 - Electrical	Mike Cox Electric	San Bernardino	<u>1,898,000</u>
		Total	\$ <u>7,214,389</u>



Agenda Item (VI-B-5-b)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-b)
Subject	Bid Awards for the Moreno Valley College Phase III Student Academic Services Facility - Trade Categories 2-21
College/District	District
Funding	Measure C and State Construction Act Funds
Recommended Action	It is recommended that the Board of Trustees award the Moreno Valley College Phase III Student Academic Services Facility trade category bids 2-21, for the total bid amount of \$12,824,339 to the contractors listed on the attached and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements, contingent upon State approval of the bids.

Background Narrative:

On February 22, 2012, the District received bids in response to an Invitation for Bid solicitation for the Moreno Valley College Phase III Student Academic Services Facility. See the attached Lowest Responsive and Responsible Bidder list summary and the related detailed list of Bid Results.

References for all listed contractors were checked by District staff and found to be satisfactory.

Prepared By: Tom Harris, Acting President, Moreno Valley College
Jim Buysse, Vice Chancellor, Administration & Finance
Bart Doering, Director, Construction
Majd Askar, Purchasing Manager

Attachments:

[Lowest Responsive and Responsible Bidders - MVC Phase III Student Academic Services Facility - March 20, 2012](#)
[Bid Results - MVC Phase III Student Academic Services Facility - March 20, 2012](#)

Bid Opening: February 22, 2012 at 2:00 pm

Bid No. 2011/12-37 - Trade Category #02 - SWPPP, Fencing, Demo & Earthwork

Prime Contractor	City		Base Bid
Fata Construction	Riverside	\$	228,000
McKenna General Engineering, Inc.	Corona	\$	261,068
Dependable Grading	Moreno Valley	\$	275,000
DOJA, Inc.	Ontario	\$	354,000
Salsbury Engineering, Inc.	Anaheim	\$	836,700

Bid No. 2011/12-38 - Trade Category #03 - Site Concrete & AC Paving

Prime Contractor	City		Base Bid
Fata Construction	Riverside	\$	284,000

Bid No. 2011/12-39 - Trade Category #04 - Landscape, Irrigation & Site Furnishings

Prime Contractor	City		Base Bid
FYR Landscaping dba Pierre Sprinkler & Landscape	Monrovia	\$	219,898
Southern California Landscape, Inc.	Fontana	\$	244,700

Bid No. 2011/12-40 - Trade Category #05 - Structural Concrete

Prime Contractor	City		Base Bid
JT Wimsatt Contracting Company, Inc.	Valencia	\$	681,300
K.A.R. Construction, Inc.	Ontario	\$	763,000
Coan Construction Company, Inc.	Pomona	\$	813,000
Alliance Builders, Inc.	Glendale	\$	1,220,000

Bid No. 2011/12-41 - Trade Category #06 - Structural Steel, Misc Metals & Decking

Prime Contractor	City		Base Bid
Columbia Steel, Inc.	Rialto	\$	2,032,333
Anderson Charnesky Structural Steel, Inc.	Beaumont	\$	2,217,169
RND Contractors, Inc.	Fontana	\$	2,335,910

Bid No. 2011/12-42 - Trade Category #07 - Finish Carpentry & Countertops

Prime Contractor	City		Base Bid
Stolo Cabinets, Inc.	Brea	\$	127,300
Roy E. Whitehead, Inc.	Riverside	\$	143,000

Bid No. 2011/12-43 - Trade Category #08 - Flashing, Sheet Metal & Metal Panels

Prime Contractor	City		Base Bid
Best Contracting Services, Inc.	Gardena	\$	547,900
Action Sheet Metal, Inc.	Los Angeles	\$	637,500
Danny Letner Inc. dba Letner Roofing Co.	Orange	\$	1,148,000

Bid No. 2011/12-44 - Trade Category #09 - Roofing & Waterproofing

Prime Contractor	City		Base Bid
Chapman Coast Roof Co., Inc.	Fullerton	\$	248,664
Commercial & Industrial Roofing, Co., Inc.	Spring Valley	\$	256,447
Best Contracting Services, Inc.	Gardena	\$	272,965
Chambers Inc. dba Roof Construction	Escondido	\$	294,952
Vance & Associates Roofing, Inc.	Anaheim	\$	396,598
Troyer Contracting Company, Inc.	Santa Fe Springs	\$	458,155

Bid No. 2011/12-45 - Trade Category #10 - Doors, Frames & Hardware

Prime Contractor	City		Base Bid
Whitehead Construction, Inc.	Riverside	\$	198,000
Roy E. Whitehead, Inc.	Riverside	\$	233,200
Abba Distributors dba Design Hardware	Los Angeles	\$	256,641
Montgomery Hardware Co.	Rancho Cucamonga	\$	259,710
McKernan Construction	Redlands	\$	269,500
G&G Door Products, Inc.	Buena Park	\$	289,875
Johnson, Finch & McClure Construction, Inc.	Lakeside	\$	291,558

Bid Opening: February 22, 2012 at 2:00 pm

Bid No. 2011/12-46 - Trade Category #11 - Storefront, Windows & Glazing

Prime Contractor	City		Base Bid
Roy E. Whitehead, Inc.	Riverside	\$	1,415,000
Perfection Glass, Inc.	Lake Elsinore	\$	1,638,000
Huntington Glazing, Inc.	Los Angeles	\$	1,723,286
Best Contracting Services, Inc.	Gardena	\$	1,846,905

Bid No. 2011/12-47 - Trade Category #12 - Drywall, Framing, Plaster & Final Clean

Prime Contractor	City		Base Bid
Berger Bros, Inc.	Azusa	\$	1,432,154
Sierra Lathing Company, Inc.	Rialto	\$	1,473,500
Mowery-Thomason, Inc.	Anaheim	\$	1,507,795
Caston, Inc.	San Bernardino	\$	1,705,585
Nevell Group, Inc.	Brea	\$	1,844,500
Superior Wall Systems, Inc.	Fullerton	\$	2,023,875
Standard Drywall, Inc.	Corona	\$	2,091,544

Bid No. 2011/12-48 - Trade Category #13 - Flooring & Tile

Prime Contractor	City		Base Bid
Floor Tech America	Pomona	\$	203,351 (withdrew)
Pro Installations, Inc. dba ProSpectra Contract Flooring	San Diego	\$	266,850
Continental Flooring, Inc.	Rancho Cucamonga	\$	311,126
Mike's Custom Flooring, Inc.	Redlands	\$	330,500
Donald M. Hoover Company	Fontana	\$	357,915
Commercial Interior Resources, Inc.	Irvine	\$	567,247

Bid No. 2011/12-49 - Trade Category #14 - Acoustical Ceilings

Prime Contractor	City		Base Bid
Commercial Interiors Acoustics Inc.	North Hollywood	\$	197,146
Southcoast Acoustical Interiors, Inc.	Fontana	\$	199,400
Cochran Interiors, Inc.	Arcadia	\$	210,577
Alert Insulation Co.	La Puente	\$	211,900
Excel Acoustics	Corona	\$	219,965
Elljay Acoustics, Inc.	Placentia	\$	238,647
Preferred Ceilings, Inc.	Brea	\$	243,500
Sound Control Company	Valencia	\$	261,519

Bid No. 2011/12-50 - Trade Category #15 - Painting

Prime Contractor	City		Base Bid
Western Painting & Wallcovering, Inc.	Monrovia	\$	129,439
A.J. Fistes Corporation	Long Beach	\$	139,687
Fix Painting Company	Woodland Hills	\$	157,000
C.T. Georgiou Painting Co.	Wilmington	\$	162,000
Tony Painting	Garden Grove	\$	167,400
Cramer Painting, Inc.	Montclair	\$	168,000
Borbon Incorporated	Buena Park	\$	187,000

Bid No. 2011/12-51 - Trade Category #16 - Misc. Specialties

Prime Contractor	City		Base Bid
ISEC, Inc.	Cypress	\$	249,997
Inland Building Construction Companies, Inc.	San Bernardino	\$	321,000
A.J. Fistes Corporation	Long Beach	\$	682,924

Bid No. 2011/12-52 - Trade Category #17 - Elevators

Prime Contractor	City		Base Bid
Inland Building Construction Companies, Inc.	San Bernardino	\$	153,000

Bid Opening: February 22, 2012 at 2:00 pm

Bid No. 2011/12-53 - Trade Category #18 - Fire Sprinklers

Prime Contractor	City		Base Bid
Daart Engineering Company, Inc.	San Bernardino	\$	168,600
Qualco Fire Protection Inc.	Santa Fe Springs	\$	174,300
Cosco Fire Protection, Inc.	Brea	\$	183,928
Fischer, Inc.	San Bernardino	\$	277,000

Bid No. 2011/12-54 - Trade Category #19 - Plumbing, Underground & Storm Drain

Prime Contractor	City		Base Bid
Kincaid Industries, Inc.	Thousand Palms	\$	628,000
Verne's Plumbing, Inc.	Buena Park	\$	684,500
Pro-Craft Construction, Inc.	Redlands	\$	717,717
Inland Mechanical Construction, Inc.	Lake Elsinore	\$	827,000
Fischer, Inc.	San Bernardino	\$	1,100,000

Bid No. 2011/12-55 - Trade Category #20 - Mechanical

Prime Contractor	City		Base Bid
West-Tech Mechanical, Inc.	Montclair	\$	1,444,950
Couts Heating & Cooling, Inc.	Corona	\$	1,557,000
Air-Tec, A Division of Claydonn Enterprises, Inc.	Carson	\$	1,574,800
Air Flow Mechanical	Walnut	\$	1,595,000
Scorpio Enterprises dba AireMasters Air Conditioning	Santa Fe Springs	\$	1,630,000
Ran Enterprises, Inc.	Huntington Beach	\$	1,649,000
Air-Ex Air Conditioning, Inc.	Pomona	\$	1,690,000
ACH Mechanical Contractors, Inc.	Redlands	\$	1,753,000
Circulating Air, Inc.	North Hollywood	\$	1,799,000
Athena Engineering, Inc.	San Dimas	\$	2,130,100

Bid No. 2011/12-56 - Trade Category #21 - Electrical

Prime Contractor	City		Base Bid
T. Lindsay, Inc. dba Performance Electric	Apple Valley	\$	2,171,808
Zolman Construction and Development, Inc.	Irvine	\$	2,281,000
R.I.S. Electrical Contractors, Inc.	Riverside	\$	2,295,000
The Mike Cox Electric Inc.	San Bernardino	\$	2,320,000
Sage Electric Company	Chatsworth	\$	2,398,000
Enterprise Electric Datacom	Temecula	\$	2,407,000
Belco Electric, Inc.	Corona	\$	2,409,632
Daniel's Electrical Construction Co., Inc.	Fontana	\$	2,423,000
Rosendin Electric, Inc.	La Palma	\$	2,525,000

Lowest Responsive and Responsible Bidders
Moreno Valley College Phase III Student Academic Services Facility - Trade Categories 2-21
March 20, 2012

<u>Trade Category</u>	<u>Company Name</u>	<u>Business Location</u>	<u>Total Bid Amount</u>
02 - SWPPP, Fencing, Demo, Earthwork	Fata Construction	Riverside	\$ 228,000
03 - Site Concrete & AC Paving	Fata Construction	Riverside	284,000
04 - Landscape, Irrig. & Site Furnishings	FYR Landscaping	Monrovia	219,898
05 - Structural Concrete	JT Wimsatt Contracting	Valencia	681,300
06 - Struc. Steel, Misc Metals, Decking	Columbia Steel	Rialto	2,032,333
07 - Finish Carpentry & Countertops	Stolo Cabinets, Inc.	Brea	127,300
08 - Flashing, Sheet Metal & Panels	Best Contracting Services	Gardena	547,900
09 - Roofing & Waterproofing	Chapman Coast Roof Co.	Fullerton	248,664
10 - Doors, Frames & Hardware	Whitehead Construction, Inc.	Riverside	198,000
11 - Storefront, Windows, & Glazing	Roy E Whitehead, Inc.	Riverside	1,415,000
12 - Drywall, Framing, Plaster, Final Clean	Berger Brothers, Inc.	Azusa	1,432,154
13 - Flooring & Tile	Pro Installations, Inc.	San Diego	266,850
14 - Acoustical Ceilings	Commercial Interiors Acoustics Inc.	North Hollywood	197,146
15 - Painting	Western Painting	Monrovia	129,439
16 - Miscellaneous Specialties	ISEC, Incorporated	Cypress	249,997
17 - Elevators	Inland Building Const.	San Bernardino	153,000
18 - Fire Sprinklers	Daart Engineering Co.	San Bernardino	168,600
19 - Plumbing, Underground, Storm Drain	Kincaid Industries, Inc.	Thousand Palms	628,000
20 - Mechanical	West-Tech Mechanical, Inc.	Montclair	1,444,950
21 - Electrical	T Lindsay, Inc.	Apple Valley	<u>2,171,808</u>
		Total	<u>\$12,824,339</u>



Agenda Item (VI-B-6-a)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$81,000 - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$618,437.

Background Narrative:

On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$81,000. The attached listing of contracts and agreements under \$81,000 requested by college and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Majd Askar, Purchasing Manager

Attachments:

[Contracts and Agreements Less than \\$81,000 \(February 2012\) - March 20, 2012](#)

Contracts and Agreements Report-All District Resources
 \$81,000 and Under
 2/01/12 thru 2/29/12

PO#	Department	Vendor	Business Location	Description	Amount
C0003720	Chancellor's Office	Erickson, James	Riverside	Professional Services	\$ 76,000
C0003721	Community & Senior Citizen Education	Carrlot, Inc	Sun City	Professional Services	800
C0003723	Performing Arts	Riverside Unified School District	Riverside	Rents and Leases	1,241
C0003724	Campus Student Services - Norco	H & L Charter Company, Inc.	Rancho Cucamonga	Transportation Services	5,921
C0003728	Customized Solutions	Rogers, Henry	Riverside	Professional Training Services	900
C0003729	Community & Senior Citizen Education	Keukelaar, Norma S	Riverside	Community Education Instructional Services	1,280
C0003730	Admissions & Records - Moreno Valley	City of Moreno Valley	Moreno Valley	Rents and Leases	330
C0003731	Admissions & Records - Moreno Valley	Royal Restrooms of California, Inc	Livermore	Rents and Leases	1,642
C0003732	Academy / Criminal Services	Riverside County Fire Department	Perris	Direct Purchase Instructional Supplies	1,550
C0003733	Community & Senior Citizen Education	Belief Change Systems, Inc.	Palm Desert	Community Education Instructional Services	800
C0003734	Diversity, Equity & Compliance	Gibson, Diana C	Venice	Presentation and Training Services	1,700
C0003735	Diversity, Equity & Compliance	Curry, Anthony P	Kent, WA	Presentation and Training Services	2,000
C0003736	Early Childhood Studies - Moreno Valley	JCA Engineering, Inc.	Highland	Engineering Services	5,800
C0003737	Community & Senior Citizen Education	Usko	Riverside	Community Ed Instructional Services	588
C0003740	Facilities, Planning, & Development	Best Contracting Services, Inc	Gardena	Reroofing at Norco College Bid Award	76,995
C0003741	Customized Solutions	Global Learning Partners, Inc.	Corona	Training Services	700
C0003742	President - Riverside Campus	PHSI-Pure Water Finance	Atlanta, GA	Rents and Leases	3,229
C0003743	Diversity, Equity & Compliance	Mooney, Jonathan	Santa Monica	Speaking Fees	2,000
C0003746	Community & Senior Citizen Education	Wyman, Robert Kurt	Dana Point	Community Ed Instructional Services	1,751
C0003747	Community & Economic Development	Alvarez, Hugo	Fontana	Professional Services	850
C0003748	Facilities - Moreno Valley	Pal ID Studio Inc	Fullerton	Design Development Services	79,649
C0003749	HHPS	Riverside County Regional Medical Center	Moreno Valley	Reimbursement for Physician Assistants	80,284
C0003751	Facilities, Planning, & Development	The Gas Company	Monterey Park	Gas Line Services	73,783
N/A	Customized Solutions	BOG, CA Community Colleges	Sacramento	Responsive Training Grant Funds	No Cost
N/A	Workforce Preparation	Foundation for California Community Colleges	Sacramento	FCCC Career Ladders Grant	No Cost
N/A	Facilities, Planning, & Development	Eastern Municipal Water District	Perris	Grant of Easement	No Cost
N/A	Tritech	County of Riverside Economic Development Agency	Riverside	Economic Development Services	No Cost
Additions to Approved/Ratify Contracts of \$81,000 and Under					
C0002557	Facilities - Norco	Hill Partnership, Inc	Newport Beach	Design Services	3,097
C0002821	Facilities, Planning, & Development	Crew, Inc	Rancho Dominguez	Nursing/Sciences Building	1,841
C0002924	Facilities, Planning, & Development	Marina Landscape Inc	Anaheim	Nursing/Sciences Building	3,000
C0002933	Facilities, Planning, & Development	United Contractors	San Bernardino	Nursing/Sciences Building	52,000
C0002934	Facilities, Planning, & Development	Premier Tile & Marble	Monterey Park	Nursing/Sciences Building	23,207
C0002935	Facilities, Planning, & Development	Continental Flooring Inc	Rancho Cucamonga	Nursing/Sciences Building	1,005
C0002936	Facilities, Planning, & Development	Elljay Acoustics, Inc	Placentia	Nursing/Sciences Building	5,198
C0002938	Facilities, Planning, & Development	RVH Constructors, Inc.	San Bernardino	Nursing/Sciences Building	6,592
C0003124	President - Norco Campus	OCE Financial Services / Leases	Chicago, IL	Copier Maintenance Agreement	3,574
C0003284	Community & Economic Development	Resonnect Marketing	Carlsbad	Consulting Services	3,878
C0003398	Performing Arts	Music Theatre International	New York, NY	License Fees for Production of 'Annie'	986
C0003454	CTE Projects	Pala Mesa Resort	Fallbrook	Lodging and Catering Services	5,390
C0003503	Board of Trustees	Public Interest Investigation Inc	Los Angeles	Legal Investigative Services	54,000
C0003559	Customized Solutions	Softskills	Chatsworth	Training Services	150

Contracts and Agreements Report-All District Resources
 \$81,000 and Under
 2/01/12 thru 2/29/12

PO#	Department	Vendor	Business Location	Description	Amount
C0003588	Customized Solutions	Behavioral Momentum Associates, LLC	Corona	Training Services	200
C0003596	Community & Senior Citizen Education	Napoli, William	Alta Loma	Instructional Services	2,000
C0003604	Evaluators	Herff Jones	Lomita	Other Supplies	4,465
C0003606	Community & Economic Development	SJG, Inc	Yucaipa	Training Services	6,375
C0003623	Community & Senior Citizen Education	Adney, Curtis M.	Lemoore	Community Education Presenter	300
C0003625	Community & Senior Citizen Education	NLSI, Inc	Moreno Valley	Instructional Services	221
C0003626	Community & Senior Citizen Education	California Mind Institute	La Quinta	Instructional Services	5,000
C0003628	Community & Senior Citizen Education	Koba, Rosalia	Laguna Niguel	Community Ed Instructional Services	5,200
C0003630	Community & Senior Citizen Education	Rounds, Miller, and Associates	Rancho Palos Verdes	Instructional Services	400
C0003635	Community & Senior Citizen Education	LTM Associates	Montclair	Community Ed Instructional Services	1,100
C0003636	Community & Senior Citizen Education	Trust Auto Sales	Wildomar	Instructional Services	2,000
C0003641	Community & Senior Citizen Education	McDonald, Victoria	Perris	Community Education Presenter	200
C0003642	Community & Senior Citizen Education	National Capital Funding	Laguna Beach	Community Ed Instructional Services	1,000
C0003651	Community & Senior Citizen Education	Cohen-Naglestad Enterprises, LLC	Los Alamitos	Instructional Services	500
C0003656	Board of Trustees	Data Chasers Inc	Riverside	Legal Services	594
C0003660	Community & Senior Citizen Education	Youngerman, Stephen	Riverside	Community Ed Presenter	3,500
C0003676	Facilities - Norco	MSL Electric, Inc.	Anaheim	Norco College Crosswalk Lighting System	1,181
C0003679	Community & Senior Citizen Education	Christensen, Bobbie	Sacramento	Community Education Presenter	490
N/A	Tritech	CSU Fullerton Auxiliary Services Corporation	Fullerton	Amend. #1, Increases Funding	No Cost
				Total	<u>\$ 618,437</u>



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[Agenda Item](#)

Agenda Item (VI-B-7)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-7)
Subject	Out-of-State Travel
College/District	District
Funding	n/a
Recommended Action	Recommended that the Board of Trustees approve the out-of-state travel.

Background Narrative:

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles.

Prepared By: Greg Gray, Chancellor
Kathy Tizcareno, Administrative Assistant

Attachments:

[Out of State Travel March 2012](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

March 20, 2012

It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Mr. Scott Rice, procurement assistance specialist, to travel to Seattle, Washington, March 18-22, 2012, to attend the Association of Procurement Technical Assistance Centers 2012 Spring Training Conference and Annual Membership meeting. Estimated cost: \$2,766.13. Funding source: Procurement Assistance Center Grant funds. (The travel arrangements were not finalized until after the February Board meeting. Therefore, the travel request could not be included in the February Board report.)

Revision:

- 2) Ms. Julie Ann Padilla, director, procurement assistance center, to travel to Seattle, Washington, March 18-21, 2012, to attend the Association of Procurement Technical Assistance Centers 2012 Spring Training Conference and Annual Membership meeting. Estimated cost: \$1,784.52. Funding source: Procurement Assistance Center Grant funds. (The total cost of travel increased to \$2,133.29)

Current:

Moreno Valley College

None

Norco College:

- 1) Mr. Kevin Fleming, associate dean, career and technology education, to travel to Washington, D.C., on April 23-26, 2012, to attend the National Transportation Workforce Summit to establish relationships to strengthen Norco College's state and national exposure. Estimated cost: \$2,180.00. Funding source: National Center for Supply Chain Technology Education, National Science Foundation Grant funds.
- 2) Mr. George Walters, project director, national science foundation national center, supply chain technology education, to travel to Washington, D.C., April 23-26, 2012, to attend the National Transportation Workforce Summit to establish relationships to strengthen Norco College's state and national exposure. Estimated cost: \$2,180.00. Funding source: National Center for Supply Chain Technology Education, National Science Foundation Grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

March 20, 2012

Riverside City College:

- 1) Ms. LaNeshia Judon, associate professor, business administration, to travel to Burr Ridge, Illinois, March 29-30, 2012, to attend the Business Law Focus Group. There is no cost to the District.
- 2) Ms. Virginia McKee-Leone, dean of instruction, math and sciences, to travel to Orlando, Florida, April 18-21, 2012, to attend the Council for the Study of Community Colleges 2012 Conference. Estimated cost: \$1,476.02. Funding source: the general fund.
- 3) Ms. Jan Schall, coordinator, international education, to travel to Czech Republic, Hungary, Poland and Austria, June 28-July12, 2012, to lead the Riverside Community College District Central Summer Study Tour 2012. Estimated cost: \$2,100.00. Funding source: the general fund.

Riverside Community College District:

- 1) Mr. Jeffrey Williamson, statewide director, center for international trade development, to travel to Hong Kong, Shenzhen and China, April 12-20, 2012, to attend the China Medical Equipment Fair, California State Trade and Export Promotion Program. Estimated cost: \$4,039.44. Funding source: California State Trade and Export Promotion Grant funds.



Agenda Item (VI-B-8-a)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Surplus Property
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Background Narrative:

Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[Surplus Property - March 20, 2012](#)

**Surplus Property
 March 20, 2012**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	VX900	P004002868	014595
1	GATEWAY	CPU	E4200-700	0018952494	014581
1	GATEWAY	MONITOR	FPD1570	KUL5033D00725	016872
1	GATEWAY	MONITOR	FPD1570	KUL5033D00750	016874
1	GATEWAY	MONITOR	FPD1570	KUL5033D00853	016875
1	PANASONIC	FAX MACHINE	KX-FPC141	PFGT1459ZA	017396
1	GATEWAY	CPU	E6000	0028110697	019649
1	GATEWAY	MONITOR	EV700	17004A907412	014410
1	GATEWAY	MONITOR	CRYSTALSCAN	8075628	009730
1	GATEWAY	MONITOR	FPD1730	QS7330600331	022206
1	GATEWAY	CPU	E4200-850	0018959649	014578
1	GATEWAY	CPU	E3200-550	0018703018	015110
1	GATEWAY	CPU	SELECT 700	0018989845	014576
1	HP	PRINTER	LJ4PLUS	JPGK054310	007661
1	GATEWAY	CPU	E4200	0012698424	013295
1	GATEWAY	CPU	E4200	0013940888	012771
1	HP	PRINTER	LJ4P	JPGK059152	007503
1	GATEWAY	CPU	E3100	00763697	009638
1	DELL	MONITOR	1704FPTT	CN0Y42997161854GAC8W	030343
1	HP	SCANNER	C9919A	CN4CQT600K	026696
1	HP	PRINTER	LJ4PLUS	JPGK058760	007641
1	GATEWAY	CPU	E4200-700	0018972075	014573
1	GATEWAY	LAPTOP	SOLO 9300	0018428654	015112
1	MACINTOSH	MONITOR	APPLE STUDIO DISPLAY	2A4160YANNF	023794
1	GATEWAY	CPU	E4000	0030231410	022099
1	N/A	FURNITURE	N/A	N/A	N/A



Agenda Item (VI-B-8-b)

Meeting	3/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-b)
Subject	Notice of Completion
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees 1) accept the project listed as complete, 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 - Public Works), and 3) authorize the Board President and the Vice Chancellor, Administration and Finance to sign the Notice.

Background Narrative:

Facilities Planning & Development staff report that the following project is now complete.

Project

Norco College Crosswalk Lighting Systems - MSL Electric, Inc.

Prepared By: Debbie DiThomas, Interim President, Norco College
Jim Buysse, Vice Chancellor, Administration & Finance
Michael Stephens, Director, Construction
Majd Askar, Purchasing Manager

Attachments:

[Notice of Completion - March 20, 2012](#)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Name

Administration and Finance

Street
Address

City &
State

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is _____

3. The full address of the owner is _____

4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on _____ . The work done was:

7. The name of the contractor, if any, for such work of improvement was _____

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of _____ ,

County of _____ , State of California, and is described as follows: _____

9. The street address of said property is _____

(If no street address has been officially assigned, insert "none")

Dated: _____

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ , 20 _____ , at _____ , California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

Agenda Item (VII-A)

Meeting 3/20/2012 - Regular

Agenda Item Consent Agenda Information (VII-A)

Subject Monthly Financial Report

College/District District

Information Only

Background Narrative:

See the attached monthly Financial Report for February 2012.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Bill Bogle, Controller

Attachments:

[February 2012 Financials Report - March 20, 2012](#)

Monthly Financial Report for February 2012 March 20, 2012

The Financial Report provides summary financial information, by Resource, for the period July 1, 2011 through February 29, 2012. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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<u>Special Revenue Funds</u>	
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<u>Internal Service Funds</u>	
Resource 6100 - Health and Liability Self-Insurance	18
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**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Fund 11, Resource 1000 is the primary operating fund of the District. It is used to account for those transactions that, in general, cover the full scope of operations of the entire District. All transactions, expenditures and revenue are accounted for in the general operating resource unless there is a compelling reason to report them elsewhere. Revenues received by the District from state apportionments, county or local taxes are deposited in this resource.

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 141,369,852	\$ 133,490,346	\$ 133,445,111	\$ 79,183,169
Inter/Intrafund Transfer from				
La Sierra Capital Fund (Resource 4130)	3,390,000	1,615,982	1,615,982	1,615,982
District Bookstore (Resource 1110)	247,943	171,169	171,169	0
Total Revenues	<u>\$ 145,007,795</u>	<u>\$ 135,277,497</u>	<u>\$ 135,232,262</u>	<u>\$ 80,799,151</u>
Expenditures				
Academic Salaries	\$ 65,395,190	\$ 60,450,881	\$ 60,364,674	\$ 38,330,958
Classified Salaries	30,366,484	30,138,861	29,947,136	19,216,261
Employee Benefits	28,575,184	30,501,173	30,604,218	17,905,661
Materials & Supplies	1,976,479	2,291,659	2,390,766	1,168,185
Services	13,557,871	14,828,543	14,889,964	7,508,187
Capital Outlay	848,145	811,145	905,504	237,123
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	332,578
Federal Work Study (Resource 1190)	188,189	239,280	239,280	78,747
Instr. Equipment Match (Resource 1190)	13,002	0	0	0
Performance Riverside (Resource 1090)	0	730,982	730,982	730,982
ARRA Stimulus Backfill (Resource 1190)	58,361	0	0	0
General Fund Backfill (Resource 1190)	1,068,932	1,068,618	1,068,618	524,507
Interfund Transfer to:				
Resource 4130	0	678,000	678,000	339,000
Resource 6100	250,000	250,000	250,000	125,000
Total Expenditures	<u>\$ 142,962,994</u>	<u>\$ 142,654,299</u>	<u>\$ 142,734,299</u>	<u>\$ 86,497,189</u>
Revenues Over (Under) Expenditures	\$ 2,044,801	\$ (7,376,802)	\$ (7,502,037)	\$ (5,698,038)
Beginning Fund Balance	<u>11,172,448</u>	<u>13,217,249</u>	<u>13,342,484</u>	<u>13,342,484</u>
Ending Fund Balance	<u>\$ 13,217,249</u>	<u>\$ 5,840,447</u>	<u>\$ 5,840,447</u>	<u>\$ 7,644,446</u>
Ending Cash Balance				<u>\$ 18,017,895</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for operational costs that are split between Parking and College Safety and Police, and 100% of capital outlay costs that directly benefit parking operations.

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,152,681	\$ 2,167,591	\$ 2,167,591	\$ 1,289,725
Expenditures				
Classified Salaries	\$ 1,078,827	\$ 1,203,264	\$ 1,203,264	\$ 753,304
Employee Benefits	362,205	410,752	410,752	242,777
Materials & Supplies	48,143	70,591	56,166	25,283
Services	324,576	450,944	464,302	267,758
Capital Outlay	217,002	192,443	193,510	49,182
Total Expenditures	\$ 2,030,753	\$ 2,327,994	\$ 2,327,994	\$ 1,338,304
Revenues Over (Under) Expenditures	\$ 121,928	\$ (160,403)	\$ (160,403)	\$ (48,579)
Beginning Fund Balance	627,305	749,233	749,233	749,233
Ending Fund Balance	\$ 749,233	\$ 588,830	\$ 588,830	\$ 700,654
Ending Cash Balance				\$ 718,269

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three colleges.

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,529,009	\$ 1,519,066	\$ 1,519,066	\$ 1,067,397
Expenditures				
Academic Salaries	\$ 321,514	\$ 342,761	\$ 342,761	\$ 202,671
Classified Salaries	443,810	683,898	683,898	328,587
Employee Benefits	177,765	240,646	240,646	112,325
Materials & Supplies	120,862	143,753	138,913	50,284
Services	263,898	455,160	460,000	196,010
Capital Outlay	53,444	45,447	45,447	213
Total Expenditures	\$ 1,381,293	\$ 1,911,665	\$ 1,911,665	\$ 890,090
Revenues Over (Under) Expenditures	\$ 147,716	\$ (392,599)	\$ (392,599)	\$ 177,307
Beginning Fund Balance	<u>2,022,740</u>	<u>2,170,456</u>	<u>2,170,456</u>	<u>2,170,456</u>
Ending Fund Balance	<u>\$ 2,170,456</u>	<u>\$ 1,777,857</u>	<u>\$ 1,777,857</u>	<u>\$ 2,347,763</u>
Ending Cash Balance				<u>\$ 2,296,307</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Community Education was established to account for the financial activities of the Community Education Program which serves the community at large by providing not-for-credit classes for personal growth and enrichment.

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 901,927	\$ 830,100	\$ 830,100	\$ 408,222
Expenditures				
Academic Salaries	\$ 4,169	\$ 4,185	\$ 4,185	\$ 2,790
Classified Salaries	356,558	298,619	298,619	161,937
Employee Benefits	81,513	59,855	59,855	33,178
Materials & Supplies	5,161	3,600	3,600	1,083
Services	410,859	377,807	377,807	199,714
Total Expenditures	\$ 858,260	\$ 744,066	\$ 744,066	\$ 398,702
Revenues Over (Under) Expenditures	\$ 43,667	\$ 86,034	\$ 86,034	\$ 9,520
Beginning Fund Balance	(90,690)	(47,023)	(47,023)	(47,023)
Ending Fund Balance	\$ (47,023)	\$ 39,011	\$ 39,011	\$ (37,503)
Ending Cash Balance				\$ (33,886)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 846,073	\$ 900,000	\$ 900,000	\$ 419,185
Intrafund Transfer from General Operating (Resource 1000)	0	730,982	730,982	730,982
Total Revenues	<u>\$ 846,073</u>	<u>\$ 1,630,982</u>	<u>\$ 1,630,982</u>	<u>\$ 1,150,167</u>
Expenditures				
Classified Salaries	\$ 319,472	\$ 303,290	\$ 303,290	\$ 206,201
Employee Benefits	122,769	140,383	140,383	73,720
Materials & Supplies	29,131	27,750	27,750	7,692
Services	403,035	375,243	375,243	211,878
Total Expenditures	<u>\$ 874,407</u>	<u>\$ 846,666</u>	<u>\$ 846,666</u>	<u>\$ 499,491</u>
Revenues Over (Under) Expenditures	\$ (28,334)	\$ 784,316	\$ 784,316	\$ 650,676
Beginning Fund Balance	<u>(755,982)</u>	<u>(784,316)</u>	<u>(784,316)</u>	<u>(784,316)</u>
Ending Fund Balance	<u>\$ (784,316)</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (133,640)</u>
Ending Cash Balance				<u>\$ (146,792)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's Bookstore operations.

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 638,018	\$ 532,938	\$ 532,938	\$ 267,808
Expenditures				
Services	\$ 43,830	\$ 43,830	\$ 43,830	\$ 21,877
Interfund Transfer to Food Services (Resource 3200)	382,790	323,129	323,129	255,126
Intrafund Transfer to General Operating (Resource 1000)	247,943	171,169	171,169	0
Total Expenditures	\$ 674,563	\$ 538,128	\$ 538,128	\$ 277,003
Revenues Over (Under) Expenditures	\$ (36,545)	\$ (5,190)	\$ (5,190)	\$ (9,195)
Beginning Fund Balance	46,735	10,190	10,190	10,190
Ending Fund Balance	\$ 10,190	\$ 5,000	\$ 5,000	\$ 995
Ending Cash Balance				\$ 995

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Customized Solutions is used to record the revenues and expenditures associated with customized training programs offered to local businesses and their employees.

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 66,111	\$ 219,400	\$ 219,400	\$ 29,466
Expenditures				
Academic Salaries	\$ 4,036	\$ 16,672	\$ 21,322	\$ 26,611
Classified Salaries	32,176	4,978	4,978	3,702
Employee Benefits	13,351	4,178	4,777	4,660
Materials & Supplies	2,563	6,925	6,925	909
Services	30,609	91,207	85,958	20,435
Total Expenditures	\$ 82,735	\$ 123,960	\$ 123,960	\$ 56,317
Revenues Over (Under) Expenditures	\$ (16,624)	\$ 95,440	\$ 95,440	\$ (26,851)
Beginning Fund Balance	71,173	54,549	54,549	54,549
Ending Fund Balance	\$ 54,549	\$ 149,989	\$ 149,989	\$ 27,698
Ending Cash Balance				\$ 29,198

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,463,675	\$ 1,440,000	\$ 1,440,000	\$ 197,738
Expenditures				
Services	\$ 193,124	\$ 218,686	\$ 218,686	\$ 116,168
Capital Outlay	905,308	3,704,871	4,654,871	2,472,642
Total Expenditures	\$ 1,098,432	\$ 3,923,557	\$ 4,873,557	\$ 2,588,810
Revenues Over (Under) Expenditures	\$ 365,243	\$ (2,483,557)	\$ (3,433,557)	\$ (2,391,072)
Beginning Fund Balance	9,042,422	9,407,665	9,407,665	9,407,665
Ending Fund Balance	\$ 9,407,665	\$ 6,924,108	\$ 5,974,108	\$ 7,016,593
Ending Cash Balance				\$ 6,716,593

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 22,076,924	\$ 26,206,794	\$ 30,747,116	\$ 12,671,892
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	913,239	774,123	774,123	387,061
For EOPS	188,514	210,999	105,500	105,500
For Federal Work Study	188,189	239,280	239,280	78,747
For Instructional Equipment	13,002	0	0	0
For Matriculation	590,049	637,905	637,905	318,953
For Middle College High School	89,995	91,145	91,145	45,572
For Foster Youth Independent Living	5,372	0	0	0
For CITD Grant	5,281	0	0	0
For General Fund Backfill	0	19,603	117,782	0
Total Revenues	<u>\$ 24,070,565</u>	<u>\$ 28,179,849</u>	<u>\$ 32,712,851</u>	<u>\$ 13,607,725</u>
Expenditures				
Academic Salaries	\$ 4,375,064	\$ 4,620,091	\$ 5,051,919	\$ 2,392,474
Classified Salaries	8,068,622	7,267,785	8,150,718	4,520,081
Employee Benefits	3,646,897	3,725,008	4,231,137	2,043,287
Materials & Supplies	1,740,797	1,945,456	2,045,556	416,474
Services	3,323,044	5,811,006	7,459,075	1,850,565
Capital Outlay	1,936,353	2,544,548	3,381,287	656,600
Student Grants (Financial, Book, Meal, Transportation)	979,788	2,265,955	2,393,159	321,969
Total Expenditures	<u>\$ 24,070,565</u>	<u>\$ 28,179,849</u>	<u>\$ 32,712,851</u>	<u>\$ 12,201,450</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,406,275
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,406,275</u>
Ending Cash Balance				<u>\$ 1,399,477</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,935,677	\$ 1,864,378	\$ 1,864,378	\$ 1,027,883
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>382,790</u>	<u>323,129</u>	<u>323,129</u>	<u>255,126</u>
Total Revenues	<u>\$ 2,318,467</u>	<u>\$ 2,187,507</u>	<u>\$ 2,187,507</u>	<u>\$ 1,283,009</u>
Expenditures				
Classified Salaries	\$ 834,623	\$ 830,934	\$ 838,934	\$ 516,148
Employee Benefits	336,975	346,640	346,640	191,607
Materials & Supplies	978,826	908,808	899,521	435,416
Services	281,829	146,102	147,389	60,070
Capital Outlay	<u>4,847</u>	<u>13,496</u>	<u>13,496</u>	<u>13,496</u>
Total Expenditures	<u>\$ 2,437,100</u>	<u>\$ 2,245,980</u>	<u>\$ 2,245,980</u>	<u>\$ 1,216,737</u>
Revenues Over (Under) Expenditures	\$ (118,633)	\$ (58,473)	\$ (58,473)	\$ 66,272
Beginning Fund Balance	<u>177,106</u>	<u>58,473</u>	<u>58,473</u>	<u>58,473</u>
Ending Fund Balance	<u>\$ 58,473</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 124,745</u>
Ending Cash Balance				<u>\$ 116,125</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Child Care was established to manage the finances of the District's child care centers at all three colleges.

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,071,499	\$ 1,126,323	\$ 1,126,323	\$ 592,585
Expenditures				
Academic Salaries	\$ 677,471	\$ 693,572	\$ 676,272	\$ 347,663
Classified Salaries	170,506	171,301	171,301	80,167
Employee Benefits	141,881	166,023	166,023	75,355
Materials & Supplies	39,667	41,150	41,150	17,977
Services	48,687	79,537	80,637	26,861
Capital Outlay	6,744	1,500	17,700	1,538
Total Expenditures	\$ 1,084,956	\$ 1,153,083	\$ 1,153,083	\$ 549,561
Revenues Over (Under) Expenditures	\$ (13,457)	\$ (26,760)	\$ (26,760)	\$ 43,024
Beginning Fund Balance	40,217	26,760	26,760	26,760
Ending Fund Balance	\$ 26,760	\$ 0	\$ 0	\$ 69,784
Ending Cash Balance				\$ 82,983

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160). The State has suspended funding Scheduled Maintenance.

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 30,377,254	\$ 9,905,601	\$ 12,877,601	\$ 4,101,913
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 0
Capital Outlay	<u>30,377,254</u>	<u>9,905,601</u>	<u>12,877,601</u>	<u>10,298,506</u>
Total Expenditures	\$ <u>30,377,254</u>	\$ <u>9,905,601</u>	\$ <u>12,877,601</u>	\$ <u>10,298,506</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (6,196,593)
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>(6,196,593)</u>
Ending Cash Balance				<u>\$ (6,196,593)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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Non-State Funded Capital Outlay Projects was established to account for financial activities related to the acquisition or construction of major capital projects that are funded from non-state revenue sources.

Fund 41, Resource 4120 - Non-State Funded Capital Outlay Projects

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 545,402	\$ 5	\$ 5	\$ 0
Expenditures				
Capital Outlay	\$ 545,400	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 545,400	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 2	\$ 5	\$ 5	\$ 0
Beginning Fund Balance	552	554	554	554
Ending Fund Balance	\$ 554	\$ 559	\$ 559	\$ 554
Ending Cash Balance				\$ 554

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 74,877	\$ 35,000	\$ 35,000	\$ 15,555
Interfund Transfer from General Operating (Resource 1000)	<u>0</u>	<u>678,000</u>	<u>678,000</u>	<u>339,000</u>
Total Revenues	<u>\$ 74,877</u>	<u>\$ 713,000</u>	<u>\$ 713,000</u>	<u>\$ 354,555</u>
Expenditures				
Services	\$ 23,255	\$ 24,108	\$ 24,108	\$ 14,275
Capital Outlay	78,866	1,465,755	1,465,755	0
Interfund Transfer to General Operating (Resource 1000)	<u>3,390,000</u>	<u>1,615,982</u>	<u>1,615,982</u>	<u>1,615,982</u>
Total Expenditures	<u>\$ 3,492,121</u>	<u>\$ 3,105,845</u>	<u>\$ 3,105,845</u>	<u>\$ 1,630,257</u>
Revenues Over (Under) Expenditures	\$ (3,417,244)	\$ (2,392,845)	\$ (2,392,845)	\$ (1,275,702)
Beginning Fund Balance	<u>12,324,957</u>	<u>8,907,713</u>	<u>8,907,713</u>	<u>8,907,713</u>
Ending Fund Balance	<u>\$ 8,907,713</u>	<u>\$ 6,514,868</u>	<u>\$ 6,514,868</u>	<u>\$ 7,632,011</u>
Ending Cash Balance				<u>\$ 7,332,011</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,034,361	\$ 180,000	\$ 180,000	\$ 62,154
Expenditures				
Classified Salaries	\$ 265,299	\$ 472,362	\$ 472,362	\$ 162,469
Employee Benefits	114,930	219,294	219,294	62,927
Materials & Supplies	442	0	24,645	24,645
Services	651,818	281,192	569,093	196,669
Capital Outlay	11,040,209	30,271,122	29,764,822	1,341,574
Total Expenditures	\$ 12,072,698	\$ 31,243,970	\$ 31,050,216	\$ 1,788,284
Revenues Over (Under) Expenditures	\$ (11,038,337)	\$ (31,063,970)	\$ (30,870,216)	\$ (1,726,130)
Beginning Fund Balance	43,746,726	32,708,389	32,708,389	32,708,389
Ending Fund Balance	\$ 32,708,389	\$ 1,644,419	\$ 1,838,173	\$ 30,982,259
Ending Cash Balance				\$ 31,148,673

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

General Obligation Series 2010D Capital Appreciation Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4170 - General Obligation Bond Series 2010D Capital Appreciation Bonds

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget *	Year to Date Activity
Revenues	\$ 32,919	\$ 30,000	\$ 30,000	\$ 14,006
Proceeds from General Obligation Bond Series D	<u>7,699,278</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 7,732,197</u>	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 14,006</u>
Expenditures				
Services	\$ 3,594	\$ 0	\$ 0	\$ 0
Capital Outlay	<u>348,145</u>	<u>7,165,460</u>	<u>7,335,460</u>	<u>339,661</u>
Total Expenditures	<u>\$ 351,739</u>	<u>\$ 7,165,460</u>	<u>\$ 7,335,460</u>	<u>\$ 339,661</u>
Revenues Over (Under) Expenditures	\$ 7,380,458	\$ (7,135,460)	\$ (7,305,460)	\$ (325,655)
Beginning Fund Balance	<u>0</u>	<u>7,380,458</u>	<u>7,380,458</u>	<u>7,380,458</u>
Ending Fund Balance	<u>\$ 7,380,458</u>	<u>\$ 244,998</u>	<u>\$ 74,998</u>	<u>\$ 7,054,803</u>
Ending Cash Balance				<u>\$ 7,054,803</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
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General Obligation Series 2010D Build America Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4180 - General Obligation Bond Series 2010D Build America Bonds

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget*	Year to Date Activity
Revenues	\$ 420,193	\$ 375,000	\$ 375,000	\$ 150,687
Proceeds from General Obligation Bond Series D	<u>102,300,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 102,720,193</u>	<u>\$ 375,000</u>	<u>\$ 375,000</u>	<u>\$ 150,687</u>
Expenditures				
Academic Salaries	\$ 0	\$ 0	\$ 0	\$ 5,524
Classified Salaries	0	0	0	35,162
Employee Benefits	0	0	0	3,096
Services	282,208	177,297	239,429	230,776
Capital Outlay	<u>19,359,893</u>	<u>79,103,140</u>	<u>79,041,008</u>	<u>18,498,479</u>
Total Expenditures	<u>\$ 19,642,101</u>	<u>\$ 79,280,437</u>	<u>\$ 79,280,437</u>	<u>\$ 18,773,037</u>
Revenues Over (Under) Expenditures	\$ 83,078,092	\$ (78,905,437)	\$ (78,905,437)	\$ (18,622,350)
Beginning Fund Balance	<u>0</u>	<u>83,078,092</u>	<u>83,078,092</u>	<u>83,078,092</u>
Ending Fund Balance	<u>\$ 83,078,092</u>	<u>\$ 4,172,655</u>	<u>\$ 4,172,655</u>	<u>\$ 64,455,742</u>
Ending Cash Balance				<u>\$ 65,309,521</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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Health and Liability Self-Insurance is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

Fund 61, Resource 6100 - Health and Liability Self-Insurance

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,016,626	\$ 4,722,500	\$ 4,722,500	\$ 3,264,860
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	125,000
Total Revenue	<u>\$ 5,266,626</u>	<u>\$ 4,972,500</u>	<u>\$ 4,972,500</u>	<u>\$ 3,389,860</u>
Expenditures				
Classified Salaries	\$ 147,385	\$ 103,842	\$ 103,842	\$ 67,263
Employee Benefits	60,892	47,858	47,858	28,659
Materials & Supplies	46,645	3,200	3,200	46,311
Services	4,485,341	5,709,584	5,732,584	3,983,379
Capital Outlay	168,686	40,000	17,000	422,814
Total Expenditures	<u>\$ 4,908,949</u>	<u>\$ 5,904,484</u>	<u>\$ 5,904,484</u>	<u>\$ 4,548,426</u>
Revenues Over (Under) Expenditures	\$ 357,677	\$ (931,984)	\$ (931,984)	\$ (1,158,566)
Beginning Fund Balance	<u>1,752,955</u>	<u>2,110,632</u>	<u>2,110,632</u>	<u>2,110,632</u>
Ending Fund Balance	<u>\$ 2,110,632</u>	<u>\$ 1,178,648</u>	<u>\$ 1,178,648</u>	<u>\$ 952,066</u>
Ending Cash Balance				<u>\$ 1,662,195</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
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Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers' compensation self-insurance program.

Fund 61, Resource 6110 - Workers' Compensation Self-Insurance

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,808,806	\$ 1,685,176	\$ 1,685,176	\$ 1,082,159
Expenditures				
Classified Salaries	\$ 56,663	\$ 47,545	\$ 47,545	\$ 59,489
Employee Benefits	23,828	19,677	19,677	15,846
Materials & Supplies	0	300	300	0
Services	(695,628)	1,234,100	1,234,100	756,003
Total Expenditures	\$ (615,137)	\$ 1,301,622	\$ 1,301,622	\$ 831,338
Revenues Over (Under) Expenditures	\$ 2,423,943	\$ 383,554	\$ 383,554	\$ 250,821
Beginning Fund Balance	797,079	3,221,022	3,221,022	3,221,022
Ending Fund Balance	\$ 3,221,022	\$ 3,604,576	\$ 3,604,576	\$ 3,471,843
Ending Cash Balance				\$ 4,748,511

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

Associated Students of RCCD is used to record the financial transactions of the student government, college clubs, and organizations of the District. Revenue includes student activity fees, interest income, payphone commissions and athletic ticket sales.

Associated Students of RCCD

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 688,812	\$ 700,000	\$ 700,000	\$ 556,171
Expenditures				
Materials & Supplies	\$ 624,286	\$ 700,000	\$ 700,000	\$ 474,276
Total Expenditures	\$ 624,286	\$ 700,000	\$ 700,000	\$ 474,276
Revenues Over (Under) Expenditures	\$ 64,526	\$ 0	\$ 0	\$ 81,895
Beginning Fund Balance	930,035	994,561	994,561	994,561
Ending Fund Balance	\$ 994,561	\$ 994,561	\$ 994,561	\$ 1,076,456
Ending Cash Balance				\$ 1,990,645

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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Student Financial Aid is used to record financial transactions for scholarships given to students from the Federal Pell and FSEOG Grant Programs as well as the State's Cal Grant Program.

Student Financial Aid

	Prior Year Actuals 7-1-10 to 6-30-11	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 51,887,581</u>	<u>\$ 51,337,725</u>	<u>\$ 51,337,725</u>	<u>\$ 29,508,891</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 51,887,581</u>	<u>\$ 51,337,725</u>	<u>\$ 51,337,725</u>	<u>\$ 29,142,965</u>
Total Expenditures	<u>\$ 51,887,581</u>	<u>\$ 51,337,725</u>	<u>\$ 51,337,725</u>	<u>\$ 29,142,965</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 365,926
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 365,926</u>
Ending Cash Balance				<u>\$ 526,777</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 29, 2012**

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

RCCD Development Corporation

	Prior Year Actuals <u>7-1-10 to 6-30-11</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3	\$ 0	\$ 0	\$ 7
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (17)	\$ 0	\$ 0	\$ 7
Beginning Fund Balance	<u>16,240</u>	<u>16,223</u>	<u>16,223</u>	<u>16,223</u>
Ending Fund Balance	<u>\$ 16,223</u>	<u>\$ 16,223</u>	<u>\$ 16,223</u>	<u>\$ 16,230</u>
Ending Cash Balance				<u><u>\$ 16,230</u></u>



Agenda Item (VIII-C-1)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-1)
Subject	Postponement of Learning Gateway Building
College/District	Moreno Valley
Funding	Moreno Valley College Allocated Measure C Funds
Recommended Action	The Board of Trustees approve the postponement of the Learning Gateway Building project at the Moreno Valley College and return the project budget's unused project balance in the amount of \$26,530,693 to the funding account.

Background Narrative:

On December 15, 2009, the Board of Trustees approved a tentative project budget approval for the Learning Gateway Building project in the amount of \$31,800,000 using the Moreno Valley College allocated Measure C Funds. The Learning Gateway Building (LGB) included offices, retail space, interim surge space, and photovoltaic panels, in addition to an 800 stall parking structure. On July 28, 2011, bids opened for the project and were approximately \$13 million above the Board approved estimated budget; bids were therefore rejected as too high.

In September 2011, staff discussed a scope reduction in the amount of \$14,899,252 for the project which included eliminating office space, the photovoltaic panels, and some decorative architectural elements. Despite the Moreno Valley College Facilities Master Plan's directive to build the LGB, the College considered the State's economic difficulties, delay in State bond funding, and a decline in student vehicular traffic. As a result, the college found that the immediate need for the LGB project had diminished significantly since the master plan was completed in 2008. In addition, due to insufficient Moreno Valley College allocated Measure C funds (\$15 million) to complete all planned projects, postponing the LGB project was considered. By postponing the LGB, other planned projects could advance such as: Health Science Center, Network Operations Center, Science Laboratories Remodel Project (Phase I & Phase II), Ben Clark Public Safety Training Center, Secondary Effects, and Center for Human Performance. If the LGB project is not completed, a surface parking lot is recommended which would add enough additional parking spaces to meet the current and future student demand.

On October 12, 2011, the project options (listed above) were discussed with the Moreno Valley College Strategic Planning Committee, and the assessment was approved to discontinue the work on the LGB project, with the consideration of completing the alternative surface parking lot. Current building plans for the LGB project will be used in the future when bond funds become available. The unused portion of the LGB project budget is \$26,530,693, and the College requests the funds to be returned to the Moreno Valley College allocated Measure C fund account to fund future planned college capital projects.

Prepared By: Tom Harris, Acting President, Moreno Valley College

David Bobbitt, Interim Vice President, Business Services

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Bart Doering, Director, Construction



Agenda Item (VIII-C-2)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-2)
Subject	Agreement for Facilities Master Plan Update with Johnson Favaro
College/District	Moreno Valley
Funding	District Allocated Measure C Funds
Recommended Action	The Board of Trustees approve an agreement for the Moreno Valley College Facilities Master Plan Update with Johnson Favaro in an amount of \$132,500.

Background Narrative:

As requested by the College, on January 12, 2012, the District sent a Request for Qualifications (RFQ) to three firms for the Moreno Valley College (MVC) Facilities Master Plan Update Consultant Services. The services would include an update to the existing 2007 Facilities Master Plan (FMP) as follows:

- a. Review current FMP
- b. Facilities Analysis and Utilization
- c. Re-Prioritization of projects on current FMP
- d. Revise FMP
- e. Implementation Plan, in phases
- f. Workshops
- g. Schedule

On January 12, 2012, two firms responded to the RFQ and were interviewed by the College and District staff on January 27, 2012. After evaluation based on each firm's qualifications, relevant experience with similar work, firm office location, and college review, the College staff requests approval to enter into the attached agreement with Johnson Favaro for MVC Facilities Master Plan Update in a total amount not to exceed \$132,500 using District allocated Measure C Funds. The agreement is attached for the Board's review and consideration.

Prepared By: Tom Harris, Acting President, Moreno Valley College
David Bobbitt, Interim Vice President, Business Services
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development
Bart Doering, Director, Construction

Attachments:

[Johnson Favaro - Agreement 03-20-12](#)

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

JOHNSON FAVARO

THIS AGREEMENT is made and entered into on the 21st day of March, 2012, by and between JOHNSON FAVARO 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 College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from March 21, 2012, to the estimated completion date of December 31, 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 \$132,500 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Consultant hereunder specific only to this project, 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 and defended against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning and Development, who will obtain approval from the Board of Trustees before releasing the information requested.

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 upon adjudicated 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 actual negligence, recklessness or willful misconduct and only in proportion thereto. 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 actual 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 upon any adjudicated 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 actual negligence, recklessness, or willful misconduct and only in proportion thereto. 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 actual 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, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or 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.

Johnson Favaro

Riverside Community College District

James Favaro
Principal
5898 Blackwelder St.
Culver City, CA 90232

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____



Exhibit I

1.0 Work Plan (See Exhibit “A”)

The following describes tasks and deliverables to be completed in three phases. The work plan will be refined in consultation with the college and finalized upon commencement of the project:

A. Reconnaissance and Analysis

- Review existing campus documents
- Create existing conditions site plans
- Analyze existing campus and 2008 education master plan (EMP) and facilities master plan (FMP)
- Document analysis of existing and previously planned buildings, open space, vehicular circulation, parking, outdoor PE, athletics and recreation facilities
- Assess, prioritize and document present and future facilities needs

B. Option Development

- Develop long term campus master plan alternates
- Develop alternate phasing scenarios: short, medium and long term
- Identify alternate project acquisition opportunities and strategies
- Create views and models representing alternate plan scenarios
- Develop alternate project implementation, sequencing and rough-order-of- magnitude (ROM) cost plans

C. Final Documentation

- Develop ROM building program for high priority phase I projects
- Develop basic configuration and character guidelines for the architecture of the campus
- Complete final FMP update report (narratives, images)

2.0 Schedule

The project will span approximately an eight month period beginning March 1, 2012, ending November 1, 2012. The schedule of phases, their durations, key milestones and deadlines for the submission of project documentation are as follows:

PROJECT SCHEDULE			
<i>Phase</i>	<i>Duration</i>	<i>Start</i>	<i>Finish</i>
Reconnaissance and Analysis	(2) months	3/01/12	05/01/12
<i>Preliminary Report Issued May 15 2012¹</i>			
Option Development	(4) months	05/01/12	09/01/12

<i>Progress Report Issued September 15, 2012²</i>			
Final Documentation	(2) months	09/01/12	11/01/12
<i>Final Report Issued November 15, 2012³</i>			

Total Project Duration: 8 months

- ¹ Presented and submitted to the college.
² Presented and submitted to college and district personnel as required
³ Presented and submitted to college and district personnel as required

3.0 Project Stewardship and Program of Outreach (See Exhibit “B”)

The consultant team shall conduct interviews and meetings with appropriate parties associated with the college including administration, faculty and staff as required throughout the project. These parties include:

- Senior Administration (President, VP Business Services, Facilities)
- FMP Project Team (Project core group)
- FMP Steering Committee (Representative group)
- College Faculty, Staff and Students (Individual, small group and college wide meetings)

4.0 Professional Services Fees (See Exhibit “C”)

4.1 Fees by Component

- | | |
|---|-----------|
| <input type="checkbox"/> Planning and design | \$100,500 |
| <input type="checkbox"/> Project stewardship and stakeholder outreach | \$24,000 |
| <input type="checkbox"/> Reimbursables | \$8,000 |
| Total: | \$132,500 |

4.2 Fees by Phase

- | | |
|---|-----------|
| <input type="checkbox"/> Reconnaissance and Analysis (months 1-2) | \$29,300 |
| <input type="checkbox"/> Option Development (months 3-6) | \$76,600 |
| <input type="checkbox"/> Final Documentation (months 7-8) | \$26,600 |
| Total: | \$132,500 |

4.3 Reimbursable Expenses

The reimbursable expenses budget establishes a not-to-exceed allowance for expenditures pre-approved by the client. Such expenses include: photography, reproductions, photocopies, postage, messenger service charges, express overnight shipping and other direct expenses authorized by the client.

4.4 Total Fees

Professional services fees shall be compensated in the fixed amount of One hundred, thirty-two thousand and five hundred dollars (\$132,500).

MDA Johnson Favaro
Professional Services Fees
13-Feb-12

EXHIBIT A: TASKS AND DELIVERABLES WORKPLAN, SCHEDULE AND RELATED FEES

COMPONENT	RECONNAISSANCE AND ANALYSIS				OPTION DEVELOPMENT								FINAL DOCUMENTATION				Subtotals	
	Month 1		Month 2		Month 3		Month 4		Month 5		Month 6		Month 7		Month 8		Princ	Staff
	Princ	Staff	Princ	Staff	Princ	Staff	Princ	Staff	Princ	Staff	Princ	Staff	Princ	Staff	Princ	Staff		
	\$180	\$90	\$180	\$90	\$180	\$90	\$180	\$90	\$180	\$90	\$180	\$90	\$180	\$90	\$180	\$90	\$180	\$90
REVIEW EXISTING CAMPUS DOCUMENTS																	12	4
	12	4															\$2,160	\$360
	\$2,160	\$360																\$2,520
CREATE EXISTING CONDITIONS SITE PLANS																	4	40
	4	40															\$720	\$3,600
	\$720	\$3,600																\$4,320
ANALYZE EXISTING CAMPUS & 2008 EDUCATION AND FACILITIES MASTER PLANS (EMP/FMP)																	24	8
			24	8													\$4,320	\$720
			\$4,320	\$720														\$5,040
DOCUMENT ANALYSIS OF EXISTING AND PREVIOUSLY PLANNED BUILDINGS, OPEN SPACE, VEHICULAR CIRCULATION, PARKING, OUTDOOR PE, ATHLETICS AND RECREATION FACILITIES																	8	40
			8	40													\$1,440	\$3,600
			\$1,440	\$3,600														\$5,040
ASSESS, DOCUMENT AND PRIORITIZE PRESENT AND FUTURE FACILITIES NEEDS																	12	16
			12	16													\$2,160	\$1,440
			\$2,160	\$1,440														\$3,600
RECONNAISSANCE AND ANALYSIS SUBTOTAL:																	\$20,520	
DEVELOP ALTERNATE LONG TERM CAMPUS MASTER PLANS																	40	100
					16	40	16	40	8	20							\$7,200	\$9,000
					\$2,880	\$3,600	\$2,880	\$3,600	\$1,440	\$1,800								\$16,200
DEVELOP ALTERNATE PHASING SCENARIOS: SHORT, MEDIUM AND LONG TERM																	32	80
					8	24	12	24	12	16	0	16					\$5,760	\$7,200
					\$1,440	\$2,160	\$2,160	\$2,160	\$2,160	\$1,440	\$0	\$1,440						\$12,960
IDENTIFY ALTERNATE PROJECT ACQUISITION OPPORTUNITIES AND STRATEGIES																	8	8
									4	4	4	4					\$1,440	\$720
									\$720	\$360	\$720	\$360						\$2,160
CREATE VIEWS & MODELS REPRESENTING ALTERNATE SCENARIOS																	48	80
									24	40	24	40					\$8,640	\$7,200
									\$4,320	\$3,600	\$4,320	\$3,600						\$15,840
DEVELOP ALTERNATE PROJECT IMPLEMENTATION, SEQUENCING, AND ROM COST PLANS																	48	48
									24	24	24	24					\$8,640	\$4,320
									\$4,320	\$2,160	\$4,320	\$2,160						\$12,960
OPTION DEVELOPMENT SUBTOTAL:																	\$60,120	
DEVELOP ROM BUILDING PROGRAM FOR HIGH PRIORITY PHASE I PROJECTS																	16	16
													8	8	8	8	\$2,880	\$1,440
													\$1,440	\$720	\$1,440	\$720		\$4,320
DEVELOP BASIC CONFIGURATION AND CHARACTER GUIDELINES FOR THE ARCHITECTURE OF THE CAMPUS																	32	16
													16	8	16	8	\$5,760	\$1,440
													\$2,880	\$720	\$2,880	\$720		\$7,200
COMPLETE FINAL FMP UPDATE DOCUMENT (NARRATIVES AND DIAGRAMS)																	40	16
													16	8	24	8	\$7,200	\$1,440
													\$2,880	\$720	\$4,320	\$720		\$8,640
FINAL DOCUMENTATION SUBTOTAL:																	\$20,160	
MONTHLY SUBTOTALS AND GRAND TOTAL:	16	44	44	64	24	64	28	64	72	104	52	84	40	24	48	24	324	472
	\$2,880	\$3,960	\$7,920	\$5,760	\$4,320	\$5,760	\$5,040	\$5,760	\$12,960	\$9,360	\$9,360	\$7,560	\$7,200	\$2,160	\$8,640	\$2,160	\$58,320	\$42,480
	\$6,840		\$13,680		\$10,080		\$10,800		\$22,320		\$16,920		\$9,360		\$10,800		\$100,800	

MORENO VALLEY COLLEGE FACILITIES MASTER PLAN

MDA Johnson Favaro

Professional Services Fees

13-Feb-12

EXHIBIT B: PROJECT STEWARDSHIP AND STAKEHOLDER OUTREACH								
<i>Stakeholder</i>	<i>Meetings</i>				<i>Fees</i>			
	<i><u>Reconnaissance and Analysis</u></i>	<i><u>Option Development</u></i>	<i><u>Final Documentation</u></i>	<i><u>Total</u></i>	<i><u>Principal Hours/ Meeting</u></i>	<i><u>Hourly Fee</u></i>	<i><u>Fee/ Meeting</u></i>	<i><u>Fee</u></i>
Senior Administration (President, VP Business Services, Facilities)	2	4	2	8	4	\$180	\$720	\$5,760
	\$1,440	\$2,880	\$1,440					
FMP Project Team	2	2	1	5	6	\$180	\$1,080	\$5,400
	\$2,160	\$2,160	\$1,080					
FMP Steering Committee	1	2	1	4	6	\$180	\$1,080	\$4,320
	\$1,080	\$2,160	\$1,080					
College Faculty, Staff and Students	3	6	0	9	4	\$180	\$720	\$6,480
	\$2,160	\$4,320	\$0					
College Wide Meeting	0	1	1	2	6	\$180	\$1,080	\$2,160
	\$0	\$1,080	\$1,080					
TOTALS:	<u>\$6,840</u>	<u>\$12,600</u>	<u>\$4,680</u>	<u>28</u>				<u>\$24,120</u>

MDA Johnson Favaro
 Professional Services Fees
 13-Feb-12

EXHIBIT C: FEE SUMMARY			
<u>Component</u>	<u>Phase</u>		
	Reconnaissance & Analysis	Option Development	Final Documentation
PLANNING & DESIGN	\$100,500		
	\$20,500	\$60,000	\$20,000
PROJECT STEWARDSHIP AND STAKEHOLDER OUTREACH	\$24,000		
	\$6,800	\$12,600	\$4,600
REIMBURSABLES*	\$8,000.00		
	\$2,000	\$4,000	\$2,000
TOTAL:	\$132,500		
	\$29,300	\$76,600	\$26,600

**Reimbursable expenses are defined as : (1) printing directly related to deliverables and not including internal uses of the consultant or its sub-consultants; (2) reproduction or reprographics costs directly related to deliverables and not including internal uses of the consultant or its sub-consultants; (3) shipping, overnight mail, postage, messenger, courier and/or delivery services (4) long distance telephone calls (i.e. outside the 213, 310, 626,323, 951and 909 area codes); (5) mileage for business travel at the rate established by Internal Revenue Services and related*



Agenda Item (VIII-C-3)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-3)
Subject	Addendum to Environmental Impact Report for Market Street Properties
College/District	District
Funding	N/A
Recommended Action	The Board of Trustees approve the Addendum to the Environmental Impact Report for the Market Street Properties (Culinary Arts Academy and District Office Building) located in downtown Riverside.

Background Narrative:

On May 17, 2011, the Board of Trustees adopted Resolution No. 47-10/11 certifying the final Environmental Impact Report (EIR), the Mitigation Monitoring Plan and Report, and the California Environmental Quality Act Findings and Statements of Overriding Considerations. During the planning and design process, project budget pressures caused the District to eliminate the 2-story subterranean parking structure in lieu of purchasing equal number of spaces within the Fox Entertainment Plaza parking structure. Elimination of the subterranean parking requires an Addendum to the approved EIR. This Addendum to the recently certified EIR was prepared addressing the removal of underground parking proposed for the Culinary Arts Academy and District Office Building. The Addendum validates that the project changes will not create "new significant environmental effects, or a substantial increase in the severity of previously identified significant effects" [CEQA Guidelines Section 15162(a)(1)].

The Addendum is attached for the Board's review and approval.

Prepared By: Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Attachments:

[EIR Addendum 03-20-12](#)



**ADDENDUM NO. 1 FINAL ENVIRONMENTAL IMPACT REPORT
(STATE CLEARINGHOUSE NO. 2010091085)**

**MARKET STREET PROPERTIES PROJECT
RIVERSIDE COMMUNITY COLLEGE DISTRICT
CITY OF RIVERSIDE, CALIFORNIA**

Prepared for:

Riverside Community College District
3845 Market Street, 3rd Floor
Riverside, California 92502
Contact: Orin Williams, Associate Vice Chancellor
(951) 222-8202

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA

Draft February 21, 2012

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**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

1.0 INTRODUCTION / EXECUTIVE SUMMARY

The Final Environmental Impact Report (EIR) State Clearinghouse No. 2010091085 for the Market Street Properties Project was certified in 2011 to comply with the requirements of the California Environmental Quality Act (CEQA). The current development proposes the same square footage of the buildings with a change in parking. The parking for 100 spaces would be eliminated on-site and provided in the City owned parking structure located north and adjacent to the Fox Theater. Therefore, this Addendum is to document consistency of the current development proposal for the Market Street Properties with the certified EIR (SCH No. 2010091085).

1.1 PURPOSE AND SCOPE

Pursuant to CEQA, the State CEQA Guidelines, and the Riverside Community College District (RCCD or District) CEQA Guidelines, the RCCD must determine whether the changes purposed in the project would result in significant new or substantially more severe environmental impacts than were addressed in the Final EIR for the Market Street Properties that would require the preparation of a subsequent or supplemental EIR.

This Addendum includes an analysis of the provisions of Section 21166 of CEQA and Section 15164 of the State CEQA Guidelines. The Addendum examines whether the Market Street Properties Final EIR adequately addresses the impacts associated with implementation of the proposed on-site parking changes. Sections 15164 (a) and (b) of State CEQA Guidelines state that the Lead Agency “shall prepare an addendum to a certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” and if “only minor technical changes or additions (to the EIR) are necessary.” Thus, if none of the conditions described in Section 15162 calling for preparation of a subsequent EIR has occurred and only minor technical changes or additions (to the EIR) are necessary, an Addendum to the original EIR *must* be prepared.

1.2 INTENDED USES OF AN ADDENDUM TO A FINAL EIR

Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared “if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Section 15162 of the State CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. A proposed change in a project will require preparation of a subsequent EIR if:

1. *The change in the project is substantial.* Substantial changes in the project are those that would require “major revisions of the previous EIR ... due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.”
2. *The circumstances under which the project is undertaken have substantially changed.* Substantial changes in the circumstances under which the project is being undertaken are those defined as those that would “require major revisions of the previous EIR ... due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.”
3. *New information of substantial importance, which was not known and could have not been known, with the exercise of reasonable diligence at the time the previous EIR was certified, shows:*
 - A. “The project will have one or more significant effects not discussed in the previous EIR...;

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

- B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- D. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

2.0 BACKGROUND

The project is located southwest of and adjacent to the intersection of University Avenue and Market Street in downtown Riverside, approximately ½ mile northeast of the Riverside Community College District (RCCD's) Riverside City College (RCC) campus.

The project site consists of Assessor Parcels Numbers (APNs) 215-032-002 and 215-032-006 and encompasses approximately 25,000 square feet (0.58 acre). The project site is rectangular in shape roughly measuring 187 feet by 135 feet and is located in the City's Downtown Specific Plan (DSP) Raincross District.

The project site did contain the Plaza Hotel also known as the former Holyrood Hotel (3801–3832 Market Street/3824–3832 University Avenue), the RCCD System Office (3835 Market Street). Both were demolished in 2011. The Heiting Building (3855 Market Street, the historic Citrus Belt Savings and Loan building) is currently being renovated. The site is adjacent to and southwesterly of White Park and southwest of and adjacent to the approved RCCD Riverside School for the Arts (RSA) project. Existing adjacent uses to the northeast of the project site include high-rise office space and associated parking structures to the northeast across Market Street and to the east on University Avenue.

3.0 PREVIOUS ACTIONS

On May 17, 2011, the Riverside Community College District Board of Trustees approved Resolution 47-10/11 certifying the Final EIR, adopting the Findings and Statement of Overriding Considerations and the Mitigation Monitoring Plan for the Market Street Properties Project.

The approval included the development of a facility to house District offices and RCC Culinary Arts program and renovation and restoration of the Heiting Building into a gallery and archives center. The Project involves demolition of the existing Plaza Hotel (approximately 20,250 square feet) and the existing RCCD System Office buildings consisting of approximately 17,620 square feet of building space to provide for the construction of a three story building of 51,600 square feet atop a two story sub-grade parking structure of 46,600 square feet. The proposed project also includes restoration of the exterior facades of the Heiting building (former Citrus Belt Savings and Loan Building), and renovation of the facility to provide for a gallery and archives center. The proposed new office/culinary arts building will be located along Market Street from the corner of University Avenue to the Heiting building. The approximately 0.58 acre project site was planned for the relocation of the Culinary Arts program along with the consolidation of all the RCCD administrative functions that are currently located at separate sites throughout the District. The art gallery and archives center, within the renovated Heiting building, will house existing and loaned collections of the district.

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

The project also included the construction of a dual-level sub-grade parking structure, which will encompass approximately 46,600 gross square feet situated below the new building. Each level of the parking structure will provide 50 parking spaces for a total of 100 parking spaces. A surface parking lot controlled by RCCD located immediately west of the project site will provide an additional 188 spaces and will also be available for use by students and patrons. Total parking provided is 288 spaces.

As noted above the demolition of the Plaza Hotel and RCCD Systems Office buildings did occur in 2011, after the project was approved and the EIR certified. The Heating Building is currently being rehabilitated and renovated.

3.1 EXISTING DOCUMENTS TO BE INCORPORATED BY REFERENCE

Section 15150 of the State CEQA Guidelines permits an environmental document to incorporate by reference other documents that provide relevant data.

The documents outlined in this section are hereby incorporated by reference – and the pertinent material is summarized throughout Addendum – where that information is relevant to the analysis of impacts of the measure. All documents incorporated by reference are available for review at the Riverside Community College District, Systems Office, 3845 Market Street, Riverside, California 92502, Phone: (951) 222-8202, Monday–Thursday: 7:00 a.m. to 6:00 p.m.

- *Final Program Environmental Impact Report for the Market Street Properties* (State Clearinghouse No. 2010091085) April 15, 2011.

3.2 CONTACT PERSON

The Lead Agency for the Addendum for the Market Street Properties is the RCCD. Any questions about the preparation of this Addendum, its assumptions, or its conclusions should be referred to the following:

Orin Williams, Associate Vice Chancellor
Riverside Community College District, Systems Office
3845 Market Street, Riverside, California 92502
Phone: (951) 222-8202

4.0 CURRENT PROPOSAL

The current proposal by the District is to eliminate 100 planned parking spaces in the parking structure that was to be built on-site and to buy 100 parking spaces in the City owned parking structure north and adjacent to the Fox Theater located north of Mission Inn Avenue, west of Market Street, south of 6th Street, and east of Fairmont Avenue. The on-site 2-story sub-grade parking structure of 46,600 square feet will be eliminated. The 180 parking spaces located in a surface parking lot controlled by RCCD located immediately west of the project site will remain as originally proposed. All other aspects of the project will remain as approved in 2011.

5.0 ENVIRONMENTAL ASSESSMENT

To document CEQA compliance of the project, the RCCD Board certified an EIR that evaluated five different environmental issues (air quality, cultural resources, greenhouse gas emissions, land use, and noise) relative to the analysis and conclusions in original Specific Plan. It was determined through the preparation of an Initial Study and Notice of Preparation that the project as proposed

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

would not have a significant effect or less than significant effect with the implementation of mitigation measures on aesthetics, agricultural resources, biological resources, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, population and housing, traffic, public services, and utilities. This Addendum document will follow a similar format, present the findings of the previous assessment, and identify any differences presented by the current proposal.

1. Aesthetics

The project is located at Market Street and University Avenue, which is part of downtown urbanized area in which scenic vistas are limited by existing multi-story commercial building and parking structures. The project is surrounded by high-rise office buildings, multi-story parking structures, and other urban landforms. This same type of highly concentrated urban development pattern exists throughout the downtown area of the City of Riverside. The project would result in the removal of two existing three-story buildings on the project site, outer façade removal of the Heiting Building, and construction of a new three-story building for the Culinary Arts and District Offices. The project would complement the trend of urban development found in downtown Riverside. Therefore, the 2011 IS and EIR concluded the project would upgrade the existing visual character of the area and would not result in a significant negative aesthetic effect.

The current development proposal for the proposed project would eliminate the sub-grade parking structure. The building footprint and its mass will remain the same (i.e., building footprints and building heights) as the building that was approved. Because the original proposal included sub-grading parking with the culinary arts and RCCD systems building to be built on top of the sub-grade parking structure and the current proposal would eliminate the parking structure the buildings now would be constructed at grade level. The height of the buildings will not change; therefore, the scale of the development will not change.

2. Agricultural and Forest Resources

The 2011 IS and EIR concluded that the property did not contain significant agricultural soils or resources, and impacts relative to these resources would be less than significant without mitigation. Further, there are no areas within the City of Riverside designated as forest or timberland; therefore, the proposed project would have no impact on forest land or timberland and would not result in the loss of forest land or conversion of forest land to non-forest use.

The current development proposal for the project site is the elimination of on-site sub-terrain parking. The resulting development on-site is essentially equivalent to and consistent with the development configuration of (i.e., building footprints and heights) of the approved development plan for Market Street Properties evaluated in the EIR. Therefore, since the site contains no agricultural or forest resources the proposed changes to the Market Street Properties project will not have a significant effect on those resources.

3. Air Quality

According to the 2011 EIR the RCCD is required to comply with regional rules that assist in reducing short-term air pollutant emissions. Construction emissions can vary greatly depending on the level of activity, the specific operations taking place, the equipment being operated, local soils, weather conditions, and other factors. The proposed project will be required to comply with SCAQMD Rules 402 and 403 to control fugitive dust. There are a number of feasible control measures that can be reasonably implemented to significantly reduce PM₁₀ emissions from construction. Fugitive-dust emissions and construction-equipment exhausts during all

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

construction phases were determined to be daily thresholds established by the South Coast Air Quality Management District (SCAQMD).

Rule 403 measures that are applicable to the project are as follows:

- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least twice daily. (Locations where grading is to occur will be thoroughly watered prior to earthmoving.)
- Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least 0.6 m (2 ft) of freeboard (vertical space between the top of the load and top of the trailer) in accordance with the requirements of California Vehicle Code (CVC) section 23114.
- Pave construction access roads at least 30 m (100 ft) onto the site from the main road.
- Reduce traffic speeds on all unpaved roads to 15 mph or less.

Implementation of the project without the sub-grade parking structure would require that SCAQMD Rule 402 and 403 be followed. Therefore, elimination of the sub-grade parking structure would not change the findings in the 2011 EIR that the project will not have a significant impact on air quality during construction.

The 2011 EIR also concluded project would result in net increases in both stationary and mobile source emissions. The stationary source emissions would come from additional natural gas and electrical consumption for on-site buildings and improvements. The EIR also determined that the increase of all criteria pollutants as a result of the proposed project would be less than the corresponding SCAQMD daily emission thresholds. Therefore, project-related long-term air quality impacts would not be significant, and no mitigation measures would be required.

The 2011 EIR concluded that potential short- and long-term air quality impacts of the project would be less than significant (i.e., less than SCAQMD thresholds) without the implementation of mitigation measures. However, the following measures were proposed to further reduce project-related air pollutant emissions, and reduce construction-related emissions to the greatest extent practical:

AQ-1 RCCD, through its Prime Contractor, shall implement the following additional dust suppression measures as outlined in the SCAQMD CEQA Air Quality Handbook:

- Revegetate or cover disturbed areas as quickly as possible (i.e., within 30 days of the completion of disturbance) to the extent practical.
- Monitor wind speeds onsite and suspend excavation and grading operations when wind speeds (as instantaneous gusts) exceed 25 mph.
- Sweep all adjacent streets once per day if visible soil materials are carried to adjacent streets (recommend using water sweepers with reclaimed water if available).
- Install wheel washers where vehicles enter and exit unpaved areas onto paved roads, or wash trucks and any equipment leaving the site.
- Pave, water, or chemically stabilize all disturbed areas on site as soon as feasible.
- Minimize visible dust generated by clearing, grading, earthmoving, or excavation operations.

AQ-2 RCCD, through its Prime Contractor, in consultation with the grading contractor, shall select construction equipment to be used on site based on both low-emission factors and high energy efficiency. The Construction Contractor shall ensure that construction

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

- grading plans include a statement that all construction equipment will be tuned and maintained in accordance with the manufacturer's specifications
- AQ-3** RCCD, through its Prime Contractor, shall ensure that all trucks will not idle continuously for more than 5 minutes at any one time.
- AQ-4** RCCD, through its Prime Contractor, shall utilize electric or alternative-fuel-powered equipment in lieu of gasoline- or diesel-powered engines where feasible.
- AQ-5** RCCD, through its Prime Contractor, shall ensure that construction grading plans include a statement that work crews will shut off "idle" equipment (i.e., not in use for more than five minutes at a time).
- AQ-6** RCCD, through its Prime Contractor, shall time construction activities so as to not interfere with peak-hour traffic and minimize obstruction of through traffic lanes adjacent to the site; if necessary, a flagperson shall be retained to maintain safety adjacent to existing roadways.
- AQ-7** RCCD, through its Prime Contractor, shall encourage ridesharing and transit incentives for all project construction crews to the greatest extent feasible and in compliance with RCCD's standard contracting requirements.

The elimination of the sub-grade parking structure does not change the findings in the 2011 EIR that the project will not have a significant impact on air quality; however, implementation of Mitigation Measures AQ-1 through AQ-7 would ensure that short-term and long-term air quality emissions will be reduced to the extent feasible.

4. Biological Resources

The project site is intensively developed and is located within an area characterized as an urban environment. The proposed project site does not include any species identified as a candidate, sensitive, or special status species in local or regional plans as exhibited in Figure OS-4 (Habitat and Vegetation) in the City of Riverside General Plan. No endangered, threatened, or rare plant or wildlife species, or sensitive habitats, exist on the project site. On-site vegetation consists of ornamental landscaping. Additionally, wildlife is limited to common species typically found in urban environments. Therefore, the proposed project would not result in any significant direct impacts to any sensitive plant species or animals and no mitigation is required. The 2011 IS and EIR concluded that potential impacts to biological resources from construction and development of the Market Street Properties would be less than significant.

The elimination of the sub-grade parking structure does not change the findings in the 2011 IS and EIR that the project will not have a significant impact on biological resources.

5. Cultural Resources

The 2011 EIR determined that none of the on-site buildings meet the criteria for listing in the California Register; however, the former Plaza Hotel buildings at 3801–3823 Market Street/3824–3832 University Avenue and the Heiting Building (3855 Market Street) had been evaluated in 2005 and determined to be eligible for designation under the local ordinance as a Structure of Merit and a Landmark, respectively. Because of the local designation as a Structure of Merit and a Landmark the following mitigation measures addressed potential impacts to historical resources located within the project limits:

- CUL-1** RCCD will conduct the following activities relative to identified historical structures:
- 3801–3823 Market Street/3824–3832 University Avenue, former Plaza Hotel which replaced the Holyrood Hotel.** RCCD shall investigate whether it is feasible to

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preserve and/or adaptively reuse this building, consistent with the Secretary of Interior's Standards for Rehabilitation. If it is determined the building must be demolished for economic or safety reasons, RCCD shall retain an architectural historian to document the building prior to demolition based on the Secretary of the Interior's Professional Qualification Standards, equivalent to Level III of the Historic American Buildings Survey (HABS). The documentation shall include 35-millimeter (35 mm) archival quality black-and-white photographs of all exterior elevations, interior views, character-defining features, and context views, a site plan showing the view of photographs and the building footprint, and any available archival material, including historic photographs, newspaper articles, and architectural drawings. A copy of the current report will satisfy the written data requirement. A copy of the HABS documentation shall be submitted to the City of Riverside Planning and Community Development Department and the Riverside Public Library Local History Resource Center in Riverside, California. Local preservation groups, including the Old Riverside Foundation, shall be given written notice and 30 days to salvage reusable parts of the building upon receiving written authorization from RCCD. **[No longer applicable - the mitigation measure has been implemented.]**

3855 Market Street (Heiting Building), former Citrus Belt Savings and Loan Association. RCCD shall investigate whether it is feasible to preserve and/or adaptively reuse this building to the extent practical, consistent with the Secretary of Interior's Standards for Rehabilitation. If project plans change and it is determined the building must be demolished for economic or safety reasons, RCCD shall retain an architectural historian prior to demolition to supervise removal of the aluminum louvers and plaster backing (as opposed to the steel beams that support the screen) on the front elevation in such a way that the elevation can be documented and evaluated on State of California Department and Parks and Recreation (DPR) 523 forms by an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards. **[No longer applicable the mitigation measure has been implemented.]**

Prior to demolition, documentation equivalent to Level III of the Historic American Buildings Survey (HABS) shall be completed by the architectural historian. The HABS-like documentation shall include 35-millimeter (35 mm) archival quality black-and-white photographs of all exterior elevations, interior views, character-defining features, and context views; a site plan the view of photographs and the building footprint; and any available archival material, including historic photographs, newspaper articles, and architectural drawings. A copy of the current report will satisfy the written data requirement. A copy of the HABS documentation shall be submitted to the City of Riverside Planning and Community Development Department and the Riverside Public Library Local History Resource Center in Riverside, California.

The building shall be demolished in a way that makes it possible to photograph and salvage intact portions of the Churrigueresque decoration. If physically and economically feasible, these portions shall be preserved and incorporated into the design of the campus. If intact portions of the Churrigueresque decoration remain available after this work, local preservation groups, including the Old Riverside Foundation, shall be given written notice and 30 days to salvage reusable parts of the building upon receiving written authorization from RCCD.

RCCD shall install a plaque that includes a description and historic images of the building at the site prior to occupancy of the structure. **[No longer applicable - the mitigation measure has been implemented.]**

CUL-2 Prior to approval of final building plans, RCCD shall include exterior architectural treatments for all new project buildings to ensure that they are "architecturally compatible with and complementary to the existing architectural and

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historic fabric” per City Land Use Objective LU-48, to the greatest extent practical. Furthermore, the architectural design of the proposed new building shall be consistent with the Secretary of Interior’s Standards for Rehabilitation’s Standards (9) and (10). **[No longer applicable - the mitigation measure has been implemented.]**

To protect the potential of discovery of unknown archaeological resources that may be discovered on-site during construction the following mitigation measures addressed potential impacts to archaeological resources that may be located within the project limits:

CUL-3 Because the level of sensitivity for archaeological resources in the City of Riverside General Plan EIR for the project area is “unknown,” an approved Monitoring and Unanticipated Discovery Plan that complies with the requirements of CEQA will be prepared prior to ground disturbance. If any archaeological resources are discovered during excavation, work shall be halted in that area until a qualified archaeologist can be retained to evaluate the discovery and the procedures outlined in the Monitoring and Unanticipated Discovery Plan can be implemented. If necessary, this work will be coordinated with local Native American tribes, depending on the nature of the discovery.

The 2011 EIR determined that the excavation of soils on-site have the potential to uncover sensitive paleontological resources related to the construction of the parking structure and building foundations. The following mitigation measures addressed potential impacts to paleontological resources that may be located within the project limits:

CUL-4 Prior to the issuance of grading permits, the prime contractor shall submit to and receive approval from the RCCD, a Paleontological Resource Impact Mitigation Program (PRIMP). The PRIMP shall include the provision of a trained paleontological monitor during on-site soil disturbance activities. The monitoring for paleontological resources shall be conducted on a half-time basis during the rough-grading phase of the project. In the event that paleontological resources are unearthed or discovered during excavation, Mitigation Measures CUL-5 and CUL-6 shall apply. Conversely, if no paleontological resources are unearthed or discovered on site during excavation, no additional mitigation is required.

CUL-5 If any paleontological resources are discovered during excavation, work shall be halted in that area until a qualified paleontologist can be retained to evaluate the discovery and the procedures outlined in the PRIMP can be implemented. The paleontological monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation to an offsite location. During monitoring, samples of soil shall be collected and processed to recover microvertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains.

CUL-6 If paleontological resources are unearthed or discovered during excavation of the project site, the monitoring for paleontological resources shall be conducted on a full-time basis for the duration of the rough-grading of the project site. The following recovery processes shall apply:

- Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques.
- All fossils collected during the project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified shall be provided to the museum repository along with the specimens.

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- A report documenting the results of the monitoring and salvage activities and the significance of the fossils shall be prepared.
- All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository (such as the Western Science Center or the Riverside Metropolitan Museum).

Since the approval of the project, the 3801–3823 Market Street/3824–3832 University Avenue, former Plaza Hotel which replaced the Holyrood Hotel has been demolished. In addition, the Heiting Building façade has been removed and the building is undergoing restoration. Mitigation Measures CUL 1 and CUL-2 have been implemented.

The elimination of the sub-grade parking structure will eliminate the need to dig deeper into the on-site soils therefore, reducing the likelihood that construction activities will encounter fossiliferous soils. However, the implementation of Mitigation Measures CUL-4, 5 and 6 will protect paleontological resources that may be uncovered during construction regardless of whether the parking structure is eliminated or not.

6. Geology and Soils

The 2011 IS and EIR concluded the structures will be subject to the Uniform Building Code (UBC) standards and conditions of the Office of the State Architect that address structure integrity, and the damage caused by an earthquake by the San Jacinto Fault *and other faults* is expected to be minimal. The California Building Code (California Code of Regulations, Title 24) establishes engineering standards appropriate for the seismic zone in which development may occur. Adherence to the UBC and California Building Code (CBC) standards would ensure potential ground shaking impacts would be reduced to a less than significant level. Therefore, implementation of the project is not anticipated to expose people or structures directly to fault rupture during seismic events resulting from an Alquist-Priolo earthquake fault zone.

The 2011 IS and EIR did conclude that there will be increased erosion potential during the construction phase due the movement of on-site soils during construction of the underground parking structure. Development of the project site would involve the disturbance of less than one acre and hence a National Pollutant Discharge Elimination System (NPDES) permit is not required. Due to the urban nature of the proposed project site and vicinity, it is unlikely that substantial soil erosion would occur as the majority of the site would be covered with impermeable surfaces. For these reasons, soil erosion impacts would be reduced to a less than significant level and no mitigation would be required.

Development of the project would require adherence to applicable provisions of the City's NPDES permit, including the submittal of an Interim Erosion Control Plan (IECP) per grading ordinance for sites less than one acre in size, to address erosion and discharge impacts associated with the proposed on-site grading. In addition to the preparation of an IECP, the developer will be required to submit a project-specific Water Quality Management Plan (WQMP). The WQMP will identify measures to treat and/or limit the post-construction entry of contaminants into storm flows. The WQMP is required to be incorporated by reference or attached to the project's SWPPP as the Post-Construction Management Plan. Adherence to applicable provisions of the NPDES permit and IECP will reduce potential erosion impacts to a less than significant level. This conclusion will not change with the elimination of the sub-grade parking structure.

The 2011 IS and EIR concluded development of the site would require excavation of on-site soils to construct the underground parking structure. During excavation and construction of the underground parking structure, the potential exists for collapse of the excavated pit walls that could injure or kill construction workers. The construction plans will be reviewed by DSA to ensure that adequate shoring structures are implemented to eliminate collapse of the excavated pit walls during project construction. The shoring structures shall comply with CBC and any other applicable

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standards dictated by the DSA and this would ensure that construction measures are implemented to eliminate collapse of the excavated pit walls during project construction. Mitigation was provided to ensure the regulations are followed.

- GEO-1** The DSA will require construction measures that would meet and exceed the seismic safety standards set forth in the CBC. Adherence to these existing, required measures will reduce impacts associated with lateral spreading to less than significant levels.
- GEO-2** The construction plans shall be reviewed by DSA to ensure that adequate shoring structures are implemented to eliminate collapse of the excavated pit walls during project construction.
- GEO-3** The shoring structures shall comply with CBC and any other applicable standards dictated by the DSA. As part of DSA's review of the structural design and safety, the engineering plans will be reviewed for structural integrity and safety by DSA. This will minimize the potential for collapse of the excavated pit walls during project construction.

The current development proposal is to eliminate the sub-grade parking structure which would reduce the project's potential to be affected by seismic hazards, soil erosion, and soil collapse by eliminating an additional structure on-site and the need to grade for the sub-surface structure. Although there would be no significant impact identified for the elimination of the parking structure the implementation of the original mitigation measure will further ensure that no significant impacts will occur.

7. Greenhouse Gas Emissions

The 2011 EIR concluded construction and operation of project development would generate GHG emissions, with the majority of energy consumption (and associated generation of GHG emissions) occurring during the project's operation (as opposed to its construction). GHG emissions associated with the proposed project would occur over the short term from construction activities, consisting primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related new vehicular trips and stationary source emissions, such as natural gas used for heating and electricity usage for lighting. The construction emissions in terms of CO₂ and annual CO₂e GHG emissions are from increased energy consumption, water usage, solid waste disposal, and estimated GHG emissions from vehicular traffic that would result from implementation of the project.

GHG emissions generated by the project would predominantly consist of CO₂. In comparison to criteria air pollutants such as O₃ and PM₁₀, CO₂ emissions persist in the atmosphere for a substantially longer period of time. While emissions of other GHGs, such as CH₄, are important with respect to global climate change, emission levels of other GHGs are less dependent on the land use and circulation patterns associated with the proposed land use development project than are levels of CO₂.

The project is required to implement the construction exhaust control measures including minimization of construction equipment idling and implementation of proper engine tuning and exhaust controls. Both of these measures would reduce GHG emissions during the construction period, but other measures would be required to reduce GHG emissions to a less than significant level.

The project would generate up to 2,200 tons of CO₂e per year of new emissions. The emissions from vehicle exhaust would comprise approximately 59 percent of the project's total CO₂e emissions. The emissions from vehicle exhaust are controlled by the State and Federal governments and are outside the control of the local agencies.

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The remaining CO₂e emissions are primarily associated with building heating systems and increased regional power plant electricity generation due to the project's electrical demands. Specific development projects proposed under the project would comply with existing State and Federal regulations regarding the energy efficiency of buildings, appliances, and lighting, which would reduce the project's electricity demand. The new buildings constructed in accordance with current energy efficiency standards would be more energy efficient than older buildings.

The project emissions are estimated to be 2,200 tons of CO₂e per year. This is an increase over the baseline and there is no directly applicable threshold, but the project is below the SCAQMD's draft threshold for mixed-use projects, which is 3,000 tons per year of CO₂e. In order to help further reduce the project's air pollutant emissions, the RCCD plans to include design features that are consistent with the achievement of a LEED "Certified" rating; however, the RCCD will not submit the project for actual LEED certification, which would require the completion of necessary applications through the United States Green Building Council [USGBC] and payment of pertinent application and processing fees in an effort to obtain the LEED Certified rating. RCCD has contracted with architects whose staffs include LEED Accredited Professionals to oversee efforts to meet LEED certification standards.

However, in order to ensure that the project complies with and would not conflict with or impede the implementation of reduction goals identified in AB 32, the Governor's EO S-3-05, and other strategies to help reduce GHGs to the level proposed by the Governor, **Mitigation Measure GHG-1** will be implemented. Many of the individual elements of this measure are already included as part of the project or are required as part of project-specific mitigation measures.

The new facilities will be designed to meet applicable LEED standards but would not be submitted for actual certification under the LEED program. RCCD is required to meet or exceed current energy efficiency standards outlined in California Title 24, accommodate renewable energy facilities, and include transportation and motor vehicle reduction measures. Although GHG emission impacts are expected to be less than significant, the District will further reduce its GHG emissions through the implementation of the following measure:

GHG-1 Prior to occupancy of the project, RCCD shall incorporate the following conceptual design criteria into project buildings and facilities to the extent applicable and practical:

Energy Efficiency Measures

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping;
- Install lighting and lighting control systems that are more efficient than required under Title 24;
- Install light-colored pavements and cool roofs; and
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.

Water Conservation and Efficiency Measures

- Devise a comprehensive water conservation strategy appropriate for the project and location. The strategy may include the following, plus other innovative measures that might be appropriate:
 - Create water-efficient landscapes within the development;
 - Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls;
 - Use reclaimed water for landscape irrigation within the project if available;

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- o Install the infrastructure to deliver and use reclaimed water if available; and
- o Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.

Solid Waste Measures

- Reuse and recycle at least 50 percent of construction waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);
- Provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas; and
- Provide employee education about reducing waste and available recycling services.

Although there would be no significant impact identified for the elimination of the parking structure the implementation of the original mitigation measure will further ensure that no significant greenhouse gas emission impacts will occur.

8. Hazards and Hazardous Materials

The 2011 IS and EIR concluded the demolition of the façade of the Heiting building, the RCCD System's Office and the Plaza Hotel may result in the transportation and disposal of hazardous materials such as petroleum products, asbestos-containing materials (ACM), and lead-based paint (LBP). The construction and operation of the new structures and renovation of the Heiting building may also result in the use, storage and disposal of typical hazardous waste such as pesticides, fertilizer, and other household hazardous products such as paint products, solvents, and cleaning products. Therefore, a Phase I Environmental Site Report for the Plaza Hotel (3801 Market Street)¹ and the Riverside Community College District Systems Office Building (3835 Market Street)¹ for hazardous materials and a Phase I Environmental Site Report for the Heiting Building² (also known as the former Citrus Belt Savings and Loan Building) for hazardous materials has been prepared.

Although RCCD is in compliance with both state and federal requirements and has a HMBEP Facility Certification # FA0018086 filed and approved by the City of Riverside Fire Department, the handling of hazardous materials on the project site is a potentially significant impact requiring mitigation. The following mitigation measures were identified in the 2011 EIR to reduce potential impacts associated with hazardous materials to less than significant levels by safely removing identified sources of contamination.

HAZ-1 Prior to the renovation or demolition of any structure built prior to 1963, an inspection for Asbestos-Containing Building Materials (ACM) shall be conducted by a California Site Surveillance Technician (CSST) registered by the California Division of Occupational Health and Safety (CalOSHA) for ACM. The purpose of the ACM inspection is to locate and identify suspected ACM that will be impacted during the demolition portion of the project. Once a visual inspection is performed, representative asbestos samples (if present) shall be collected in accordance with the U.S. Environmental Protection Agency (USEPA) established guidelines document, "Guidance for Controlling Asbestos-Containing Materials in Buildings (USEPA 560/5-85-024, 1985) and USEPA 40 CFR Part 763 "Asbestos-Containing Materials in Schools, Final Rule". After sampling, ACM shall be abated/removed from the project site by a California State Registered Asbestos Abatement Contractor

¹ Phase I Environmental Site Assessment Report, Proposed Six-Block Downtown Development, Riverside California, SCS Engineers, October 26, 2001.

² Phase I Environmental Assessment Report, Heiting Property 3845-3855 Market Street, Riverside, CA, SECOR International Incorporated, November 14, 2001.

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registered by the Division of Occupational Health and Safety (OSHA) in accordance with the California Administrative Code, Title 8, and article 2.5. and in adherence to the South Coast Air Quality Management District (SCAQMD) Asbestos Hazard Emergency Response Act (AHERA) pursuant to CFR Chapter 40, Part 763, subpart E. **[No longer applicable – the 2 buildings have been demolished and the Heating Building façade has been removed and the mitigation measure has been implemented.]**

HAZ-2 Prior to disturbance of building materials or renovation or demolition of any structure in the project, a lead-based paint (LBP) x-ray fluorescent (XRF) survey will be conducted by a CalOSHA Certified Site Surveillance Technician (CSST) in accordance with Federal HUD “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards” and OSHA regulations (Standards-29 CFR 1926.62 APP. A) applicable to workers potentially exposed to lead through inhalation. An LBP abatement plan shall be prepared consistent with those standards based upon this inspection. **[No longer applicable – the 2 buildings have been demolished and the Heating Building façade has been removed and the mitigation measure has been implemented.]**

HAZ-3 Prior to the renovation or demolition of any structure built prior to 1963, a State of California licensed Professional Geotechnical Engineer shall complete an updated Phase I Environmental Site Assessment for the project site. **[No longer applicable – the 2 buildings have been demolished and the Heating Building façade has been removed and the mitigation measure has been implemented.]**

HAZ-4 Prior to renovation or demolition of any structure with an elevator, the elevator equipment and subsoil area surrounding the elevator shall be assessed for possible leaks by a California licensed Hazardous Substances Removal classified inspector. The inspector will utilize visual inspection to identify and quantify Universal Waste Rule materials. A CalOSHA licensed Hazardous Materials Substances Removal contractor shall dispose of any hazardous materials identified by the inspector. **[No longer applicable – the 2 buildings have been demolished and the Heating Building façade has been removed and the mitigation measure has been implemented.]**

HAZ-5 Due to the age of the Plaza Hotel structure proposed for demolition (i.e., prior to 1960), the Polychlorinated Biphenyls (PCB) content in older fluorescent light fixtures shall be evaluated prior to removal and proper disposal of the fixtures by a CalOSHA Certified Site Surveillance Technician (CSST). The CSST will utilize visual inspection to identify and quantify Universal Waste Rule materials (e.g., PCB ballasts, fluorescent light tubes, mercury switches. A CalOSHA licensed Hazardous Materials Substances Removal contractor shall dispose of any hazardous materials identified by the CSST. **[No longer applicable – the 2 buildings have been demolished and the Heating Building façade has been removed and the mitigation measure has been implemented.]**

HAZ-6 If the updated Phase I Environmental Assessment reveals underground tanks in the project site area, prior to the issuance of the Certificate of Occupancy, RCCD shall prepare and submit a Spill and Emergency Response Plan (SERP) to the City of Riverside Fire Department for approval. The SERP shall consider fire response, absorbents for surface leaks, methods and schedule for removal of fuel or other hazardous material from leaking primary containers, and report of a release to the underlying soils or drainage channels. A copy of the SERP shall be maintained and made available for review at the project site and the Riverside City Campus. With the completion of an updated Phase I, disposition of possible underground tanks will become known and managed safely by RCCD staff. **[No longer applicable – the mitigation measure has been implemented.]**

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Since the approval of the project and certification of the 2011 EIR, the demolition of the façade of the Heiting building and demolition of the RCCD System's Office and the Plaza Hotel have occurred. As a result Mitigation Measures HAZ 1-6 have been implemented and are no longer applicable.

9. Hydrology and Water Quality

The 2011 IS and EIR concluded that incorporation of Water Quality Management Plan (WQMP) and identified Best Management Practices (BMPs) will control predictable pollutant runoff and thus reduce water quality impacts. Waste handling, hazardous materials handling, or storage, delivery areas, loading docks or other outdoor work areas would be subject to all RCCD hazardous waste materials handling as previously described and the RCCD Business Emergency Plan and Certified facility plan #FA0018086 and hazardous materials. Because adherence to the requirements of the HMBEP would be required by the City of Riverside Fire Department to, during, and after construction, potential water quality impacts resulting from hazardous material contamination would be reduced to a less than significant level and no additional mitigation measures are required. Additionally, no groundwater extractions or additions will occur as a result of project implementation and the underlying aquifer will not be intercepted.

The elimination of the sub-grade parking structure does not change the findings in the 2011 IS and EIR that the project will not have a significant impact on hydrology and water quality.

10. Land Use and Planning

The 2011 EIR determined the land use designation for the project site and its surrounding land uses is DSP-Downtown Specific Plan as per City of Riverside General Plan 2025. Within the DSP, the site and its surrounding land uses are part of the Raincross District and the Arts, Culture and Entertainment District. Educational facilities are a conditionally permitted use within the Downtown Specific Plan-Raincross District land use guidelines. RCCD Board has adopted a resolution that exempts it from City zoning requirements; however, compatibility with the applicable DSP guidelines will be adhered to in the design of the RCCD Market Street Project. This compatibility of DSP guidelines with the project's architectural and engineering project design will occur at the appropriate time in the project's planning and review phases. The project was determined to be consistent with the design policies or the DSP and policies of the City of Riverside General Plan.

The 2011 EIR also concluded that the project is consistent with the Southern California Association of Governments (SCAG), Regional Comprehensive Plan (RCP), Regional Transportation Plan (RTP), and Compass Growth Vision (Compass) and the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan.

The character and overall intensity of the proposed new building is consistent with and comparable to existing land uses within the downtown of the City and in the project's vicinity. Because the 2011 EIR concluded that land use and planning impacts were less than significant no mitigation was proposed.

The elimination of the sub-grade parking structure does not change the findings in the 2011 IS and EIR that the project will not have a significant impact on land use and planning.

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11. Mineral Resources

The 2011 IS and EIR concluded that the Market Street property did not contain significant mineral resources that were accessible for extraction, so impacts would be less than significant without mitigation. The current development proposal for the project site will also not affect mineral resources. The elimination of the sub-grade parking structure does not change the findings in the 2011 IS and EIR that the project will not have a significant impact on mineral resources.

12. Noise

Short-term noise impacts would be associated with demolition, grading and erecting of buildings on site during construction of the proposed project. Construction-related short-term noise levels would be higher than existing ambient noise levels in the project area today, but would no longer occur once construction of the project is completed.

Certain land uses are considered more sensitive to noise than others. Examples include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. White Park is located approximately 80 feet south of the project site, while residential uses are located on either side of University Avenue approximately 800 feet west of the project site.

The closest noise-sensitive receptor locations would be White Park to the south and the Riverside School of Arts to the west, approximately 50 feet from the project boundary. With the potential to expose adjacent noise-sensitive uses to noise levels exceeding 75 dBA L_{max} , the impact associated with earthmoving equipment is considered significant and mitigation was proposed in the 2011 EIR. The proposed project would be required to comply with the construction hours specified in the City's Noise Ordinance to ensure that noise from earthmoving equipment would reduce impacts.

The first measure will ensure that construction noise is consistent with the City's noise ordinance, ensuring that there will not be a significant noise impact at sensitive receptors, while the other measures will further reduce construction noise levels:

- NOI-1** RCCD, through its Prime Contractor, shall restrict construction activities to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, 8:00 a.m. to 5:00 p.m. on Saturdays, and shall prohibit work on Sundays and Federal holidays, consistent with City noise restrictions.
- NOI-2** RCCD, through its Prime Contractor, shall ensure that all grading and construction equipment, fixed or mobile, shall have properly operating and maintained mufflers consistent with manufacturers' standards.
- NOI-3** RCCD, through its Prime Contractor, shall place all stationary construction equipment so that emitted noise is directed away from White Park (i.e., closest sensitive receptor) to the extent practical or feasible.
- NOI-4** RCCD, through its Prime Contractor, shall stage equipment in areas as far as practical from White Park (i.e., closest sensitive receptor) to create the greatest distance between construction-related noise sources and the closest noise-sensitive receptor to the project site during all project construction.

Long-term noise impacts from the project would be traffic noise and noise from on-site stationary sources associated with truck loading and unloading, parking lot activities, and other noise-generating activities. The traffic noise along Market Street would affect the buildings located along Market Street and Mitigation Measure NOI-5 was proposed to reduce the noise impact to less than significant.

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The following mitigation measure is required to mitigate traffic noise impacts for new on-site uses to less than significant levels:

NOI-5 RCCD, through its Prime Contractor, shall install an air conditioning system or some form of mechanical ventilation for any rooms directly exposed to Market Street traffic prior to occupancy of the project.

The elimination of the sub-grade parking structure does not change the findings in the 2011 EIR. The project will continue to require the implementation of Mitigation Measures NOI-1 through NOI-5.

13. Population and Housing

According to the 2011 IS and EIR the project site is located in an urbanized area where roadways and utility infrastructure already exist and municipal services are currently provided. The extent to which the new jobs created by a project are filled by existing residents is a factor that tends to reduce any growth-inducing effect of a project. The project will create short-term jobs during the construction phase. These short-term positions would be filled by workers who, for the most part, would already reside in the project area; therefore, construction of the proposed project would not generate a temporary or permanent increase in population within the project area.

The project consists of the construction of an approximately 51,600-square foot for culinary arts, shared classroom, and RCCD office building. The adjacent former Citrus Belt Savings and Loan building (Heiting Building) will provide additional 12,000-square foot of gallery and storage space for various arts collections. With implementation of the project, approximately 104 employees will work as District staff, 7 employees as faculty for the Culinary Arts program, and 2 employees will manage the gallery and archives center.

Similar to the short-term construction jobs, it is anticipated that these educational and administrative positions would be filled by workers who would already reside in the project area or are other local and regional workers. Therefore, operation of the proposed project is not anticipated to generate a permanent increase in population within the project area. In order to serve the new building, the project would utilize existing roadways and require connection of utility lines to existing utility systems. Since these systems are already in place, the expansion of infrastructure would only serve the proposed project and would not indirectly induce a substantial growth in population.

The elimination of the sub-grade parking structure does not change the findings in the 2011 IS and EIR that the project will not have a significant impact on population and housing.

14. Public Services

Fire Protection. The 2011 IS and EIR concluded that Fire protection and emergency services within the City of Riverside and for the project site are provided by the Riverside Fire Department. The project would increase the need for fire protection services within the City. The project is located within the primary response radius of Fire Station No. 1, located at 3420 Mission Inn Avenue and Lime Street less than one mile east of the project site. The project will install fire protection equipment per City and State guidelines, and will meet the City of Riverside Fire Department's service radius standards for fire and emergency services protection. Therefore, the fire and emergency response is considered adequate and potential impacts associated with fire protection services and facilities are less than significant and no mitigation was required. The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR.

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Riverside Community College District**

Police Services. Police protection service to the City is provided by the Riverside Police Department. The 2011 IS and EIR concluded that as population increases and as vacant properties are developed with commercial, industrial, and residential uses, the demand on law enforcement personnel and facilities would increase. In addition to population, other factors such as the number and/or type of business, and type of clientele are taken into consideration when assessing the need for additional law enforcement personnel or facilities.

The City Police Department has established a target response goal of 4.5 minutes for major crimes in progress, 9.5 minutes for minor crimes in progress, and 12.5 minutes for crimes that have already occurred. Because police response is based on the severity or nature of the call itself, response times may range from as short as 4.5 minutes and as long 12.5 minutes. The City monitors staffing levels to ensure that adequate police protection continues to be provided as individual development projects are proposed and on an annual basis as part of the City Council's budgeting process. Therefore, it was determined the project would not result in a significant reduction in police response times due to the continual monitoring of police staffing levels by the City.

Further, additional security for the project will be provided by RCCD campus security patrols. Accordingly, impacts associated with police services for the proposed project would be less than significant and no mitigation was required. The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR.

Schools. The 2011 IS and EIR concluded the project does not include the construction of residential dwelling units that would lead to an increase in the number of students at local schools; therefore, no direct impact on school services and facilities would occur. The project is a RCCD project that will relocate the existing culinary arts program and include the enlargement of the RCCD Systems Offices to consolidate all the RCCD systems offices currently located at various sites within the District. Because the project is a RCCD project and is located within the RCCD boundaries and does not include any residential development that would contribute school-age students' impacts on the local school district, schools will not be directly affected. A less than significant impact to school service and/or facilities would occur. The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR. Adequate parking for the project will be provided by the purchase of 100 spaces in a city owned parking structure and by using the surface parking lot controlled by RCCD located immediately west of the project site providing an additional 188 spaces for use by students and patrons.

Parks. The 2011 IS and EIR concluded that the project does not include a residential component that would increase local or regional populations; therefore, it would not increase usage at existing recreational facilities in the project area. The project does not include recreational amenities or parkland. Because the project would not cause a significant increase in the use of existing neighborhood or regional parks or other recreational facilities in the area, no impacts associated with this issue would occur and no mitigation would be required. The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR.

Other Public Facilities. Demand for governmental or other public services such as libraries are primarily generated by permanent residential populations. The 2011 IS and EIR concluded the project does not have a residential component and will be constructed in an urbanized area in downtown Riverside where public services are already concentrated. Public facilities will be minimally affected by project implementation; therefore, impacts are less than significant.

The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR. Adequate parking for the project will be provided by the purchase of 100 spaces in a city owned parking structure and by using the surface parking lot controlled by RCCD located immediately west of the project site providing an additional 188 spaces for use by students and patrons.

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

15. Recreation

The 2011 IS and EIR concluded that the project would not generate significant new demand for recreational facilities or services within the City. It concluded that impacts in this regard would be less than significant without mitigation. As there are no residential land uses within the proposed project, no demand for park facilities is expected; however, due to proximity of White Park to the project, students may use the facilities of White Park. The use of White Park by students was determined to be less than significant. The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR.

16. Transportation/Traffic

A traffic study was prepared for the project concluded the project would generate 622 net new daily trips, with 83 trips occurring during the a.m. peak hour and 80 trips occurring during the p.m. peak hour. This would translate as Level of Service (LOS) D for all study intersections or better in the Opening Year (2011) plus project conditions and including cumulative projects. Since LOS D is defined as the minimal intersection LOS performance standard in the City of Riverside, the project would not conflict with the City's circulation system performance standard.

According to the 2011 EIR (section 2.0) the City requested that the District also have a plan to accommodate traffic, pedestrians, and bicycles on adjacent streets during construction. Therefore, the following mitigation measure was proposed:

TRA-1 Prior to the start of construction, the RCCD shall prepare a Traffic Mitigation Plan (TMP) for review and comment by the City. The TMP shall address traffic, parking, pedestrian access, and bicycle access on adjacent streets during project construction, including any off-site parking areas, rerouting of pedestrian or bicycle lanes or paths, and lane closures if needed. Flag persons with radio communication shall be utilized if needed to coordinate and help minimize traffic disruption or interference with existing travel lanes to the greatest extent practical.

Implementation of this measure will help ensure that potential traffic impacts of the project during construction will remain at less than significant levels.

Since the project is located in an existing urban downtown, the roadways and infrastructure are already established. Any off-site street improvements (curb, gutter, and sidewalk) along the street frontage of the site would be constructed in accordance to applicable City of Riverside standards. The project would not cause a substantial increase in traffic hazards, design features or incompatible uses as the project's on-site or off-site improvements do not include any sharp curves, dangerous intersections, or incompatible uses. The project will not affect emergency access that is already afforded by the existing street system. Whittier Place, the street between the project site and White Park, also serves as a fire lane. The project would not, therefore, result in inadequate emergency access, resulting in a less than significant impact associated with emergency access.

Further, the project also includes features supporting transportation and vehicle trip reduction. The project site is located near bus transit routes along Market Street and University Avenue. The Riverside Transit bus Downtown terminal is located right across the project site on University Avenue along with Riverside Greyhound station. Besides the projected parking requirements, the project design also includes bike parking.

The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR. Adequate parking for the project will be provided by the purchase of 100 spaces in a city

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

owned parking structure and by using the surface parking lot controlled by RCCD located immediately west of the project site providing an additional 188 spaces for use by students and patrons. Traffic that would be entering and exiting the project site associated with on-site parking would be eliminated; therefore, reducing potential conflicts with pedestrians and traffic along University Avenue. The traffic associated with the parking structure north of the Fox Theater was already evaluated when the parking structure was proposed. The purchase of 100 spaces by the RCCD in this parking structure will not affect traffic associated with this structure.

17. Utilities and Service Systems

The project will be served by public utilities such as water, wastewater, stormwater drainage, and solid waste disposal services. The City of Riverside Public Utilities (RPU) will provide the potable and recycled water supply and will also provide the wastewater collection services. Solid waste collection and disposal services in Riverside County are provided by the Riverside County Solid Waste Management District (RCSWMD). The 2011 IS and EIR concluded the project will not have a significant effect on public utilities. The elimination of the sub-grade parking structure will not change the conclusion of the IS and EIR.

6.0 FINDINGS AND CONCLUSIONS

Based on the project description contained in Section 4.0, each of the issues addressed in the Final EIR have been evaluated, leading to the following findings and conclusions.

- The Final EIR sets forth mitigation measures that reduce the impacts of the Market Street Properties to below a level of significance, with the exception of loss of open space, air quality, biological resources, water supply and traffic and transportation.
 - Development of the Market Street Properties as proposed without the parking structure is required to implement applicable mitigation measures of the Final EIR.
- The proposed elimination of the parking structure does not make changes in the types or intensity of development that are permitted by the Market Street Properties project and does not alter the densities or types of development analyzed in the Final EIR.
- The potentially significant effects of the elimination of the on-site parking structure will be minimized since development of the Market Street Properties project is subject to the Final EIR mitigation measures. Because the development that would occur pursuant to the Market Street Properties project have the same mix of uses and less development intensity as was addressed in the Final EIR, there are no significant impacts that will result from the proposed development of the Market Street Properties project are those that were previously identified in the FEIR.
- Because the development that would occur pursuant to the provisions Market Street Properties will have the same mix of uses and development intensity as was addressed in the Final EIR, the significant impacts that would result from the proposed elimination of the on-site parking structure will be no more severe than those examined in the previous Final EIR.
- In analyzing the impacts of the proposed elimination of the on-site parking structure, the City did not find that any mitigation measures that were previously believed to be infeasible could, in fact, be implemented, substantially reducing one or more significant effects of the Market Street Properties.
- There is no evidence of the existence of feasible mitigation measures or alternatives that are considerably different than those that were analyzed in the previous EIR that would substantially reduce significant effects of the proposed that the RCCD has declined to implement.

**Addendum No. 1 – Market Street Properties Environmental Impact Report
Riverside Community College District**

- Based on this analysis and the information contained herein, the evidence is that the environmental analysis of the proposed elimination of the on-site parking structure requires no more than minor changes to the Final EIR.

Thus, none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

1. *The change in the project analyzed in the Final EIR for the General Plan is not substantial.* Substantial changes in the project are those that would require “major revisions of the previous EIR ... due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.” As noted above, the proposed elimination of the on-site parking structure will not result in new significant impacts or a substantial increase in the severity of previously identified significant effects.
2. *The circumstances under which the project is undertaken have substantially changed.* Substantial changes in the circumstances under which the project is being undertaken are those defined as those that would “require major revisions of the previous EIR ... due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.” The only changes required in the Final EIR to address the impacts of the proposed elimination of the on-site parking structure are to include the project description contained in this Addendum as part of the Final EIR project description.
3. *New information of substantial importance, which was not known and could have not been known, with the exercise of reasonable diligence at the time the previous EIR was certified, shows:*
 - “The project will have one or more significant effects not discussed in the previous EIR...;
 - Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

As noted above, there is no evidence that any of these conditions exist.

Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared “if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Since none of the conditions of Section 15162 of the State CEQA Guidelines occur, an Addendum to the Market Street Properties EIR is the appropriate form of environmental documentation under CEQA for the proposed elimination of the on-site parking structure.



Agenda Item (VIII-D-1)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Facilities (VIII-D-1)
Subject	Norco Operations Center for Budget Revision, Amendment and Agreements
College/District	Norco
Funding	Norco College Allocated Measure C Funds
Recommended Action	The Board of Trustees approve the following items for the Norco Operations Center project: (1) Revise project budget to the amount of \$11,775,000; (2) Amendment No. 2 with Tilden-Coil Constructors, Inc. in the amount of \$261,630; (3) Agreement with Inland Inspections and Consulting in the amount of \$139,300; (4) Agreement with River City Testing in the amount of \$116,577.

Background Narrative:

On December 15, 2009, the Board of Trustees approved a tentative project budget in the amount of \$16,834,625 for the Norco Operations Center. On June 21, 2011 the Board of Trustees approved augmenting the project budget by \$80,000 for Information Technology audit recommendations, increasing the total budget to \$16,914,625. Due to a reduction of Norco College allocated Measure C funds the College has reduced the project scope and requests the Board of Trustees approve a reduced project budget in the amount of \$11,775,000. The project scope now includes a reduced gross square footage of office, storage, and meeting space for maintenance and operations functions (custodial, grounds, trades services, and warehouse and receiving operations), the building will still include the college NOC, Information Services, Instructional Media Center support space and space to house the college Emergency Command Center (ECC).

Additionally, staff requests approval of Amendment No. 2 with Tilden-Coil Constructors, Inc. in the amount of \$261,630 for additional general conditions for the Norco Operations Center project. Originally a "shared" monthly discounted rate was agreed upon due to the concurrent construction activities of the Norco Operations Center and Norco Secondary Effects projects. However, due to delays associated with the Information Technology (IT) audit and project funding, the two projects will no longer "share" nine months of concurrent construction activities; therefore, an increase to the general conditions for the Norco Operations Center project is required. The agreement with Tilden-Coil Constructors, Inc. totals \$1,839,793, including amendments and reimbursable expenses.

Staff also requests approval to enter into an agreement with Inland Inspections and Consulting for DSA Inspection Services for the Norco Operations Center project at Norco College. Services under this agreement would include all on-site DSA required Inspector of Record (IOR) services and District specialty and quality control inspections for a total amount not to exceed \$139,300.

Lastly, staff requests approval to enter into an agreement with River City Testing to provide DSA Special Inspection and Testing Laboratory Services for the Norco Operations Center project at Norco College project. Services under this agreement would include all specialty and material testing for a total amount not to exceed \$116,577.

Contract amendment and agreements are attached for review and consideration.

Prepared By: Debbie DiThomas, Interim President, Norco College
Laurens Thurman, (Interim) Vice President, Business Services
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development
Michael Stephens, Director, Construction

Attachments:

[NOC Amendment and Agreements 03-20-12](#)

SECOND (2) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
TILDEN-COIL CONSTRUCTORS, INC.
(Norco Operations Center at Norco College)

This document amends the original agreement and amendment between the Riverside Community College District and Tilden-Coil Constructors, Inc., which was originally approved by the Board of Trustees on December 15, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$261,630, including reimbursable expenses, totaling agreement to \$1,839,793. The term of this agreement shall be from the original agreement date of December 16, 2009 to the completion of the project. Payments and final payment shall coincide with the original construction management agreement.
- II. The additional scope of work is described in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 2 as of the date written below.

TILDEN-COIL CONSTRUCTORS, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Brian Jaramillo
President
3612 Mission Inn Ave.
Riverside, CA 92501

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Norco Operations Center at Norco College

NARRATIVE:

Tilden Coil Constructors, Inc. (TCC) requesting additional General Conditions (GC's) be made available for the Norco Operations Center project. Circumstances beyond Tilden-Coil's control have contributed to potential added GC exposure. Originally GS were budgeted considering concurrent management activities with the Norco Secondary Effects project. Due to delays associated with IT development and project funding the two projects will no longer "share" 8 months of concurrent construction activities. Therefore, TCC is requesting this augmentation to the GC budget to account for the lost economic value offered by what would have otherwise been observed if the two projects ran concurrent.

REFERENCES:

- Original Norco Operations Baselines Construction Schedule
- Revised Norco Operations Baseline Construction Schedule
- Project Construction Management General Conditions

RESOLUTION:

TCC is requesting an additional nine (9) months of "shared" GC be made available in order to support required Construction Management services that no longer run concurrent with the Norco Secondary Effects project. This augmentation of GC is derived from the original sixty (60) week duration negotiated to perform the required work. Based upon the original budgeted GC contract amount of \$813,946 a "shared" monthly rate of \$29,070 has been resolved and is being used to calculate the required augmentation.

Original GC \$813,946

Projected GC monthly expenditure \$58,140

Budgeted "shared" Norco Operations GC monthly expenditure \$29,070

COST DETAIL:

9 Shared Months of General Conditions	\$261,630
Total	\$261,630

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INLAND INSPECTIONS & CONSULTING

THIS AGREEMENT is made and entered into on the 21st day of March, 2012, by and between INLAND INSPECTIONS & CONSULTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Norco College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from March 21, 2012, to the estimated completion date of December 31, 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 \$139,300 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Consultant hereunder specific only to this project, 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 and defended

against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning and Development, who will obtain approval from the Board of Trustees before releasing the information requested.

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 upon adjudicated 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 actual negligence, recklessness or willful misconduct and only in proportion thereto. 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 actual 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 upon any adjudicated 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 actual negligence, recklessness, or willful misconduct and only in proportion thereto. 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 actual 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, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or 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.

Inland Inspections & Consulting

Riverside Community College District

Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd., Ste. 4
Riverside, CA 92508

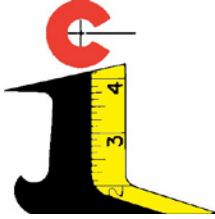
James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services



INLAND INSPECTIONS & CONSULTING

7338 SYCAMORE CANYON BLVD., STE. 4, RIVERSIDE, CA 92508
(951) 697-1000 * FAX (951) 697-1030

June 12, 2011

AMENDED OCTOBER 27, 2011

Attention: Michael Stephens

MAILED TO: michael.stephens@rccd.edu

RE: Norco College Network Operations Center
DSA Application Number Unknown
DSA Project Inspector

Pursuant to your request, I am providing this proposal for the referenced service. Our estimated fee for this project is \$139,300.00. This proposal is based on a review of a submittal set of plans and a preliminary schedule received from Tilden-Coil Constructors, Inc. It is my understanding that this project will have a ten (10) month duration.

We will submit monthly invoices as work on this project progresses.

DSA Project Inspector (10 months)	
1,592 hours @ \$87.50 per hour	\$139,300.00

NOTE REGARDING OVERTIME RATES:

Normal hours:	eight hours Monday-Friday, excluding any Holiday
Overtime hours:	first 4 overtime hours Monday-Friday, excluding any Holiday
(1½ x hourly rate)	first 12 hours on Saturday, excluding any Holiday
Double-time hours:	all hours over 12 on Monday-Saturday
(2 x hourly rate)	all hours on Sunday or Holiday

Please contact me if you have any questions regarding our services or fees.

Sincerely,
Robert E. Schumacher

Robert E. Schumacher
Director of Operations

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

RIVER CITY TESTING

THIS AGREEMENT is made and entered into on the 21st day of March, 2012, by and between RIVER CITY TESTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Norco College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from March 21, 2012, to the estimated completion date of December 31, 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 \$116,577 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Consultant hereunder specific only to this project, 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 and defended

against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning and Development, who will obtain approval from the Board of Trustees before releasing the information requested.

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 upon adjudicated 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, attorney's 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 actual negligence, recklessness or willful misconduct and only in proportion thereto. 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 actual 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 upon any adjudicated 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 actual negligence, recklessness, or willful misconduct and only in proportion thereto. 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 actual negligent acts are fully and finally barred by the applicable statute of limitations.
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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, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or 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.

River City Testing

Riverside Community College District

Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd., Ste. 4
Riverside, CA 92508

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services



River City Testing
7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508
(951) 697-0800 ~ fax (951) 697-5744

July 12, 2011

AMENDED OCTOBER 27, 2011

AMENDED JANUARY 9, 2012

Attention: Michael Stephens

E-MAILED TO: michael.stephens@rccd.edu

RE: Norco College Network Operations Center
DSA Application Number Unknown
DSA Special Inspection and Testing Laboratory Services

Pursuant to your request, I am providing this proposal for the referenced services. This proposal is based on a review of a submittal set of plans and preliminary schedule provided by Tilden-Coil Constructors, Inc. It is our understanding that the project is scheduled for a ten (10) month duration.

Our estimated fee for the referenced services for this project is \$116,577. We will submit monthly invoices as work on this project progresses.

OVERTIME RATES:

Normal hours:	eight hours Monday-Friday, excluding any Holiday
Overtime hours: (1½ x hourly rate)	first 4 overtime hours Monday-Friday, excluding any Holiday first 12 hours on Saturday, excluding any Holiday
Double-time hours: (2 x hourly rate)	all hours over 12 on Monday-Saturday all hours on Sunday or Holiday

Please contact me if you have any questions regarding our services or fees.

Sincerely,

Robert E Schumacher

Robert E. Schumacher
Director of Operations



Agenda Item (VIII-D-2)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Facilities (VIII-D-2)
Subject	Nursing/Science Building Project for Budget Transfer, Amendment and Retention Reductions
College/District	Riverside
Funding	Riverside City College Allocated Measure C Funds
Recommended Action	The Board of Trustees approve the following items for the Nursing/Science Building project: (1) Budget transfer in the amount of \$2,600,000; (2) Amendment No. 8 with GKK Works in the amount of \$34,726; (3) Construction payment retention reduction by five percent for firms Alpha Mechanical, Inc. and Communication Wiring Specialist, Inc.

Background Narrative:

While the District enjoys a project budget savings in the amount of \$24,592,233 (State \$14,414,000 / Measure C \$10,178,233) for the Riverside City College Nursing/Science Building project, staff requests a budget transfer in the amount of \$2,600,000 using Measure C funds for the project. After the project bid, realizing significant savings, the project budget was reduced to use Measure C savings for re-allocation to each college. The bid savings reduction for Nursing/Science Building was done prematurely and prior to the transfer of Furniture, Fixtures and Equipment (Group II) funds (\$6,806,000) to Riverside City College. This premature reduction resulted in a significant shortage of available contingency funds required to complete the project and account for the various cost increases which have arisen. While the Nursing/Science Building project has total approved change orders of only 1.34% (of the total construction cost) to date, the budget transfer is requested due to the remaining outstanding liabilities on the project. Liabilities include unresolved change order requests, ongoing modifications requested by the College, integration coordination costs for the building, and formal contractor claims. With Board of Trustees approval, the project budget for the Nursing/Science Building project would now total \$63,712,000 (State \$44,894,000 / Measure C \$18,272,600 / HUD \$545,400).

Staff also requests approval of Amendment No. 8 with GKK Works in the amount of \$34,726 for additional work requested by the College which includes architectural and security consultant services. The work consists of adding card access to two glass doors within the Nursing Building faculty lounge. Coordination and preparation of drawings to document the change in a bulletin is required. Additional design and documentation is requested to provide security for the audio visual equipment scheduled to be placed in the lecterns within the classrooms and lecture halls at 27 locations within the building. The amendment is attached for the Board's review and consideration. These fees may be offset by pending errors and omissions re- payment negotiations.

Additionally, in accordance with Section 9203 (a) of the California Public Contracting Code and upon acceptable completion of fifty percent (50%) of the original contract amount, the Contractor may request that the District reduce the amount of retention for the remainder of the work, provided work is proceeding at a satisfactory pace and of satisfactory quality. Alpha Mechanical, Inc., the mechanical contractor (Category 23) and Communication Wiring Specialist, Inc., voice-data/audio-visual contractor (Categories 26 and 27) for the Nursing/Science Building project at Riverside City College, have completed over 99 percent of all specified requirements as of March 1, 2012, and request that the ten percent retention be reduced to five percent as allowed by statute. The remaining five percent will become due and payable after completion of all remaining contract requirements, formal acceptance of the completed project, and within the statutory period following the ratification and filing of the Notice of Completion.

The construction manager, Balfour Beatty Construction, the architect, GKK Works, and District staff, find that the schedule and quality of work for both Contractors to be acceptable and that the firms Alpha Mechanical, Inc. and Communication Wiring Specialist, Inc. have made satisfactory progress to warrant a retention reduction.

Prepared By: Cynthia Azari, President, Riverside City College
Norm Godin, Vice President
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development
Michael Stephens, Director, Construction

Attachments:

[GKK Works - Design Amendment 03-20-12](#)

EIGHTH (8) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Riverside Nursing/Science Building Project)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on June 20, 2006.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$34,726, including reimbursable expenses, totaling agreement to \$5,885,784.15. The term of this agreement shall be from the original agreement date of June 21, 2006, to the estimated completion date of December 31, 2012. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Matthew Greiner
Associate Principle
2355 Main St., Ste. 220
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Nursing/Science Building Project
Riverside City College (RCC)

Scope of Work:

- I. Provide architectural and security consultant services for converting the two glass doors units for room 274, Faculty Lounge, to card access. The work will include research, coordination and preparation of drawings to document the change in a bulletin.

A. Professional Service Fee and Terms

Architectural:

Construction Administrator 16 hours @ \$125/hour

Security:

CEO 8 hours @ \$150/hour

Designer 8 hours @ \$150/hour

Fixed Fee	\$4,000
Reimbursable Expenses	\$100
Total	\$4,100

- II. Provide design and documentation to provide security for the Audio Visual (AV) equipment scheduled to be placed in the classrooms, lecture halls and laboratories in the new Riverside City College Nursing/Science Building.

The design will be based on the approach taken to secure similar equipment and lecterns for the Industrial Technology Building at the Norco College. It is understood that there will be different lectern units and some built-in millwork utilized at this site. Approximately 27 locations have been identified, where there will be AV equipment requiring security. Work will included coordination with the supplier of the lecterns, project team and the millwork contractor for the various locations and conditions to be prepared for the installation of the security equipment.

The Security consultant, Security by Design, Inc. (SBD) will be producing two specification packages: One for the equipment that will be installed at the AV equipment locations, which will be included in the package published by ITS, the AV consultant. The second will be for the security system components to incorporate the AV security into the overall security system.

In addition to facilitating the physical installation, definition of the database parameters is also key to the success of the approach.

A. Lectern Security Task Description

- a. Coordinate/review with District lectern vendor (Spectrum)
- b. Coordinate with Construction Manager and trade contractor regarding millwork
- c. Coordinate with A/V vendors and District IT/AV
- d. Prepare Logic of Operation at lecterns and millwork
- e. Prepare space requirements and wire paths
- f. Coordinate with RCC re-operational parameters
- g. Prepare drawings for coordination with District lectern vendor

- h. Prepare revised Security and AV drawings and specifications
- i. Create logic for programming ACAMS system
- j. Provide testing and sign-off of work
- k. Reviewed installation and prepare punch list

B. Items Excluded

- a. Testing and Inspection or Agency Fees
- b. Consultants or engineers other than Security By Design and ITS

C. Professional Service Fixed Fee

Architectural	\$2,976
Security	\$23,250
Audio Visual	\$2,400
Reimbursable Expenses	\$2,000
Total	\$30,626

III. Total Compensation including Reimbursable Expenses

Original Contract Total	\$4,290,825.15
Amendment No. 1-7 Total	\$1,560,233
Amendment No. 8 Total	\$34,726
<i>Total Contract Amount</i>	<i>\$5,885,784.15</i>



Agenda Item (VIII-E-1)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Resources (VIII-E-1)
Subject	2012-2013 - Tax and Revenue Anticipation Note (TRAN) - Resolution No. 30-11/12
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees approve: (1) Resolution No. 30-11/12 authorizing the borrowing of funds to a maximum amount of \$25 million for fiscal year 2012-2013; (2) The issuance and sale of a 2012-2013 Tax and Revenue Anticipation Note; (3) Participation in the California School Cash Reserve Program; (4) Requesting the Board of Supervisors of the County to issue and sell said note; and (5) Authorize the Board's President and Secretary, the District Chancellor, Vice Chancellor, of Administration and Finance, and the Associate Vice Chancellor of Finance to sign the appropriate documents.

Background Narrative:

The District has periodically participated in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation since 1988, most recently in FY 2011-2012. Through the Cash Reserve Program, districts issue a Tax and Revenue Anticipation Note (TRAN). A TRAN is a short-term debt instrument used to cover cash flow shortages or create additional reserves to a district's general fund. In 2011-2012, the program issued more than \$665 million in notes to more than 130 districts.

The Program's underwriter, Piper Jaffray, sells the notes in the financial marketplace as tax-exempt securities. The notes have a maturity length of one year. The proceeds of the notes are reinvested in high quality taxable investments (AA or AAA rated entities) with a corresponding maturity length. Since both the interest cost and reinvestment rates are guaranteed, the District is not exposed to the market risk of interest rate volatility during the course of the year.

As the Board is aware, the District is subject to significant apportionment cash deferrals from the months of January through June to the month of July in the subsequent fiscal year.

The State's funding strategy of deferring monthly apportionment payments to California community colleges seems to be a permanent part of the budget landscape.

In FY 2012-2013, the District anticipates that apportionment payments totaling \$27.8 million will be deferred from the months of January through June 2013 to July 2013. In addition, the District expects another \$4.0 million will be deferred from the months of March 2013 and April 2013 to the month of May 2013. The Governor's proposed FY 2012-2013 budget reduces apportionment deferrals by approximately \$5.13 million for the District, but that assumes the proposed tax increases are approved by the voters in November 2012. The District has taken a conservative approach regarding the deferral estimates shown above by assuming the proposed tax increases will not be approved. This approach is reflected in the maximum borrowing amount shown below.

Current projections indicate that the District will experience a cash flow shortage in July 2012 due to apportionment deferrals, and in subsequent months if adoption of a State budget is delayed like it usually has been in the past. In addition, cash shortages and deficits currently are projected for the months of April 2013 through July 2013.

To protect the District's cash position for FY 2012-2013, the attached TRAN borrowing resolution is presented for the Board's consideration and action. The resolution establishes the District's maximum borrowing amount at \$25 million. Adoption of the attached resolution does not obligate the District to participate in the Program. The resolution delegates the authority to participate in the TRAN program to District staff based on further refinement

of projected cash flow needs as we approach the end of the fiscal year and also describes the parameters of issuance.

Additionally, and similar to FY 2011-2012, the TRAN authorization includes authority to issue multiple series of TRANs, up to the resolution limit, under one resolution. In FY 2011-2012, the District issued two series of TRANs; one for \$15.9 million in July 2011 and one for \$8.9 million in February 2012.

Staff will continue to monitor cash flow closely.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance
Aaron Brown, Associate Vice Chancellor, Finance

Attachments:

[2012-2013 - Tax and Revenue Anticipation Note \(TRAN\) - Resolution No. 30-11/12 - March 20, 2012](#)

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION

NAME OF DISTRICT: RIVERSIDE COMMUNITY COLLEGE DISTRICT*

LOCATED IN: COUNTY OF RIVERSIDE

MAXIMUM AMOUNT OF BORROWING: \$25,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012-2013 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2013 ("Fiscal Year 2012-2013") by the issuance of its 2012-2013 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2012-2013 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;^{**} and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

^{**} Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2012-2013 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit

Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture

and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust

Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) **Initial Issuance of Notes.** This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2012-2013 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2012-2013 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2012-2013 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust

office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District’s name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2012-2013 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or

by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the

District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) two thousand five hundred dollars (\$2,500). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2012 (or the date of adoption of this Resolution if after May 1, 2012) through June 15, 2013 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) **Certificate Structure.** If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) **Certificate Structure.** If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) **Bond Pool Structure.** If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as

applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2012, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

For Notes issued in calendar year 2013, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes or such that the interest on such Series of Notes is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing

Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a

certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture (or corresponding Exhibit of a Supplemental Indenture), as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or

investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or

facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such

Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2012-2013 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment

Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2012-2013 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2012-2013, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2006-2007 through

Fiscal Year 2010-2011, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2011-2012 and 2012-2013, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2012 (the "Fiscal Year 2011-2012") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case

of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2011-2012 or Fiscal Year 2012-2013 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2012-2013.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(H) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception

to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2012-2013 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2012-2013 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note

Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due

hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any

Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;

- e. Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District,

other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or

report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "Listed Event"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
 COUNTY OF _____, CALIFORNIA

2012-2013 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES __

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

	<u>Interest Rate</u>		<u>Maturity Date</u>	
	____%		____, 20__	
<u>First Repayment Period</u>	<u>Second Repayment Period</u>	<u>Third Repayment Period</u>	<u>Fourth Repayment Period</u>	<u>Fifth Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* To bear this designation if this Note is a Series of Subordinate Notes.

** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/ _____]
BOARD OF EDUCATION]**

By _____
Title:

Countersigned

By _____

Title:

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.



Agenda Item (VIII-E-2)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Resources (VIII-E-2)
Subject	Amendment for Culinary Arts Academy and District Office Building Project with LPA
College/District	District
Funding	District and Riverside City College Allocated Measure C Funds
Recommended Action	The Board of Trustees approve Amendment No. 1 for the Culinary Arts Academy and District Office Building project with LPA in the amount of \$465,407.

Background Narrative:

Staff requests approval of Amendment No. 1 with LPA in the amount of \$465,407 for the Culinary Arts Academy and District Office Building (CAA/DO) project. Approval of the amendment is requested due to project scope changes, including the formal culinary roof-top deck spaces, demonstration kitchen, and Board room. Significant schematic design revisions are also included such as the removal of the project's subterranean parking, office and administration support space changes, and additional project support during alternative project scope and façade studies. The delay in removing the subterranean parking and subsequent building revisions, yielded a net savings of approximately \$4 million. Detailed explanations of changes are identified in the attached amendment. The agreement with LPA brings their total fee to \$2,318,599, including this amendment and reimbursable expenses.

Prepared By: Cynthia Azari, President, Riverside City College
Norm Godin, Vice President
Chris Carlson, Chief of Staff
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Attachments:

[CAA/DO - Design Amendment 03-20-12](#)

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
LPA
(Culinary Arts Academy and District Office Building Project)

This document amends the original agreement between the Riverside Community College District and LPA, originally approved by the Board of Trustees on June 15, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$465,407, including reimbursable expenses, totaling agreement to \$2,318,599. The term of this agreement shall be from the original agreement date of June 16, 2010 to the completion of the project. Payments and final payment shall coincide with the original construction management agreement.
- II. The additional scope of work is described in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 1 as of the date written below.

LPA

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

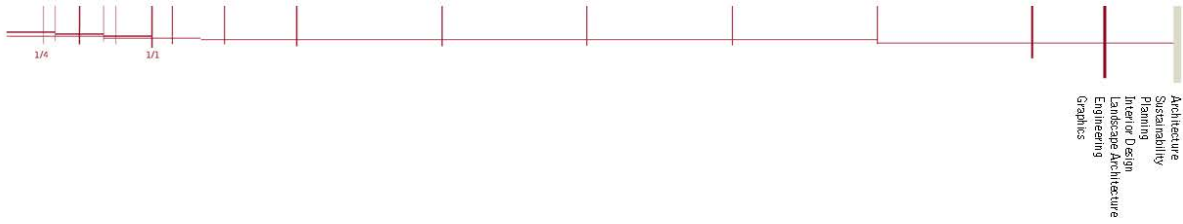
By: _____
Robert O. Kupper, AIA
Chief Executive Officer
5161 California Avenue, Suite 100
Irvine, CA 92617

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

Date: _____

Date: _____

Exhibit I



December 21, 2011

Mr. Orin Williams
RIVERSIDE COMMUNITY COLLEGE DISTRICT
 Facilities Planning and Development
 450 E. Alessandro Blvd.
 Riverside, CA 92508

Re: Culinary Arts and District Offices
Additional Services Request – Revised February 28, 2012
 LPA Project No 29071.20

Dear Orin,

The following is a summary of items that have accumulated to date that are considered Additional Services for professional services requested by the college.

I. Professional Services Authorization 01

CONTRACT AUGMENTATION DUE TO PROJECT SCOPE CHANGE – Project budget was increased from \$23,043,996. to \$28,043,996. Attachment A, items 6 & 7 of the Architectural Fee Schedule of LPA Agreement dated July 15, 2010 to be amended to concur. Basic Services increase by **\$249,999**. See attached *Exhibit A*.

II. Professional Services Authorization 02

SD REVIEW COMMENTS Dated 12/16/10 – Implementation of review comments from District Representatives dated 12/16/10 subsequent to SD Package Issuance on 12/10/10. The following is a breakdown of staff hours incurred to update the 12/10/10 SD Package for Tilden-Coil to budget:

Role	Hours	Rate	Total
Principal	0	\$195	\$0
Project Director	2	\$155	\$310
Project Manager	3	\$145	\$435
Project Designer	8	\$145	\$1,160
Project Coordinator	9	\$125	\$1,125
Technical Designer	0	\$90	\$0
TOTAL	22		\$3,030

III. Professional Services Authorization 03

PROJECT SUPPORT DURING ON-HOLD PERIOD – Professional Services supporting RCCD while the project was on hold from 2-10-11 to 8-16-11. Services include:

- Attending bi-monthly project meetings
- Meet with District representatives to discuss alternative studies to the currently proposed exterior architecture features and or elements using information and suggestions from District representatives. Prepare and present studies to the Board of Trustees for comments and or approval.
- Project related correspondence with District and Construction Manager

TOTAL Design Services incurred from 2/10/11 through 8/16/11: **\$27,005**.

LPA

1516 California Avenue
 Suite 200
 Irvine, California 92617

P 949.260.1001
 F 949.260.1190
 E lpa@lpainc.com
 W www.lpainc.com

Culinary Arts and District Offices
Additional Services Request
LPA Project No 29071.20
Page 2

IV. Professional Services Authorization 04

SCHEMATIC DESIGN & DESIGN DEVELOPMENT RESTART – Restart Schematic Design and Design Development due to the District's decision to eliminate the underground parking levels.

- Schematic Design Services incurred from 8/17/11 through 12/16/11 \$98,021.
 - Schematic Design Services estimate from 12/17/11 through 1/9/12 \$27,065
 - Design Development Services (Recapturing 30% of DD progress when project was put on hold as of 2/10/11 – (\$200,955. X .30 = \$60,287.) \$60,287.
- TOTAL \$185,373.**

To summarize, total Additional Services compensation requested is the following:

PSA 01	\$249,999.
PSA 02	\$ 3,030.
PSA 03	\$ 27,005.
PSA 04	<u>\$185,373.</u>
TOTAL	\$465,407.

Please let me know if additional information or back-up is needed, thank you for your consideration of this request.

Sincerely,
LPA, Inc.



Steven Flanagan, AIA
Principal

cc: Accounting
File 03

EXHIBIT A

Backup VI-A-1
June 15, 2010
Page 22 of 23

ATTACHMENT "A"

Architectural Fee Schedule:

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost. (\$45,000.00)
2. Eight and one-half percent (8 ½%) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost. (\$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$240,000.00)
6. Five percent (5%) of computed cost in excess of ten million dollars (~~(\$13,043,996.00)~~ ~~(\$652,200.00)~~ **\$18,043,996.** **\$902,199.**)
7. Four percent (4%) on the cost of factory built portables. (Building cost only - all other costs are included in calculation items (1) through (6) above.)

Total compensation is not to exceed one million, three hundred thirty-nine thousand and seven hundred dollars (~~\$1,339,700~~ **\$1,589,699.**) based on the project budget of ~~\$23,043,996.~~ **\$28,043,996.**

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid in an amount not to exceed \$83,574.



Agenda Item (VIII-E-3)

Meeting	3/20/2012 - Regular
Agenda Item	Committee - Resources (VIII-E-3)
Subject	Project Budget Approval for Physician's Assistant Laboratory Remodel
College/District	Moreno Valley
Funding	Program Reserve Allocated Measure C Funds
Recommended Action	The Board of Trustees approve a project budget in the amount of \$120,000 for the Physician's Assistant Laboratory Remodel project.

Background Narrative:

Due to changes in the grant funding, and program instructional requirements, the College requests a project budget approval in the amount of \$120,000 for the Physician's Assistant Laboratory Remodel project at the Moreno Valley College using the Program Reserve allocated Measure C funds.

The project includes remodel of PSC-16 classroom into four individual breakout rooms designed to meet the intended use for physical assessment laboratory space per accreditation standards. This remodeling will complete the college's comment of a previous federal grant that funded two-third of the cost for this project during the last fiscal year. The remodel will require removing existing cabinets, installing Americans with Disabilities Act compliant sinks, new carpet, electrical revisions, fire alarm horn/strobe upgrade and two new doors for access in the back of the portable. This project will also require Division of the State Architect approval before construction can begin.

Prepared By: Tom Harris, Acting President, Moreno Valley College
David Bobbitt, Interim Vice President, Business Services
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development
Bart Doering, Director, Construction



Agenda Item (XII-A)

Meeting	3/20/2012 - Regular
Agenda Item	Business From Board Members (XII-A)
Subject	California Community College Trustees (CCCT) Board of Directors Election - 2012
College/District	District
Funding	n/a
Recommended Action	Recommend that the Board of Trustees vote to fill the eight vacancies on the CCCT Board.

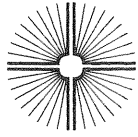
Background Narrative:

The election of the members of the CCCT Board of Directors takes place between March 10-April 25, 2012. There are eight, three-year vacancies on the board. All those nominated for election are listed on the attachment for your consideration.

Prepared By: Chris Carlson, Chief of Staff
Kathy Tizcareno, Administrative Assistant

Attachments:

[2012 CCCT Board Election](#)



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

RECEIVED

FEB 29 2012

CHANCELLOR'S
OFFICE

DATE: February 27, 2012

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Judy Centlivre, Executive Assistant

SUBJECT: CCCT BOARD ELECTION — 2012

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. Although the election announcement and call for nominations indicated that there are seven seats to be filled, there are now eight seats due to the recent resignation from the board by Trustee Larwood.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The eight candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The eleven trustees who have been nominated for election to the board are listed on the enclosed sheet in the order of the Secretary of State's random drawing. An official ballot for the election is also enclosed in this mailing to each community college district, as well as copies of the statement of candidacy and biographic sketch form of each of the eleven candidates.

Please remember that: *1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures.* Official ballots must be signed and returned to the League office, **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements

**2012 CCCT BOARD ELECTION
CANDIDATES IN RANDOM DRAWING ORDER**

1. *Janet Chaniot, Mendocino-Lake CCD
2. Angela Acosta-Salazar, Rio Hondo CCD
3. *Doug Otto, Long Beach CCD
4. *Manny Ontiveros, North Orange County CCD
5. Tina Park, Los Angeles CCD
6. Ann H. Ransford, Glendale CCD
7. Deborah LeBlanc, Compton CCD
8. *Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
9. *Marcia Zableckis, Barstow CCD
10. Greg Bonaccorsi, Ohlone CCD
11. *Chris Stampolis, West Valley-Mission CCD

* Incumbent

**CCCT 2012 BOARD
OFFICIAL BALLOT**

Vote for no more than eight (8) by checking the boxes next to the names

NOMINATED CANDIDATES

List order based on Secretary of State's January 19, 2012 random drawing.

- *Janet Chaniot, Mendocino-Lake CCD
- Angela Acosta-Salazar, Rio Hondo CCD
- *Doug Otto, Long Beach CCD
- *Manny Ontiveros, North Orange County CCD
- Tina Park, Los Angeles CCD
- Ann H. Ransford, Glendale CCD
- Deborah LeBlanc, Compton CCD
- *Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
- *Marcia Zableckis, Barstow CCD
- Greg Bonaccorsi, Ohlone CCD
- *Chris Stampolis, West Valley-Mission CCD

WRITE-IN CANDIDATES

Type each qualified trustee's name and district on the lines provided below.

* Incumbent

Board Secretary and Board President or Board Vice President must sign below:

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

Secretary of the Board

President or Vice President of the Board



Agenda Item (XII-B)

Meeting 3/20/2012 - Regular

Agenda Item Business From Board Members (XII-B)

Subject Select Trustee Area Plan, and adopt Correlating Resolution Establishing Trustee Areas From Which District Trustee Board Members will be Elected, and Approving the Election of Board Members in a By-Trustee Area Election Process.

College/District District

Funding

Recommended Action It is Recommended that the Board of Trustees 1) Select and Adopt One of Three Resolutions (Res # 33-11/12 [A], Res # 35-11/12 [C], or Res # 36-11/12 [E]) Establishing Trustee Areas From Which District Trustee Board Members will be Elected, and Approving the Election of Board Members in a By-Trustee Area Election Process; and Filing the Waiver with the Board of Governors of the California Community College System.

Background Narrative:

Riverside Community College District currently uses an at-large process of electing its five governing board members. At-large election processes are subject to challenge under the California Voting Rights Act of 2001. A by-trustee area election process is not vulnerable to challenge under CVRA. In light of CVRA, release of the 2010 decennial census and passage of AB 684 (Block), the Board of Trustees took action at the January 24, 2012 Board Meeting to move to by-trustee election process for its governing board. Passage of AB 684, allows Community College Districts to transition from an at-large election process to a by-trustee area election process and upon approval of the Governors of the California Community Colleges.

Since the January Board meeting, four (4) by-district map scenarios were developed and presented at the three public forums held, one at each college campus, and posted publicly on the district website. As a result of the forums, an additional scenario, Scenario E, was developed. Scenario E provides a different perspective of establishing trustee district boundaries along the I-15 Corridor and its communities; however, it is important to note, that any change in those boundaries also impacts the boundaries of other proposed trustee districts beyond the I-15 corridor.

The Ad Hoc committee spent considerable time and effort in development and review of the five scenarios, and attended each of the three public forums. Based upon their work and participation, a summary of the five scenarios has been developed. Based upon this review and study, and the public forums and feedback, three (3) scenarios have been forwarded with associated resolutions for the board to consider. Resolution Number 33-11/12 would establish trustee areas using Scenario/Plan A; Resolution Number 35-11/12 would establish trustee areas using Scenario/Plan C; and Resolution Number 36-11/12 would establish trustee areas using Scenario/Plan E. The board will select the preferred trustee area plan (A, C or E) and adopt the correlating resolution – only one resolution is to be adopted.

Moving on the recommended action, will change the election process for the November 2012 election for the district governing board.

Prepared By: Chris Carlson, Chief of Staff

Attachments:

[Board Districting](#)

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET
SACRAMENTO, CA 95811-6549
(916) 445-8752
HTTP://WWW.CCCCO.EDU



Election Waiver Request (Ed. Code, §§ 72036, 72036.5)

Community College District: Riverside Community College District		Contact's name and title: Dr. Gregory Gray, Chancellor		Email: Greg.gray@rccd.edu	
Address: 1533 Spruce Street, Suite 210		City: Riverside	State: CA	Zip: 92507	Phone: 951.222.8000
Date of request: March 20, 2012		Local board approval date: March 20, 2012			
Legal criteria					
1. Reason for changing election systems: To comply with the provisions of the California Voting Rights Act (California Elections Code §§ 14025-14032)					
2. Number of trustees and trustee areas under the newly proposed election system: 5 trustees elected from 5 trustee areas					
3. Per Education Code § 72036(b), will a top-two primary system be implemented? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
4. Have all the requirements in Education Code § 72036(c) been met? Explain. Yes. The number of District trustees five(5) remains unchanged. The number of trustee areas created under the District's by-trustee area election plan is also five (5).					
District or County Certification – I hereby certify that the information provided on this application is correct and complete.					
Authorized Signature:		Name and Title: Dr. Gregory Gray, Chancellor		Date: March 21, 2012	
FOR California Community College Chancellor's Office USE ONLY					
Staff Member Name:		Signature:		Date:	

Please note that additional pages can be attached, if needed.

Send Original plus one copy to:

California Community Colleges
Chancellor's Office
1102 Q Street
Sacramento, CA 95811-6549
ATTN: Legal Affairs
Election Waiver Request

Or

Email the completed form and back- up material to: legalaffairs@ccco.edu

Scenario A

Overview

- 5-Trustee Areas
- Respect communities, as defined by geo-political boundaries of municipalities, to the greatest extent possible; and using definable geographic boundaries such as key roadways or geo-physical boundaries (such as arroyos/mountains) where divisions between trustee districts are necessary within communities, to balance population variances

Strengths

- Population distribution between the trustee areas are within the 10% variation allowance at 5.27%
- Creates three majority-minority trustee areas and two minority influence trustee areas (based on total population)
- Keeps Norco and Eastvale communities, and pairs them with northern area of Corona; utilizing major arterials as division lines to the greatest extent possible.
- Keeps Moreno Valley together, and folds in March ARB, and former base property east of I-215 as the division boundary.
- Keeps Cajalco corridor together; inclusive of the county unincorporated communities of interest of Woodcrest, Lake Mathews, Mead Valley and the portion of Perris in the District. Includes southern area of Corona with county area along I-15 and future annexation areas of the city.
- Divides Jurupa Valley, Corona and Riverside along logical geographic boundaries

Concerns

- Creates only one minority influence trustee area by a slim margin based on Citizen Voting Age Population (CVAP)
- Divides Riverside, Corona and Jurupa Valley, but utilizing geographic boundaries as division line

Scenario B

Overview

- 5-Trustee Areas
- Respect communities, as defined by geo-political boundaries of municipalities, to the greatest extent possible; and using definable geographic boundaries such as key roadways or geo-physical boundaries (such as arroyos/mountains) where divisions between trustee districts are necessary within communities, to balance population variances.
- Variation from Scenario A is the division within the City of Riverside in the Canyon Crest, Woodcrest, and Mission Grove region.

Strengths

- Population distribution between the trustee areas are within the 10% variation allowance at 7%
- Creates three majority-minority trustee areas and two minority influence trustee areas (based on total population)
- Keeps Norco and Eastvale communities, and pairs them with northern area of Corona; utilizing major arterials as division lines to the greatest extent possible.
- Keeps Moreno Valley together, and folds in March ARB, and former base property east of I-215 as the division boundary.
- Keeps Cajalco corridor together; inclusive of the county unincorporated communities of interest of Woodcrest, Lake Mathews, Mead Valley and the portion of Perris in the District. Includes southern area of Corona with county area along I-15 and future annexation areas of the city.
- Divides Jurupa Valley, Corona and Riverside along logical geographic boundaries

Concerns

- Creates only one minority influence trustee area by a slim margin (based on CVAP)
- Divides Riverside, Corona, and Jurupa Valley; but utilizing geographic boundaries as division lines.

Scenario C

Overview

- 5-Trustee Areas
- Attempted to respect boundaries of the feeder K-12 school districts, for a different geopolitical perspective. Unified school district boundaries are not concurrent with city or community boundaries and transect communities and neighborhoods

Strengths

- Population distribution between the trustee areas are within the 10% variation allowance at 0.9%
- Creates three majority-minority trustee areas and two minority influence trustee areas (based on total population)

Concerns

- Does not create any majority-minority or minority influence trustee areas (based on CVAP)
- CVAP variance is 12.45%
- Divides all cities except Eastvale

Scenario D

Overview

- 7-Trustee Areas
- Respect communities, as defined by geo-political boundaries of municipalities, to the greatest extent possible; with increasing number of trustees to seven, reducing the average trustee district population from 190,000 down to 135,000

Strengths

- Population distribution between trustee areas are within the 10% variation allowance at 5.15%
- Creates three majority-minority trustee areas and four minority influence trustee areas (based on total population)
- Increases Board representation

Concerns

- Creates only one minority influence trustee area (based on CVAP)
- CVAP variance is 23.77%
- Divides all cities except Eastvale and Norco

Scenario E

Overview

- 5-Trustee Areas
- Developed from public forum feedback to address a different means of dividing trustee areas along with I-15 corridor

Strengths

- Population distribution between trustee areas are within the 10% variation allowance at 3.5%
- Creates three majority-minority trustee areas and two minority influence trustee areas (based on total population)
- Keeps Moreno Valley together
- Keeps Corona together

Concerns

- Creates only one minority influence trustee area by a slim margin (based on CVAP)
- Divides Riverside, by splicing communities (i.e. La Sierra, Magnolia corridor)

RESOLUTION NUMBER 33-11/12

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE
AREAS FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE
ELECTED AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A
BY-TRUSTEE AREA ELECTION PROCESS**

WHEREAS, The Riverside Community College District (“District”) currently uses an at-large process of electing its governing board members; and

WHEREAS, At-large election processes such as the District’s are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025–14032 of the California Elections Code (“CVRA”); and

WHEREAS, a by-trustee area election process is not vulnerable to challenge under the CVRA; and

WHEREAS, In a by-trustee area election process, candidates for the District’s Governing Board of Trustees (the “Board”) must reside within a specific geographic subarea of the District called a “trustee area” and candidates are elected only by the voters of that trustee area; and

WHEREAS, Education Code section 72036 allows Community College Districts to transition from an at-large election process to a by-trustee area election process upon the adoption of a resolution by the District’s Board in support of transitioning to a by-trustee area election process and upon the approval of the Board of Governors of the California Community Colleges; and

WHEREAS, District staff and consultants have prepared proposed trustee area plans and recommendations (the “Plans”) that the Board has considered; and

WHEREAS, the Board has conducted public forums on February 27, February 29, and March 1, 2012, to receive public input and comment on the Plans; and

WHEREAS, the Board has considered all such public input and comment on the Plans; and

WHEREAS, the Board hereby adopts Plan A, a copy of which is attached to this Resolution as Exhibit “A”, for use in the District’s next regularly scheduled governing board member election occurring in November, 2012 in a by-trustee area election process; and

WHEREAS, Each trustee area in Plan A contains substantially equal population utilizing the most recent decennial federal census data as required by Education Code section 72036; and

WHEREAS, the trustee areas from which governing board members will be elected in November, 2012, are Areas 1, and 3; and

WHEREAS, the trustee areas from which governing board members will be elected in the following governing board member election occurring in November, 2014, are Areas 2, 4, and 5.

NOW THEREFORE, be it resolved by the Governing Board of Trustees of the Riverside Community College District as follows:

1. That the above recitals are true and correct.
2. That the Board hereby adopts Plan A for use in a by-trustee area election process commencing with the District's next regularly scheduled governing board member election occurring in November of 2012.
3. That the Chancellor and/or his/her designee take all actions necessary to obtain the approval of this change from the Board of Governors of the California Community Colleges and provide whatever information or assistance may be required by the Board of Governors to complete this process.

ADOPTED, SIGNED AND APPROVED this 20th day of March, 2012 by Riverside Community College District Board of Trustees.

President of the Governing Board for the
Riverside Community College District

I, _____, Clerk of the Governing Board of the Riverside Community College District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 20th day of March, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

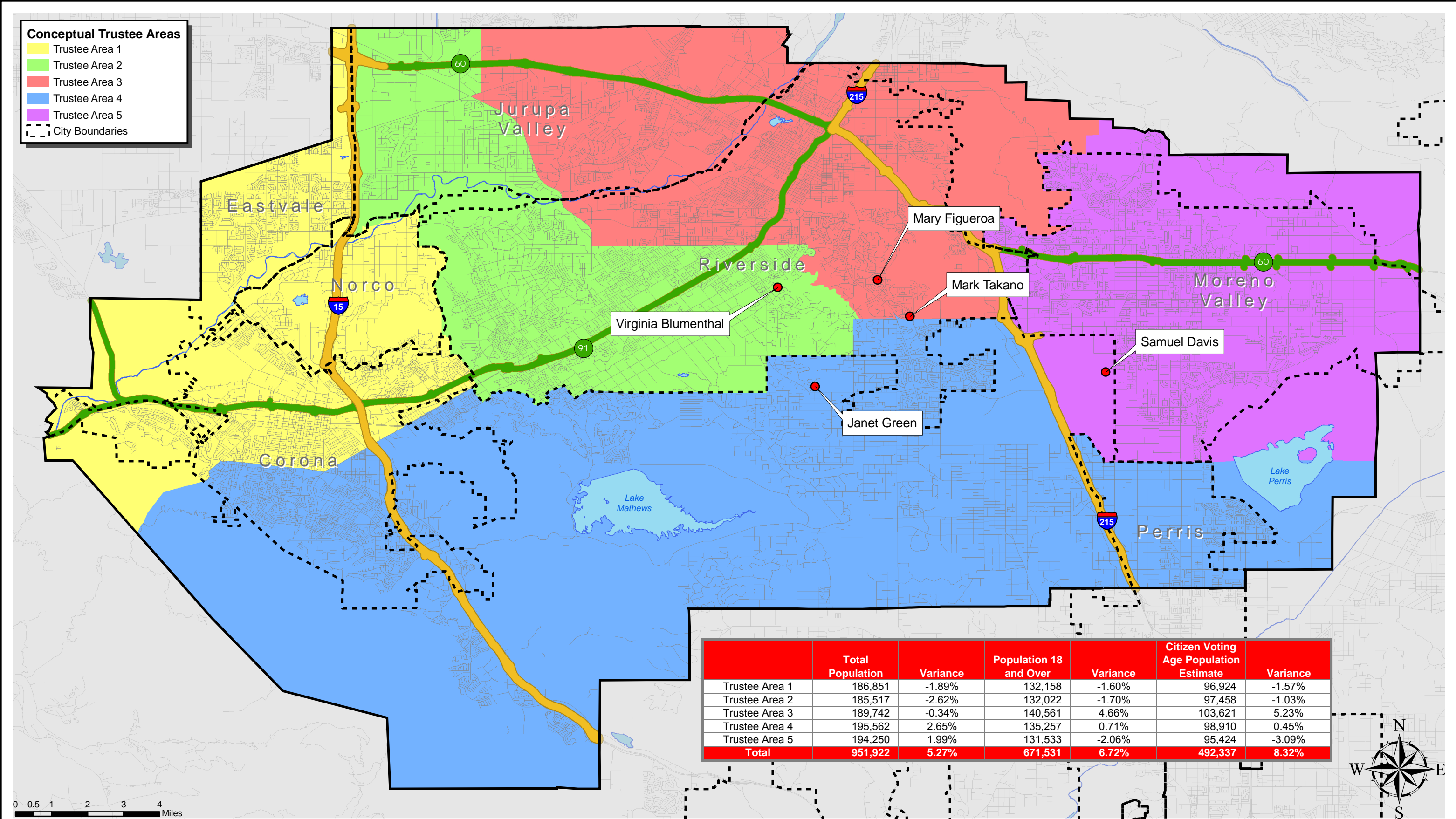
Clerk of the Governing Board of the
Riverside Community College District

Riverside Community College District

Conceptual Trustee Areas - Scenario A

Conceptual Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5
- City Boundaries



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	186,851	-1.89%	132,158	-1.60%	96,924	-1.57%
Trustee Area 2	185,517	-2.62%	132,022	-1.70%	97,458	-1.03%
Trustee Area 3	189,742	-0.34%	140,561	4.66%	103,621	5.23%
Trustee Area 4	195,562	2.65%	135,257	0.71%	98,910	0.45%
Trustee Area 5	194,250	1.99%	131,533	-2.06%	95,424	-3.09%
Total	951,922	5.27%	671,531	6.72%	492,337	8.32%

0 0.5 1 2 3 4 Miles

February 2012



Riverside Community College District

Conceptual Trustee Areas Scenario A

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	186,851	185,517	189,742	195,562	194,250	
Population Variance	-3,533	-4,867	-642	5,178	3,866	5.27%
	-1.89%	-2.62%	-0.34%	2.65%	1.99%	
Hispanic/Latino	85,667	110,189	96,747	81,235	105,454	
	45.85%	59.40%	50.99%	41.54%	54.29%	
White	61,637	54,562	61,740	76,317	36,926	
	32.99%	29.41%	32.54%	39.02%	19.01%	
Black/African American	12,050	8,147	12,533	14,314	33,369	
	6.45%	4.39%	6.61%	7.32%	17.18%	
American Indian/Alaska Native	604	837	712	456	580	
	0.32%	0.45%	0.38%	0.23%	0.30%	
Asian	21,983	7,662	13,159	17,366	11,459	
	11.76%	4.13%	6.94%	8.88%	5.90%	
Native Hawaiian/Other	523	657	545	562	993	
	0.28%	0.35%	0.29%	0.29%	0.51%	
Other	321	327	370	394	388	
	0.17%	0.18%	0.20%	0.20%	0.20%	
Two or More Races	4,066	3,136	3,936	4,918	5,081	
	2.18%	1.69%	2.07%	2.51%	2.62%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	132,158	132,022	140,561	135,257	131,533	
Population Variance	-2,148	-2,284	6,255	951	-2,773	6.72%
	-1.60%	-1.70%	4.66%	0.71%	-2.06%	
Hispanic/Latino	54,713	70,217	62,556	50,716	65,191	
	41.40%	53.19%	44.50%	37.50%	49.56%	
White	48,606	46,079	52,401	57,882	30,164	
	36.78%	34.90%	37.28%	42.79%	22.93%	
Black/African American	9,007	6,260	9,806	10,230	22,959	
	6.82%	4.74%	6.98%	7.56%	17.45%	
American Indian/Alaska Native	483	625	581	336	437	
	0.37%	0.47%	0.41%	0.25%	0.33%	
Asian	16,590	6,244	11,978	13,124	9,132	
	12.55%	4.73%	8.52%	9.70%	6.94%	
Native Hawaiian/Other	379	478	400	404	671	
	0.29%	0.36%	0.28%	0.30%	0.51%	
Other	190	224	288	252	276	
	0.14%	0.17%	0.20%	0.19%	0.21%	
Two or More Races	2,190	1,895	2,551	2,313	2,703	
	1.66%	1.44%	1.81%	1.71%	2.05%	

Citizens by Voting Age Population Estimate

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	96,924	97,458	103,621	98,910	95,424	
Population Variance	-1,543	-1,009	5,154	443	-3,043	8.32%
	-1.57%	-1.03%	5.23%	0.45%	-3.09%	
Hispanic/Latino	31,780	36,794	35,908	28,958	34,335	
	32.79%	37.75%	34.65%	29.28%	35.98%	
White	44,805	48,006	49,830	51,951	32,652	
	46.23%	49.26%	48.09%	52.52%	34.22%	
Black/African American	8,207	5,857	8,976	8,798	19,677	
	8.47%	6.01%	8.66%	8.89%	20.62%	
American Indian/Alaska Native	523	642	632	517	310	
	0.54%	0.66%	0.61%	0.52%	0.32%	
Asian	9,980	4,383	5,985	6,794	6,052	
	10.30%	4.50%	5.78%	6.87%	6.34%	
Native Hawaiian/Other	180	108	420	379	520	
	0.19%	0.11%	0.41%	0.38%	0.54%	
Other	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,449	1,668	1,870	1,513	1,878	
	1.49%	1.71%	1.80%	1.53%	1.97%	

RESOLUTION NUMBER 35-11/12

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE
AREAS FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE
ELECTED AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A
BY-TRUSTEE AREA ELECTION PROCESS**

WHEREAS, The Riverside Community College District (“District”) currently uses an at-large process of electing its governing board members; and

WHEREAS, At-large election processes such as the District’s are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025–14032 of the California Elections Code (“CVRA”); and

WHEREAS, a by-trustee area election process is not vulnerable to challenge under the CVRA; and

WHEREAS, In a by-trustee area election process, candidates for the District’s Governing Board of Trustees (the “Board”) must reside within a specific geographic subarea of the District called a “trustee area” and candidates are elected only by the voters of that trustee area; and

WHEREAS, Education Code section 72036 allows Community College Districts to transition from an at-large election process to a by-trustee area election process upon the adoption of a resolution by the District’s Board in support of transitioning to a by-trustee area election process and upon the approval of the Board of Governors of the California Community Colleges; and

WHEREAS, District staff and consultants have prepared proposed trustee area plans and recommendations (the “Plans”) that the Board has considered; and

WHEREAS, the Board has conducted public forums on February 27, February 29, and March 1, 2012, to receive public input and comment on the Plans; and

WHEREAS, the Board has considered all such public input and comment on the Plans; and

WHEREAS, the Board hereby adopts Plan C, a copy of which is attached to this Resolution as Exhibit “A”, for use in the District’s next regularly scheduled governing board member election occurring in November, 2012 in a by-trustee area election process; and

WHEREAS, Each trustee area in Plan C contains substantially equal population utilizing the most recent decennial federal census data as required by Education Code section 72036; and

WHEREAS, the trustee areas from which governing board members will be elected in November, 2012, are Areas 1, and 3; and

WHEREAS, the trustee areas from which governing board members will be elected in the following governing board member election occurring in November, 2014, are Areas 2, 4, and 5.

NOW THEREFORE, be it resolved by the Governing Board of Trustees of the Riverside Community College District as follows:

- 1. That the above recitals are true and correct.
- 2. That the Board hereby adopts Plan C for use in a by-trustee area election process commencing with the District’s next regularly scheduled governing board member election occurring in November of 2012.
- 3. That the Chancellor and/or his/her designee take all actions necessary to obtain the approval of this change from the Board of Governors of the California Community Colleges and provide whatever information or assistance may be required by the Board of Governors to complete this process.

ADOPTED, SIGNED AND APPROVED this 20th day of March, 2012 by Riverside Community College District Board of Trustees.

President of the Governing Board for the
Riverside Community College District

I, _____, Clerk of the Governing Board of the Riverside Community College District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 20th day of March, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

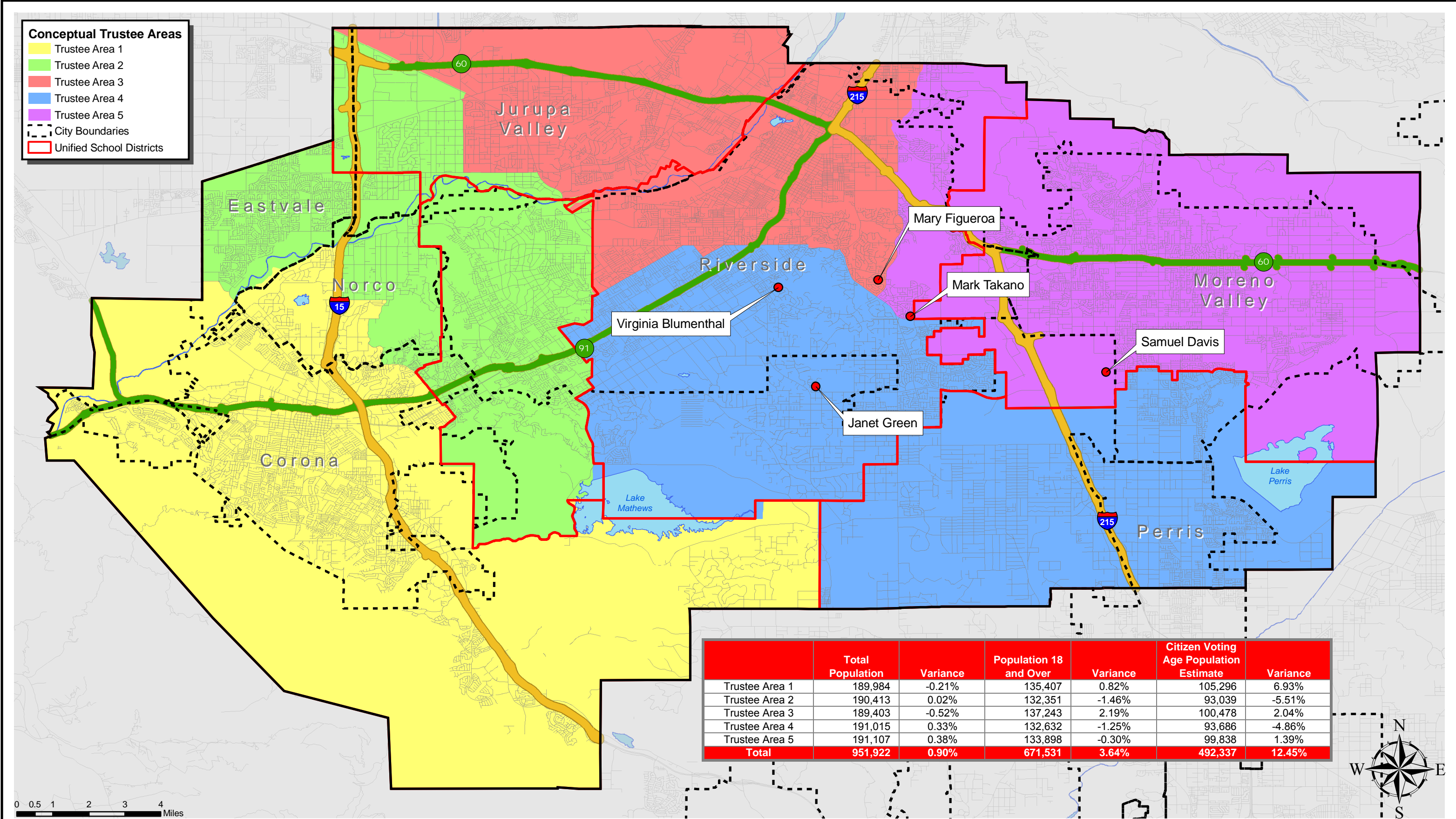
Clerk of the Governing Board of the
Riverside Community College District

Riverside Community College District

Conceptual Trustee Areas - Scenario C

Conceptual Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5
- City Boundaries
- Unified School Districts



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	189,984	-0.21%	135,407	0.82%	105,296	6.93%
Trustee Area 2	190,413	0.02%	132,351	-1.46%	93,039	-5.51%
Trustee Area 3	189,403	-0.52%	137,243	2.19%	100,478	2.04%
Trustee Area 4	191,015	0.33%	132,632	-1.25%	93,686	-4.86%
Trustee Area 5	191,107	0.38%	133,898	-0.30%	99,838	1.39%
Total	951,922	0.90%	671,531	3.64%	492,337	12.45%

Riverside Community College District

Conceptual Trustee Areas Scenario C

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	189,984	190,413	189,403	191,015	191,107	
Population Variance	-400	29	-981	631	723	0.90%
	-0.21%	0.02%	-0.52%	0.33%	0.38%	
Hispanic/Latino	83,023	99,195	105,973	94,256	96,845	
	43.70%	52.09%	55.95%	49.34%	50.68%	
White	76,243	52,653	58,116	60,663	43,507	
	40.13%	27.65%	30.68%	31.76%	22.77%	
Black/African American	9,914	11,165	11,629	18,422	29,283	
	5.22%	5.86%	6.14%	9.64%	15.32%	
American Indian/Alaska Native	603	625	718	653	590	
	0.32%	0.33%	0.38%	0.34%	0.31%	
Asian	15,097	21,811	8,671	11,768	14,282	
	7.95%	11.45%	4.58%	6.16%	7.47%	
Native Hawaiian/Other	556	645	566	573	940	
	0.29%	0.34%	0.30%	0.30%	0.49%	
Other	307	345	368	392	388	
	0.16%	0.18%	0.19%	0.21%	0.20%	
Two or More Races	4,241	3,974	3,362	4,288	5,272	
	2.23%	2.09%	1.78%	2.24%	2.76%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	135,407	132,351	137,243	132,632	133,898	
Population Variance	1,101	-1,955	2,937	-1,674	-408	3.64%
	0.82%	-1.46%	2.19%	-1.25%	-0.30%	
Hispanic/Latino	53,545	62,388	67,798	58,923	60,739	
	39.54%	47.14%	49.40%	44.43%	45.36%	
White	59,459	42,005	49,322	48,250	36,096	
	43.91%	31.74%	35.94%	36.38%	26.96%	
Black/African American	7,676	8,058	9,037	12,963	20,528	
	5.67%	6.09%	6.58%	9.77%	15.33%	
American Indian/Alaska Native	476	468	570	486	462	
	0.35%	0.35%	0.42%	0.37%	0.35%	
Asian	11,505	16,590	7,706	9,138	12,129	
	8.50%	12.53%	5.61%	6.89%	9.06%	
Native Hawaiian/Other	405	475	419	402	631	
	0.30%	0.36%	0.31%	0.30%	0.47%	
Other	211	200	283	247	289	
	0.16%	0.15%	0.21%	0.19%	0.22%	
Two or More Races	2,130	2,167	2,108	2,223	3,024	
	1.57%	1.64%	1.54%	1.68%	2.26%	

Citizens by Voting Age Population Estimate

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	105,296	93,039	100,478	93,686	99,838	
Population Variance	6,829	-5,428	2,011	-4,781	1,371	12.45%
	6.93%	-5.51%	2.04%	-4.86%	1.39%	
Hispanic/Latino	31,373	34,654	37,434	30,626	33,688	
	29.80%	37.25%	37.26%	32.69%	33.74%	
White	55,894	41,094	47,959	44,677	37,620	
	53.08%	44.17%	47.73%	47.69%	37.68%	
Black/African American	7,675	6,613	8,377	10,602	18,248	
	7.29%	7.11%	8.34%	11.32%	18.28%	
American Indian/Alaska Native	579	478	681	597	289	
	0.55%	0.51%	0.68%	0.64%	0.29%	
Asian	7,750	8,696	3,920	5,327	7,501	
	7.36%	9.35%	3.90%	5.69%	7.51%	
Native Hawaiian/Other	302	124	369	270	542	
	0.29%	0.13%	0.37%	0.29%	0.54%	
Other	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,723	1,380	1,738	1,587	1,950	
	1.64%	1.48%	1.73%	1.69%	1.95%	

RESOLUTION NUMBER 36-11/12

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE
AREAS FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE
ELECTED AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A
BY-TRUSTEE AREA ELECTION PROCESS**

WHEREAS, The Riverside Community College District (“District”) currently uses an at-large process of electing its governing board members; and

WHEREAS, At-large election processes such as the District’s are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025–14032 of the California Elections Code (“CVRA”); and

WHEREAS, a by-trustee area election process is not vulnerable to challenge under the CVRA; and

WHEREAS, In a by-trustee area election process, candidates for the District’s Governing Board of Trustees (the “Board”) must reside within a specific geographic subarea of the District called a “trustee area” and candidates are elected only by the voters of that trustee area; and

WHEREAS, Education Code section 72036 allows Community College Districts to transition from an at-large election process to a by-trustee area election process upon the adoption of a resolution by the District’s Board in support of transitioning to a by-trustee area election process and upon the approval of the Board of Governors of the California Community Colleges; and

WHEREAS, District staff and consultants have prepared proposed trustee area plans and recommendations (the “Plans”) that the Board has considered; and

WHEREAS, the Board has conducted public forums on February 27, February 29, and March 1, 2012, to receive public input and comment on the Plans; and

WHEREAS, the Board has considered all such public input and comment on the Plans; and

WHEREAS, the Board hereby adopts Plan E, a copy of which is attached to this Resolution as Exhibit “A”, for use in the District’s next regularly scheduled governing board member election occurring in November, 2012 in a by-trustee area election process; and

WHEREAS, Each trustee area in Plan E contains substantially equal population utilizing the most recent decennial federal census data as required by Education Code section 72036; and

WHEREAS, the trustee areas from which governing board members will be elected in November, 2012, are Areas 1, and 3; and

WHEREAS, the trustee areas from which governing board members will be elected in the following governing board member election occurring in November, 2014, are Areas 2, 4, and 5.

NOW THEREFORE, be it resolved by the Governing Board of Trustees of the Riverside Community College District as follows:

1. That the above recitals are true and correct.
2. That the Board hereby adopts Plan E for use in a by-trustee area election process commencing with the District's next regularly scheduled governing board member election occurring in November of 2012.
3. That the Chancellor and/or his/her designee take all actions necessary to obtain the approval of this change from the Board of Governors of the California Community Colleges and provide whatever information or assistance may be required by the Board of Governors to complete this process.

ADOPTED, SIGNED AND APPROVED this 20th day of March, 2012 by Riverside Community College District Board of Trustees.

President of the Governing Board for the
Riverside Community College District

I, _____, Clerk of the Governing Board of the Riverside Community College District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 20th day of March, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

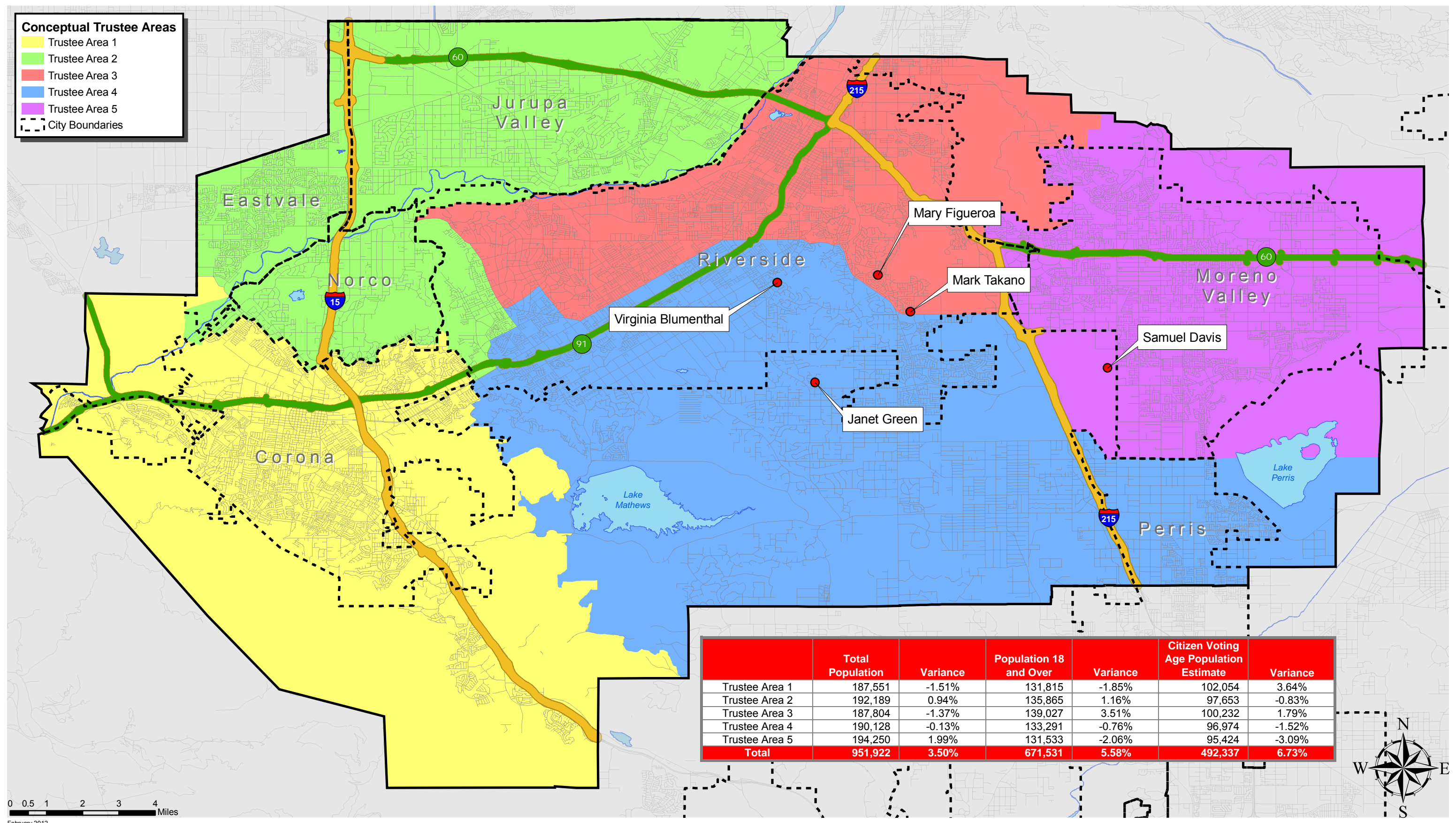
Clerk of the Governing Board of the
Riverside Community College District

Riverside Community College District

Conceptual Trustee Areas - Scenario E

Conceptual Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5
- City Boundaries



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	187,551	-1.51%	131,815	-1.85%	102,054	3.64%
Trustee Area 2	192,189	0.94%	135,865	1.16%	97,653	-0.83%
Trustee Area 3	187,804	-1.37%	139,027	3.51%	100,232	1.79%
Trustee Area 4	190,128	-0.13%	133,291	-0.76%	96,974	-1.52%
Trustee Area 5	194,250	1.99%	131,533	-2.06%	95,424	-3.09%
Total	951,922	3.50%	671,531	5.58%	492,337	6.73%

February 2012

Riverside Community College District

Conceptual Trustee Areas Scenario E

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	187,551	192,189	187,804	190,128	194,250	
Population Variance	-2,833	1,805	-2,580	-256	3,866	3.50%
	-1.51%	0.94%	-1.37%	-0.13%	1.99%	
Hispanic/Latino	83,578	100,784	96,841	92,635	105,454	
	44.56%	52.44%	51.56%	48.72%	54.29%	
White	71,035	58,114	59,795	65,312	36,926	
	37.88%	30.24%	31.84%	34.35%	19.01%	
Black/African American	9,779	10,879	12,392	13,994	33,369	
	5.21%	5.66%	6.60%	7.36%	17.18%	
American Indian/Alaska Native	538	648	799	624	580	
	0.29%	0.34%	0.43%	0.33%	0.30%	
Asian	17,280	17,476	13,031	12,383	11,459	
	9.21%	9.09%	6.94%	6.51%	5.90%	
Native Hawaiian/Other	595	514	529	649	993	
	0.32%	0.27%	0.28%	0.34%	0.51%	
Other	331	310	367	404	388	
	0.18%	0.16%	0.20%	0.21%	0.20%	
Two or More Races	4,415	3,464	4,050	4,127	5,081	
	2.35%	1.80%	2.16%	2.17%	2.62%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	131,815	135,865	139,027	133,291	131,533	
Population Variance	-2,491	1,559	4,721	-1,015	-2,773	5.58%
	-1.85%	1.16%	3.51%	-0.76%	-2.06%	
Hispanic/Latino	53,226	64,245	62,579	58,152	65,191	
	40.38%	47.29%	45.01%	43.63%	49.56%	
White	54,912	46,997	51,021	52,038	30,164	
	41.66%	34.59%	36.70%	39.04%	22.93%	
Black/African American	7,185	8,356	9,666	10,096	22,959	
	5.45%	6.15%	6.95%	7.57%	17.45%	
American Indian/Alaska Native	413	507	640	465	437	
	0.31%	0.37%	0.46%	0.35%	0.33%	
Asian	13,219	13,212	11,858	9,647	9,132	
	10.03%	9.72%	8.53%	7.24%	6.94%	
Native Hawaiian/Other	434	385	382	460	671	
	0.33%	0.28%	0.27%	0.35%	0.51%	
Other	222	197	279	256	276	
	0.17%	0.14%	0.20%	0.19%	0.21%	
Two or More Races	2,204	1,966	2,602	2,177	2,703	
	1.67%	1.45%	1.87%	1.63%	2.05%	

Citizens by Voting Age Population Estimate

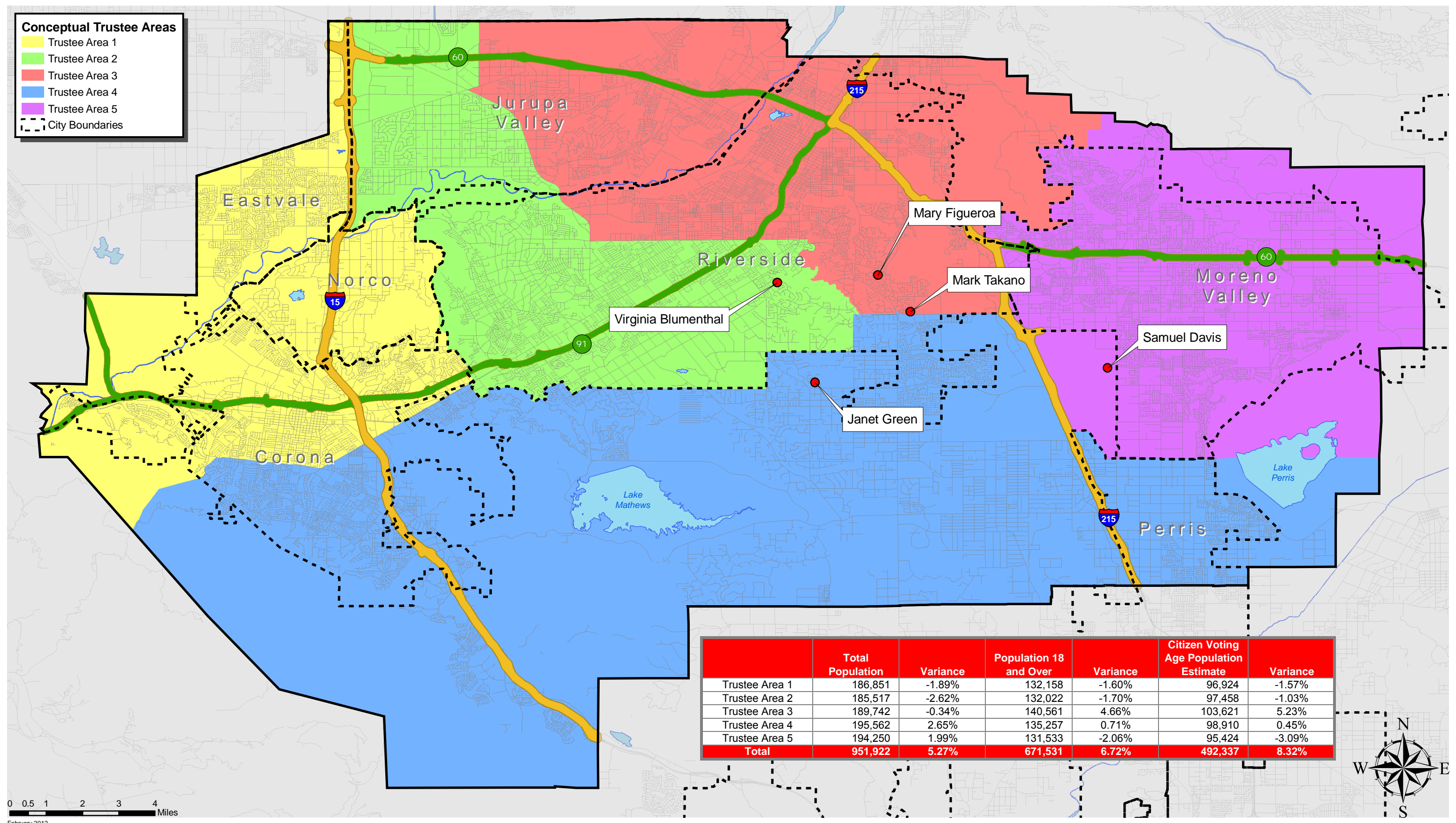
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	102,054	97,653	100,232	96,974	95,424	
Population Variance	3,587	-814	1,765	-1,493	-3,043	6.73%
	3.64%	-0.83%	1.79%	-1.52%	-3.09%	
Hispanic/Latino	31,168	36,782	33,920	31,570	34,335	
	30.54%	37.67%	33.84%	32.56%	35.98%	
White	52,375	44,716	48,586	48,915	32,652	
	51.32%	45.79%	48.47%	50.44%	34.22%	
Black/African American	7,580	7,166	8,520	8,572	19,677	
	7.43%	7.34%	8.50%	8.84%	20.62%	
American Indian/Alaska Native	450	437	823	604	310	
	0.44%	0.45%	0.82%	0.62%	0.32%	
Asian	8,617	6,950	6,021	5,554	6,052	
	8.44%	7.12%	6.01%	5.73%	6.34%	
Native Hawaiian/Other	322	135	386	244	520	
	0.32%	0.14%	0.39%	0.25%	0.54%	
Other	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,542	1,467	1,976	1,515	1,878	
	1.51%	1.50%	1.97%	1.56%	1.97%	

Riverside Community College District

Conceptual Trustee Areas - Scenario A

Conceptual Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5
- City Boundaries



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	186,851	-1.89%	132,158	-1.60%	96,924	-1.57%
Trustee Area 2	185,517	-2.62%	132,022	-1.70%	97,458	-1.03%
Trustee Area 3	189,742	-0.34%	140,561	4.66%	103,621	5.23%
Trustee Area 4	195,562	2.65%	135,257	0.71%	98,910	0.45%
Trustee Area 5	194,250	1.99%	131,533	-2.06%	95,424	-3.09%
Total	951,922	5.27%	671,531	6.72%	492,337	8.32%

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February 2012



Riverside Community College District

Conceptual Trustee Areas Scenario A

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	186,851	185,517	189,742	195,562	194,250	
Population Variance	-3,533	-4,867	-642	5,178	3,866	5.27%
	-1.89%	-2.62%	-0.34%	2.65%	1.99%	
Hispanic/Latino	85,667	110,189	96,747	81,235	105,454	
	45.85%	59.40%	50.99%	41.54%	54.29%	
White	61,637	54,562	61,740	76,317	36,926	
	32.99%	29.41%	32.54%	39.02%	19.01%	
Black/African American	12,050	8,147	12,533	14,314	33,369	
	6.45%	4.39%	6.61%	7.32%	17.18%	
American Indian/Alaska Native	604	837	712	456	580	
	0.32%	0.45%	0.38%	0.23%	0.30%	
Asian	21,983	7,662	13,159	17,366	11,459	
	11.76%	4.13%	6.94%	8.88%	5.90%	
Native Hawaiian/Other	523	657	545	562	993	
	0.28%	0.35%	0.29%	0.29%	0.51%	
Other	321	327	370	394	388	
	0.17%	0.18%	0.20%	0.20%	0.20%	
Two or More Races	4,066	3,136	3,936	4,918	5,081	
	2.18%	1.69%	2.07%	2.51%	2.62%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	132,158	132,022	140,561	135,257	131,533	
Population Variance	-2,148	-2,284	6,255	951	-2,773	6.72%
	-1.60%	-1.70%	4.66%	0.71%	-2.06%	
Hispanic/Latino	54,713	70,217	62,556	50,716	65,191	
	41.40%	53.19%	44.50%	37.50%	49.56%	
White	48,606	46,079	52,401	57,882	30,164	
	36.78%	34.90%	37.28%	42.79%	22.93%	
Black/African American	9,007	6,260	9,806	10,230	22,959	
	6.82%	4.74%	6.98%	7.56%	17.45%	
American Indian/Alaska Native	483	625	581	336	437	
	0.37%	0.47%	0.41%	0.25%	0.33%	
Asian	16,590	6,244	11,978	13,124	9,132	
	12.55%	4.73%	8.52%	9.70%	6.94%	
Native Hawaiian/Other	379	478	400	404	671	
	0.29%	0.36%	0.28%	0.30%	0.51%	
Other	190	224	288	252	276	
	0.14%	0.17%	0.20%	0.19%	0.21%	
Two or More Races	2,190	1,895	2,551	2,313	2,703	
	1.66%	1.44%	1.81%	1.71%	2.05%	

Citizens by Voting Age Population Estimate

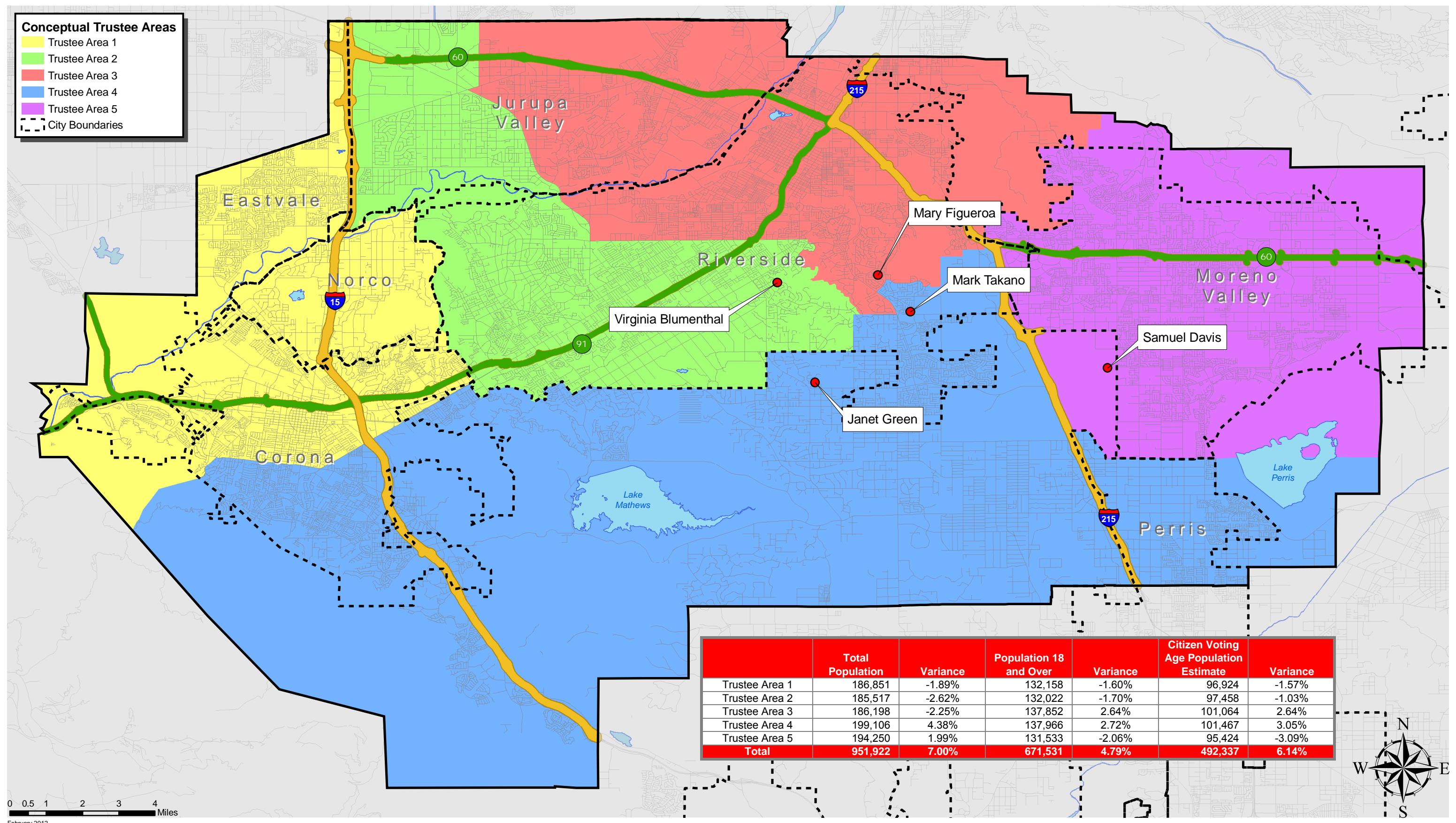
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	96,924	97,458	103,621	98,910	95,424	
Population Variance	-1,543	-1,009	5,154	443	-3,043	8.32%
	-1.57%	-1.03%	5.23%	0.45%	-3.09%	
Hispanic/Latino	31,780	36,794	35,908	28,958	34,335	
	32.79%	37.75%	34.65%	29.28%	35.98%	
White	44,805	48,006	49,830	51,951	32,652	
	46.23%	49.26%	48.09%	52.52%	34.22%	
Black/African American	8,207	5,857	8,976	8,798	19,677	
	8.47%	6.01%	8.66%	8.89%	20.62%	
American Indian/Alaska Native	523	642	632	517	310	
	0.54%	0.66%	0.61%	0.52%	0.32%	
Asian	9,980	4,383	5,985	6,794	6,052	
	10.30%	4.50%	5.78%	6.87%	6.34%	
Native Hawaiian/Other	180	108	420	379	520	
	0.19%	0.11%	0.41%	0.38%	0.54%	
Other	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,449	1,668	1,870	1,513	1,878	
	1.49%	1.71%	1.80%	1.53%	1.97%	

Riverside Community College District

Conceptual Trustee Areas - Scenario B

Conceptual Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5
- City Boundaries



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	186,851	-1.89%	132,158	-1.60%	96,924	-1.57%
Trustee Area 2	185,517	-2.62%	132,022	-1.70%	97,458	-1.03%
Trustee Area 3	186,198	-2.25%	137,852	2.64%	101,064	2.64%
Trustee Area 4	199,106	4.38%	137,966	2.72%	101,467	3.05%
Trustee Area 5	194,250	1.99%	131,533	-2.06%	95,424	-3.09%
Total	951,922	7.00%	671,531	4.79%	492,337	6.14%

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February 2012



Riverside Community College District

Conceptual Trustee Areas Scenario B

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	186,851	185,517	186,198	199,106	194,250	
Population Variance	-3,533	-4,867	-4,186	8,722	3,866	7.00%
	-1.89%	-2.62%	-2.25%	4.38%	1.99%	
Hispanic/Latino	85,667	110,189	95,953	82,029	105,454	
	45.85%	59.40%	51.53%	41.20%	54.29%	
White	61,637	54,562	59,767	78,290	36,926	
	32.99%	29.41%	32.10%	39.32%	19.01%	
Black/African American	12,050	8,147	12,228	14,619	33,369	
	6.45%	4.39%	6.57%	7.34%	17.18%	
American Indian/Alaska Native	604	837	705	463	580	
	0.32%	0.45%	0.38%	0.23%	0.30%	
Asian	21,983	7,662	12,824	17,701	11,459	
	11.76%	4.13%	6.89%	8.89%	5.90%	
Native Hawaiian/Other	523	657	543	564	993	
	0.28%	0.35%	0.29%	0.28%	0.51%	
Other	321	327	363	401	388	
	0.17%	0.18%	0.19%	0.20%	0.20%	
Two or More Races	4,066	3,136	3,815	5,039	5,081	
	2.18%	1.69%	2.05%	2.53%	2.62%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	132,158	132,022	137,852	137,966	131,533	
Population Variance	-2,148	-2,284	3,546	3,660	-2,773	4.79%
	-1.60%	-1.70%	2.64%	2.72%	-2.06%	
Hispanic/Latino	54,713	70,217	62,036	51,236	65,191	
	41.40%	53.19%	45.00%	37.14%	49.56%	
White	48,606	46,079	50,811	59,472	30,164	
	36.78%	34.90%	36.86%	43.11%	22.93%	
Black/African American	9,007	6,260	9,565	10,471	22,959	
	6.82%	4.74%	6.94%	7.59%	17.45%	
American Indian/Alaska Native	483	625	574	343	437	
	0.37%	0.47%	0.42%	0.25%	0.33%	
Asian	16,590	6,244	11,702	13,400	9,132	
	12.55%	4.73%	8.49%	9.71%	6.94%	
Native Hawaiian/Other	379	478	398	406	671	
	0.29%	0.36%	0.29%	0.29%	0.51%	
Other	190	224	283	257	276	
	0.14%	0.17%	0.21%	0.19%	0.21%	
Two or More Races	2,190	1,895	2,483	2,381	2,703	
	1.66%	1.44%	1.80%	1.73%	2.05%	

Citizens by Voting Age Population Estimate

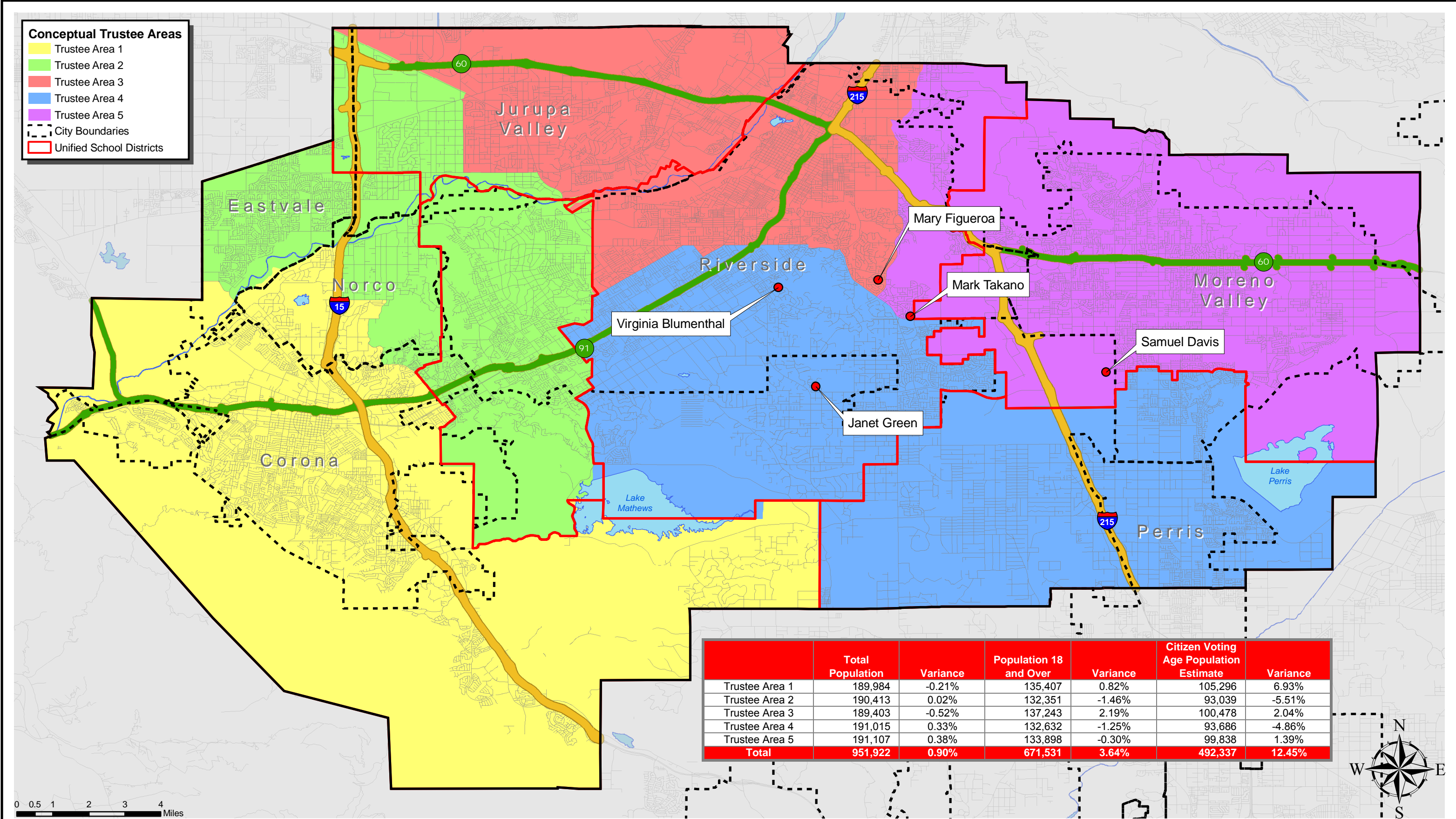
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	96,924	97,458	101,064	101,467	95,424	
Population Variance	-1,543	-1,009	2,597	3,000	-3,043	6.14%
	-1.57%	-1.03%	2.64%	3.05%	-3.09%	
Hispanic/Latino	31,780	36,794	35,368	29,498	34,335	
	32.79%	37.75%	35.00%	29.07%	35.98%	
White	44,805	48,006	48,155	53,626	32,652	
	46.23%	49.26%	47.65%	52.85%	34.22%	
Black/African American	8,207	5,857	8,749	9,025	19,677	
	8.47%	6.01%	8.66%	8.89%	20.62%	
American Indian/Alaska Native	523	642	632	517	310	
	0.54%	0.66%	0.63%	0.51%	0.32%	
Asian	9,980	4,383	5,870	6,909	6,052	
	10.30%	4.50%	5.81%	6.81%	6.34%	
Native Hawaiian/Other	180	108	420	379	520	
	0.19%	0.11%	0.42%	0.37%	0.54%	
Other	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,449	1,668	1,870	1,513	1,878	
	1.49%	1.71%	1.85%	1.49%	1.97%	

Riverside Community College District

Conceptual Trustee Areas - Scenario C

Conceptual Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5
- City Boundaries
- Unified School Districts



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	189,984	-0.21%	135,407	0.82%	105,296	6.93%
Trustee Area 2	190,413	0.02%	132,351	-1.46%	93,039	-5.51%
Trustee Area 3	189,403	-0.52%	137,243	2.19%	100,478	2.04%
Trustee Area 4	191,015	0.33%	132,632	-1.25%	93,686	-4.86%
Trustee Area 5	191,107	0.38%	133,898	-0.30%	99,838	1.39%
Total	951,922	0.90%	671,531	3.64%	492,337	12.45%

February 2012

Riverside Community College District

Conceptual Trustee Areas Scenario C

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	189,984	190,413	189,403	191,015	191,107	
Population Variance	-400	29	-981	631	723	0.90%
	-0.21%	0.02%	-0.52%	0.33%	0.38%	
Hispanic/Latino	83,023	99,195	105,973	94,256	96,845	
	43.70%	52.09%	55.95%	49.34%	50.68%	
White	76,243	52,653	58,116	60,663	43,507	
	40.13%	27.65%	30.68%	31.76%	22.77%	
Black/African American	9,914	11,165	11,629	18,422	29,283	
	5.22%	5.86%	6.14%	9.64%	15.32%	
American Indian/Alaska Native	603	625	718	653	590	
	0.32%	0.33%	0.38%	0.34%	0.31%	
Asian	15,097	21,811	8,671	11,768	14,282	
	7.95%	11.45%	4.58%	6.16%	7.47%	
Native Hawaiian/Other	556	645	566	573	940	
	0.29%	0.34%	0.30%	0.30%	0.49%	
Other	307	345	368	392	388	
	0.16%	0.18%	0.19%	0.21%	0.20%	
Two or More Races	4,241	3,974	3,362	4,288	5,272	
	2.23%	2.09%	1.78%	2.24%	2.76%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	135,407	132,351	137,243	132,632	133,898	
Population Variance	1,101	-1,955	2,937	-1,674	-408	3.64%
	0.82%	-1.46%	2.19%	-1.25%	-0.30%	
Hispanic/Latino	53,545	62,388	67,798	58,923	60,739	
	39.54%	47.14%	49.40%	44.43%	45.36%	
White	59,459	42,005	49,322	48,250	36,096	
	43.91%	31.74%	35.94%	36.38%	26.96%	
Black/African American	7,676	8,058	9,037	12,963	20,528	
	5.67%	6.09%	6.58%	9.77%	15.33%	
American Indian/Alaska Native	476	468	570	486	462	
	0.35%	0.35%	0.42%	0.37%	0.35%	
Asian	11,505	16,590	7,706	9,138	12,129	
	8.50%	12.53%	5.61%	6.89%	9.06%	
Native Hawaiian/Other	405	475	419	402	631	
	0.30%	0.36%	0.31%	0.30%	0.47%	
Other	211	200	283	247	289	
	0.16%	0.15%	0.21%	0.19%	0.22%	
Two or More Races	2,130	2,167	2,108	2,223	3,024	
	1.57%	1.64%	1.54%	1.68%	2.26%	

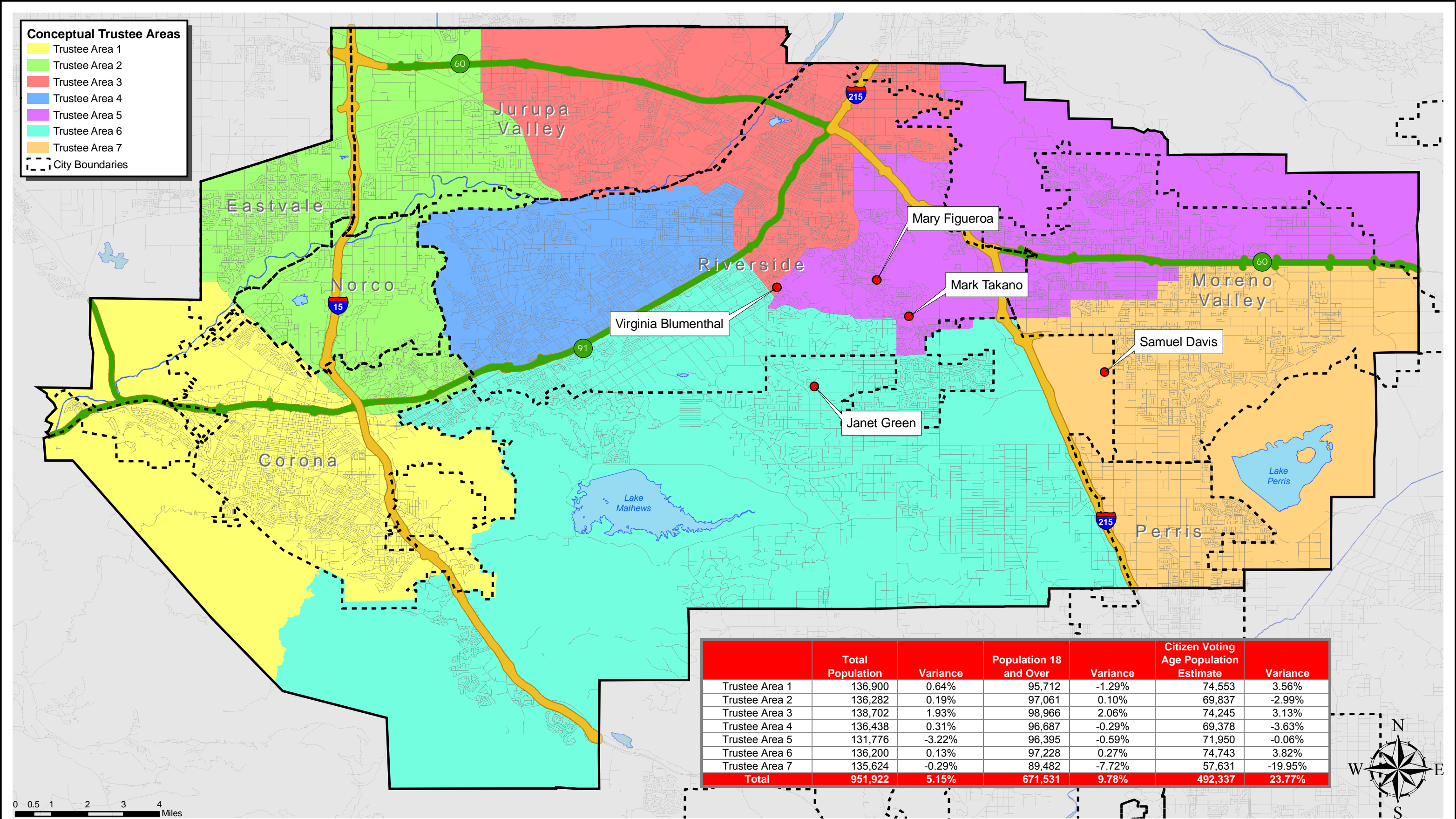
Citizens by Voting Age Population Estimate

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	105,296	93,039	100,478	93,686	99,838	
Population Variance	6,829	-5,428	2,011	-4,781	1,371	12.45%
	6.93%	-5.51%	2.04%	-4.86%	1.39%	
Hispanic/Latino	31,373	34,654	37,434	30,626	33,688	
	29.80%	37.25%	37.26%	32.69%	33.74%	
White	55,894	41,094	47,959	44,677	37,620	
	53.08%	44.17%	47.73%	47.69%	37.68%	
Black/African American	7,675	6,613	8,377	10,602	18,248	
	7.29%	7.11%	8.34%	11.32%	18.28%	
American Indian/Alaska Native	579	478	681	597	289	
	0.55%	0.51%	0.68%	0.64%	0.29%	
Asian	7,750	8,696	3,920	5,327	7,501	
	7.36%	9.35%	3.90%	5.69%	7.51%	
Native Hawaiian/Other	302	124	369	270	542	
	0.29%	0.13%	0.37%	0.29%	0.54%	
Other	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,723	1,380	1,738	1,587	1,950	
	1.64%	1.48%	1.73%	1.69%	1.95%	

Riverside Community College District

Conceptual Trustee Areas - Scenario D

- Conceptual Trustee Areas**
- Trustee Area 1
 - Trustee Area 2
 - Trustee Area 3
 - Trustee Area 4
 - Trustee Area 5
 - Trustee Area 6
 - Trustee Area 7
 - City Boundaries



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	136,900	0.64%	95,712	-1.29%	74,553	3.56%
Trustee Area 2	136,282	0.19%	97,061	0.10%	69,837	-2.99%
Trustee Area 3	138,702	1.93%	98,966	2.06%	74,245	3.13%
Trustee Area 4	136,438	0.31%	96,687	-0.29%	69,378	-3.63%
Trustee Area 5	131,776	-3.22%	96,395	-0.59%	71,950	-0.06%
Trustee Area 6	136,200	0.13%	97,228	0.27%	74,743	3.82%
Trustee Area 7	135,624	-0.29%	89,482	-7.72%	57,631	-19.95%
Total	951,922	5.15%	671,531	9.78%	492,337	23.77%

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February 2012



Riverside Community College District
 Conceptual Trustee Areas Scenario D

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Trustee Area 6	Trustee Area 7	Variance
Population	136,900	136,282	138,702	136,438	131,776	136,200	135,624	5.15%
Population Variance	880	262	2,682	418	-4,244	180	-396	
	0.64%	0.19%	1.93%	0.31%	-3.22%	0.13%	-0.29%	
Hispanic/Latino	61,862	59,764	79,701	80,545	58,076	59,883	79,461	
	45.19%	43.85%	57.46%	59.03%	44.07%	43.97%	58.59%	
White	54,041	44,137	41,469	39,392	37,860	53,761	20,522	
	39.47%	32.39%	29.90%	28.87%	28.73%	39.47%	15.13%	
Black/African American	5,848	10,247	8,490	6,766	18,144	8,187	22,731	
	4.27%	7.52%	6.12%	4.96%	13.77%	6.01%	16.76%	
American Indian/Alaska Native	415	394	563	632	416	442	327	
	0.30%	0.29%	0.41%	0.46%	0.32%	0.32%	0.24%	
Asian	11,044	18,037	5,441	5,832	12,616	10,306	8,353	
	8.07%	13.24%	3.92%	4.27%	9.57%	7.57%	6.16%	
Native Hawaiian/Other Pacific Islander	439	332	428	487	535	352	707	
	0.32%	0.24%	0.31%	0.36%	0.41%	0.26%	0.52%	
Other	247	235	251	243	248	272	304	
	0.18%	0.17%	0.18%	0.18%	0.19%	0.20%	0.22%	
Two or More Races	3,004	3,136	2,359	2,541	3,881	2,997	3,219	
	2.19%	2.30%	1.70%	1.86%	2.95%	2.20%	2.37%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Trustee Area 6	Trustee Area 7	Variance
Population	95,712	97,061	98,966	96,687	96,395	97,228	89,482	9.78%
Population Variance	-1,252	97	2,002	-277	-569	264	-7,482	
	-1.29%	0.10%	2.06%	-0.29%	-0.59%	0.27%	-7.72%	
Hispanic/Latino	39,240	38,447	50,497	50,989	37,329	38,251	48,640	
	41.00%	39.61%	51.02%	52.74%	38.73%	39.34%	54.36%	
White	41,492	34,955	34,884	33,288	31,458	42,515	16,540	
	43.35%	36.01%	35.25%	34.43%	32.63%	43.73%	18.48%	
Black/African American	4,319	7,752	6,493	5,119	13,077	6,134	15,368	
	4.51%	7.99%	6.56%	5.29%	13.57%	6.31%	17.17%	
American Indian/Alaska Native	316	327	447	482	328	323	239	
	0.33%	0.34%	0.45%	0.50%	0.34%	0.33%	0.27%	
Asian	8,382	13,504	4,731	4,729	11,242	8,038	6,442	
	8.76%	13.91%	4.78%	4.89%	11.66%	8.27%	7.20%	
Native Hawaiian/Other Pacific Islander	316	246	307	364	393	253	453	
	0.33%	0.25%	0.31%	0.38%	0.41%	0.26%	0.51%	
Other	162	144	181	162	205	174	202	
	0.17%	0.15%	0.18%	0.17%	0.21%	0.18%	0.23%	
Two or More Races	1,485	1,686	1,426	1,554	2,363	1,540	1,598	
	1.55%	1.74%	1.44%	1.61%	2.45%	1.58%	1.79%	

Citizens by Voting Age Population Estimate

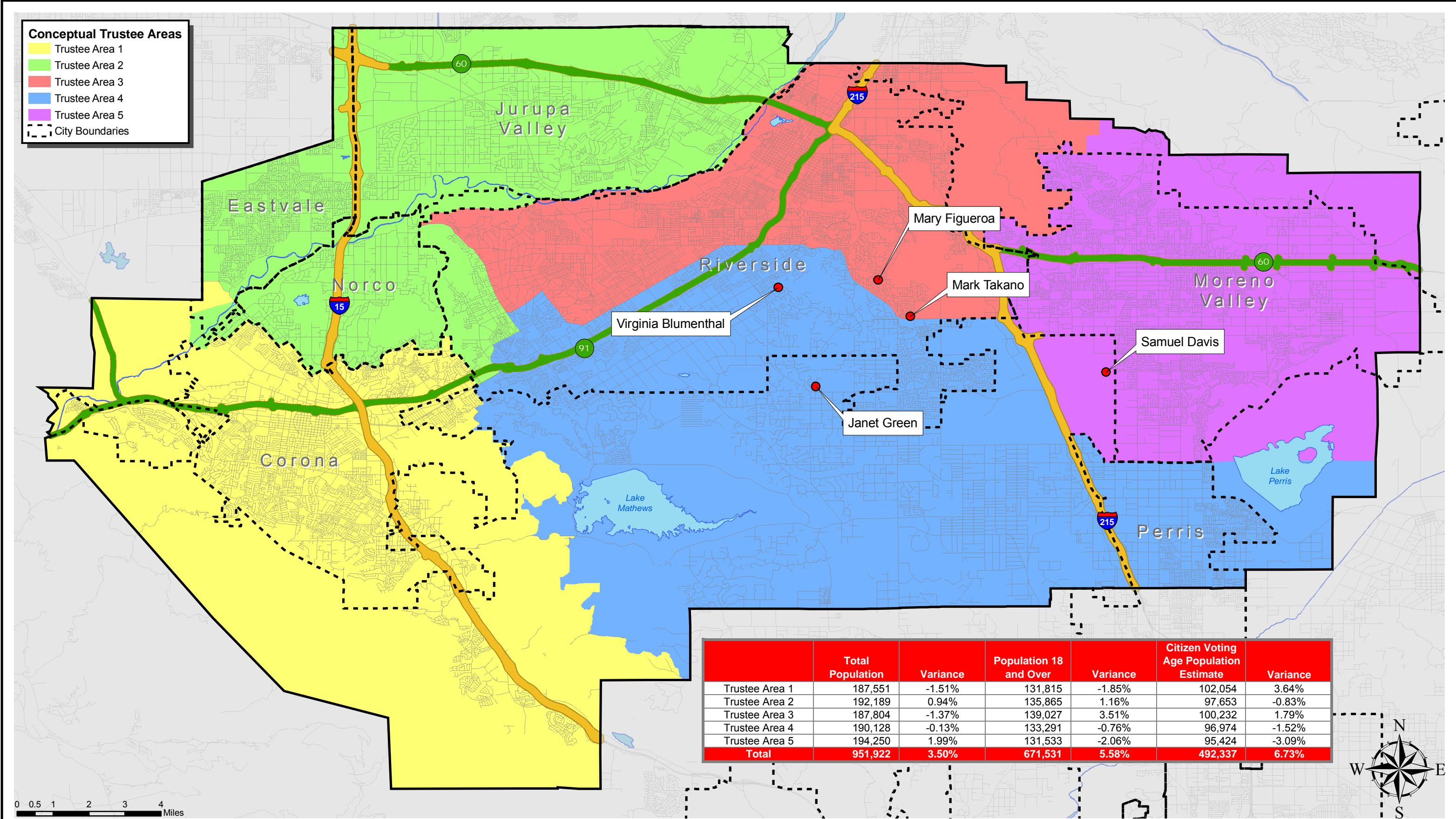
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Trustee Area 6	Trustee Area 7	Variance
Population	74,553	69,837	74,245	69,378	71,950	74,743	57,631	23.77%
Population Variance	2,560	-2,156	2,252	-2,615	-43	2,750	-14,362	
	3.56%	-2.99%	3.13%	-3.63%	-0.06%	3.82%	-19.95%	
Hispanic/Latino	22,704	23,279	28,069	25,857	21,996	22,949	22,921	
	30.45%	33.33%	37.81%	37.27%	30.57%	30.70%	39.77%	
White	39,622	32,049	34,690	33,328	31,230	39,223	17,102	
	53.15%	45.89%	46.72%	48.04%	43.41%	52.48%	29.68%	
Black/African American	4,913	6,001	6,452	4,923	11,088	5,994	12,144	
	6.59%	8.59%	8.69%	7.10%	15.41%	8.02%	21.07%	
American Indian/Alaska Native	347	250	512	520	183	493	319	
	0.47%	0.36%	0.69%	0.75%	0.25%	0.66%	0.55%	
Asian	5,592	7,275	3,045	3,286	5,488	4,602	3,906	
	7.50%	10.42%	4.10%	4.74%	7.63%	6.16%	6.78%	
Native Hawaiian/Other Pacific Islander	255	20	315	179	358	208	272	
	0.34%	0.03%	0.42%	0.26%	0.50%	0.28%	0.47%	
Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,120	963	1,162	1,285	1,607	1,274	967	
	1.50%	1.38%	1.57%	1.85%	2.23%	1.70%	1.68%	

Riverside Community College District

Conceptual Trustee Areas - Scenario E

Conceptual Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5
- City Boundaries



	Total Population	Variance	Population 18 and Over	Variance	Citizen Voting Age Population Estimate	Variance
Trustee Area 1	187,551	-1.51%	131,815	-1.85%	102,054	3.64%
Trustee Area 2	192,189	0.94%	135,865	1.16%	97,653	-0.83%
Trustee Area 3	187,804	-1.37%	139,027	3.51%	100,232	1.79%
Trustee Area 4	190,128	-0.13%	133,291	-0.76%	96,974	-1.52%
Trustee Area 5	194,250	1.99%	131,533	-2.06%	95,424	-3.09%
Total	951,922	3.50%	671,531	5.58%	492,337	6.73%

Riverside Community College District

Conceptual Trustee Areas Scenario E

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	187,551	192,189	187,804	190,128	194,250	
Population Variance	-2,833	1,805	-2,580	-256	3,866	3.50%
Hispanic/Latino	83,578	100,784	96,841	92,635	105,454	
	44.56%	52.44%	51.56%	48.72%	54.29%	
White	71,035	58,114	59,795	65,312	36,926	
	37.88%	30.24%	31.84%	34.35%	19.01%	
Black/African American	9,779	10,879	12,392	13,994	33,369	
	5.21%	5.66%	6.60%	7.36%	17.18%	
American Indian/Alaska Native	538	648	799	624	580	
	0.29%	0.34%	0.43%	0.33%	0.30%	
Asian	17,280	17,476	13,031	12,383	11,459	
	9.21%	9.09%	6.94%	6.51%	5.90%	
Native Hawaiian/Other	595	514	529	649	993	
	0.32%	0.27%	0.28%	0.34%	0.51%	
Other	331	310	367	404	388	
	0.18%	0.16%	0.20%	0.21%	0.20%	
Two or More Races	4,415	3,464	4,050	4,127	5,081	
	2.35%	1.80%	2.16%	2.17%	2.62%	

Population 18 and Over

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	131,815	135,865	139,027	133,291	131,533	
Population Variance	-2,491	1,559	4,721	-1,015	-2,773	5.58%
Hispanic/Latino	53,226	64,245	62,579	58,152	65,191	
	40.38%	47.29%	45.01%	43.63%	49.56%	
White	54,912	46,997	51,021	52,038	30,164	
	41.66%	34.59%	36.70%	39.04%	22.93%	
Black/African American	7,185	8,356	9,666	10,096	22,959	
	5.45%	6.15%	6.95%	7.57%	17.45%	
American Indian/Alaska Native	413	507	640	465	437	
	0.31%	0.37%	0.46%	0.35%	0.33%	
Asian	13,219	13,212	11,858	9,647	9,132	
	10.03%	9.72%	8.53%	7.24%	6.94%	
Native Hawaiian/Other	434	385	382	460	671	
	0.33%	0.28%	0.27%	0.35%	0.51%	
Other	222	197	279	256	276	
	0.17%	0.14%	0.20%	0.19%	0.21%	
Two or More Races	2,204	1,966	2,602	2,177	2,703	
	1.67%	1.45%	1.87%	1.63%	2.05%	

Citizens by Voting Age Population Estimate

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5	Variance
Population	102,054	97,653	100,232	96,974	95,424	
Population Variance	3,587	-814	1,765	-1,493	-3,043	6.73%
Hispanic/Latino	31,168	36,782	33,920	31,570	34,335	
	30.54%	37.67%	33.84%	32.56%	35.98%	
White	52,375	44,716	48,586	48,915	32,652	
	51.32%	45.79%	48.47%	50.44%	34.22%	
Black/African American	7,580	7,166	8,520	8,572	19,677	
	7.43%	7.34%	8.50%	8.84%	20.62%	
American Indian/Alaska Native	450	437	823	604	310	
	0.44%	0.45%	0.82%	0.62%	0.32%	
Asian	8,617	6,950	6,021	5,554	6,052	
	8.44%	7.12%	6.01%	5.73%	6.34%	
Native Hawaiian/Other	322	135	386	244	520	
	0.32%	0.14%	0.39%	0.25%	0.54%	
Other	N/A	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	N/A	
Two or More Races	1,542	1,467	1,976	1,515	1,878	
	1.51%	1.50%	1.97%	1.56%	1.97%	



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Agenda Item (XII-C)

Meeting 3/20/2012 - Regular

Agenda Item Business From Board Members (XII-C)

Subject Update from Members of the Board of Trustees on Business of the Board.

College/District District

Information Only

Background Narrative:

Members of the Board of Trustees will briefly share information about recent events/conferences they attended since the last meeting

Prepared By: Chris Carlson, Chief of Staff



Agenda Item (XIII-A)

Meeting	3/20/2012 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Conference with Legal Counsel - Existing Litigation (CA Gov. Code 54956.9(a) - Radford v. Riverside Community College District, et. al.
College/District	District
Funding	n/a
Recommended Action	To Be Determined

Background Narrative:

None

Prepared By: Chris Carlson, Chief of Staff



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Agenda Item (XIII-B)

Meeting 3/20/2012 - Regular

Agenda Item Closed Session (XIII-B)

Subject Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release

College/District District

Funding

Recommended Action To Be Determined

Background Narrative:

None

Prepared By: Greg Gray, Chancellor