

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
March 17, 2009 - 6:00 p.m. – Board Room AD122, Riverside City College

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact Heidi Wills at (951) 222-8804 as far in advance of the meeting as possible.

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

Closed Session

- Pursuant to Government Code Section 54957, public employment, the Board will consider the Chancellor appointment.

**Recommended Action: To be Determined**

- Pursuant to Government Code Section 54957.6, conference with labor negotiator, unrepresented employee: Chancellor; District designated representative: Mr. Sperry MacNaughton.

**Recommended Action: To be Determined**

RECESS

I. Approval of Minutes - Special Meeting of February 18, 2009  
Regular Meeting of February 24, 2009

II. Chancellor’s Reports

A. Communications

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

**Information Only**

1. “Recognition of Students from the RCC Model United Nations” –  
Dr. Jan Muto, President, Riverside City College

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

- (a) Management (None)
- (b) Contract Faculty (None)
- (c) Long-Term, Temporary Faculty
- (d) Special Assignments

2. Salary Reclassifications

3. Request for Tenure

4. Academic Rank

5. Management Professional Leave

6. Management Employment Contract

b. Classified Personnel

1. Appointments

- (a) Management/Supervisory (None)
- (b) Management/Supervisory – Categorically Funded (None)
- (c) Classified/Confidential
- (d) Classified/Confidential – Categorically Funded (None)
- (e) Short Term



- (f) Temporary As Needed Student Workers
    - (g) Special Assignments
  - 2. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
  - 3. Reclassification of Classified Bargaining Unit Position
  - 4. Non-Continuance of Probationary Employee
- 2. Purchase Order and Warrant Report—All District Funds
  - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
- 3. Budget Adjustments
  - a. Budget Adjustments
    - Request approval of various budget transfers between major object codes as requested by administrative personnel.
  - b. Resolutions to Amend Budget
    - 1. Resolution to Amend Budget – Resolution No. 34-08/09 2008-2009 CTE Collaborative Project
      - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
    - 2. Resolution to Amend Budget – Resolution No. 35-08/09 2008-2009 CTE Community Collaborative Project - UNITE
      - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
    - 3. Resolution to Amend Budget – Resolution No. 37-08/09 2008-2009 EWD Regional Consortia Demonstration Project
      - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
  - c. Contingency Budget Adjustments
    - Recommend approving, by a two-thirds vote, contingency budget transfers as presented.

4. Bid Awards
  - a. Award of Bids– Student Success Center - Norco  
- Recommend awarding thirty-two (32) construction trade bids as listed and authorizing signature of associated agreements; rejecting construction trade bids, and authorizing re-bidding after revising specifications for the rejected bids.
5. Out-of State Travel  
- Recommend approving out-of-state travel requests.
6. Grants, Contracts and Agreements
  - a. Contracts and Agreements Report Less than \$76,700 – All District Funds  
- Recommend ratifying the listing of the District’s contracts and agreements that are less than \$76,700, pursuant to Public Contract Code Section 20650.
7. Other Items
  - a. Surplus Property  
- Recommend declaring listed property as surplus; finding the property does not exceed \$5,000; and authorizing the property be sold on behalf of the District.
  - b. Notice of Completion – Utility Retrofit Improvement Project  
- Recommend accepting a project as complete, approving the execution of the Notice of Completion and authorizing its signatures.
  - c. Notice of Completion – Soccer Field Phase I Project, Norco Campus  
- Recommend accepting a project as complete, approving the execution of the Notice of Completion and authorizing its signature.

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

- B. Information
  1. Monthly Financial Report  
- Informational report relative to financial activity for the period from July 1, 2008 through February 28, 2009.

2. Measure C Project Commitments Summary Report  
- Informational report relative to Measure C general obligation bond financial activity through the period ended January 31, 2009.

**Information Only**

VI. Board Committee Reports

- A. Teaching and Learning Committee (None)
- B. Resources Committee
  1. Norco Student Support Center Project  
- Recommend approving the agreement with River City Testing to provide DSA inspection, special inspection, and materials testing services for the project.
  2. Phase III-Norco/Industrial Technology Project – Change Order  
- Recommend approving a change order and authorizing signing of the order.
  3. Riverside Nursing/Sciences Building Project  
- Recommend approving an amendment to a multiple prime construction management services agreement with Barnhart, Inc., a Heery International Company.
  4. Riverside Aquatics Complex Status Report  
- Recommend encouraging the Foundation to proceed with a vigorous private fundraising effort for the Aquatics Complex and authorizing staff to proceed with the bid process for the Aquatics Complex once plans are approved by DSA.
  5. 2008-2009 Salary Adjustment  
- Recommend approving a salary adjustment for management, faculty and confidential staff.

**Recommended Action: Request for Approval**

- C. Planning Committee
  1. March Dental Education Center  
- Recommend approving funding for the planning and design of the center, and an agreement with HMC Architects to provide design services.

2. Moreno Valley Parking Structure  
- Recommend approving funding for the planning and design of the parking structure and surge space.

**Recommended Action: Request for Approval**

D. Governance Committee

1. Board of Trustees Agendas – Enhancing Policy Making  
- Recommend delegating authority to the Chancellor regarding Special Projects, which would be posted on the administrative actions library on the District’s website.

**Recommended Action: Request for Approval**

2. Revised and New Board Policies – Second Reading  
- Recommend approving Board Policies 3100, 3550, 3710, 3750, 3820, 4106, 4222, 4226, 4600, 5031, 5055, 5110, 5120, 5300, 5550, 5700, 6700, 7348.

**Recommended Action: Request for Approval**

- E. Board of Trustees Committee Meeting Minutes  
- Recommend receipt of minutes from the February 17, 2009 Board of Trustees Teaching and Learning, Planning, Resources, and Governance Committee meetings.

**Information Only**

VII. Administrative Reports

A. Vice Chancellors

1. 2009-2010 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 36-08/09  
- Recommend authorizing the borrowing of funds for fiscal year 2009-2010, issuing and selling a 2009-2010 Tax Revenue Anticipation Note, participating in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note and authorizing signature of all appropriate documents.

**Recommended Action: Request for Approval**

B. Presidents

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

- A. CTA – California Teachers Association
- B. CSEA – California School Employees Association

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.  
**Information Only**
- B. CCCT Board of Directors Election - 2009  
- The Board will vote to fill the seven vacancies on the CCCT Board from the list provided of the 15 trustees who have been nominated.  
**Recommend Action: Vote to Fill the CCCT Board Vacancies**
- C. Recognition of Former Citizens' Bond Oversight Committee Member  
- Recommend officially recognizing a former committee member for his service to the public and the RCCD as a member of the committee.  
**Recommended Action: Officially Recognize Former Citizens' Bond Oversight Committee Member**
- D. Miné Okubo Collection Bequest  
- Recommend ratifying the formation of the Miné Okubo Ad Hoc Board Committee with Board Secretary Takano as Chair, and Board Vice President Green as Vice Chair.  
**Recommended Action: Request for Ratification of Formation of the Miné Okubo Ad Hoc Board Committee and its Officers**

XI. Closed Session

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.  
**Recommended Action: To be Determined**

XII. Adjournment

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING OF FEBRUARY 18, 2009

President Blumenthal called the special meeting of the Board of Trustees to order at 5:30 p.m., at Ciao Bella Restaurant, 1630 Spruce Street, Riverside, California.

CALL TO ORDER

Trustees Present:

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

Trustees Absent

Ms. Ruth Jones, Student Trustee

The Board adjourned to closed session at 5:30 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Charles A. Taylor, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 10:00 p.m., announcing no action was taken, and adjourned the meeting to Friday, February 20, 2009 at 5:30 p.m. at Ciao Bella Restaurant.

RECONVENED/ADJOURNED  
TO FEBRUARY 20, 2009

The Board adjourned to closed session on Friday, February 20, 2009, at 5:30 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Wayne D. Watson, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 10:00 p.m., announcing no action was taken, and adjourned the meeting to Wednesday, February 25, 2009, at 5:30 p.m. at Ciao Bella Restaurant.

RECONVENED/ADJOURNED  
TO FEBRUARY 25, 2009

The Board adjourned to closed session on Wednesday, February 25, 2009, at 5:30 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Gregory W. Gray, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 10:00 p.m., announcing no action was taken, and adjourned the meeting to Tuesday, March 10, 2009, at 7:30 p.m., in Board Room AD122, O. W. Noble Administration

RECONVENED/ADJOURNED  
TO MARCH 10, 2009

Building, Riverside City College, 4800 Magnolia Avenue, Riverside.

The Board reconvened to open session at 7:30 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College. RECONVENED

Ms. Jennifer Vaughn Blakley, President, The Group, made a comment regarding diversity and the Chancellor Search. COMMENTS FROM THE PUBLIC

The Board adjourned to closed session at 7:30 p.m., pursuant to Government Code Section 54957, Public Employee Appointment; Title: Chancellor; discussion to take place regarding the Chancellor finalists. CLOSED SESSION

The Board reconvened to open session at 11:30 p.m., announcing no action, and adjourned the meeting. RECONVENED/ADJOURNED

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF FEBRUARY 24, 2009

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:03 p.m. in the Student Services Foyer, Norco Campus.

CALL TO ORDER

Trustees Present

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

Staff Present

Dr. Irving Hendrick, Interim Chancellor  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco Campus  
Dr. Jan Muto, President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff  
Mr. Aaron Brown, Associate Vice Chancellor, Finance  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Mr. Doug Beckstrom, President, Academic Senate, District and Moreno Valley Campus  
Dr. Richard Mahon, President, Academic Senate, Riverside City College  
Mr. Tom Wagner, President, Academic Senate, Moreno Valley Campus  
Dr. Dariush Haghghat, President, CTA  
Mr. Gustavo Segura, President, CSEA

Guest(s)

Mr. Rich Biber, Representative for the Moreno Valley Community Health Foundation (dissolved)  
Mr. Carle Rowe, President of the Board, Moreno Valley Community Health Foundation (dissolved)

Norco student Alejandro Mercado led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of January 27, 2009. Motion carried.  
(5 ayes)

MINUTES OF THE REGULAR  
MEETING OF JANUARY 27, 2009



Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meeting of January 30, 2009. Motion carried.  
(5 ayes)

MINUTES OF THE SPECIAL  
MEETING OF JANUARY 30, 2009

CHANCELLOR'S REPORTS

Dr. Hendrick introduced Mr. Carl Rowe, President of the now dissolved Moreno Valley Community Health Foundation, who presented the Board of Trustees with \$50,000 to establish the Moreno Valley Community Health Foundation Allied Health Endowed Scholarship to support students in Moreno Valley. The Foundation's assets were to be distributed to not-for-profit organizations as directed by the attorney general, and this gift represents the bulk of the funds distributed.

“Presentation by the Moreno Valley Community Health Foundation” – Dr. Irving G. Hendrick, Interim Chancellor

The Board recessed the meeting at 6:12 p.m., and reconvened to open session at 6:22 p.m.

RECESSED/RECONVENED

Ms. Jones presented the report about recent and future student activities at the Moreno Valley and Norco Campuses, and Riverside City College.

STUDENT REPORT

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 38)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,365,344 and District Warrant Claims totaling \$4,634,239; (Appendix No. 39)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented; (Appendix No. 40)

Budget Adjustments

Approve adding the revenue and expenditures of \$219,338 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 31-08/09 2008-2009 CTE Enrollment Growth and Retention ADN-RN Program

Approve adding the revenue and expenditures of \$400,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 32-08/09 2008-2009 CTE Community Collaborative Project

Approve adding the revenue and expenditures of \$324 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 33-08/09 2008-2009 Basic Skills/ESL Program

Approve the contingency budget transfer, by a two-thirds vote of the members, as presented; (Appendix No. 41)

Contingency Budget Adjustments

Award a bid for the project, in the total amount of \$199,000, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Award of Bid – Air Handler Replacement Life Science Building Project - Riverside Campus

Grant out-of-state travel as amended; (Appendix No. 42)

Out-of-State Travel

Ratify the listed contracts and agreements totaling \$204,309; (Appendix No. 43)

Contracts and Agreements Report Less than \$76,700 – All District Funds

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 Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 44)

Surplus Property

Approve using the Western States Contracting Alliance Agreement #A74813, to purchase Lenovo proprietary hardware, as needed for all departments in the District as per the terms of the Master Price Agreement from September 1, 2007 to August 31, 2009;

Using Master Price Agreement for Purchasing - Lenovo

Approve using the Western States Contracting Alliance Agreement #A63309, to purchase Hewlett Packard proprietary hardware, as needed for all departments in the District as per the terms of the Master Price Agreement from September 1, 2007 to August 31, 2009;

Using Master Price Agreement for Purchasing – Hewlett Packard

Approve using the Agreement to purchase equipment from Steelcase, Inc., in the amount of \$697,700, for the Project, using the current Measure C project budget;

Norco Industrial Building Project – Use of National Joint Powers Alliance Agreement

Accept the project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the Notice.

Notice of Completion – Bradshaw Emergency Electrical Service Utility Repair Project

Motion carried. (5 ayes)

#### Information

In accordance with Board Policy 1042, the Interim Chancellor has accepted the resignation of Mr. Jared Miller, Senior Interpreter, effective January 30, 2009, for personal reasons.

Separation

The Board received the summary of financial information from July 1, 2008-January 31, 2009.

Monthly Financial Report

The Board received for review and information a report on Measure C general obligation bond financial activity through the period ended January 31, 2009.

Measure C Project Commitments Summary Report

#### BOARD COMMITTEE REPORTS

##### Teaching and Learning

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Ramona Munsell and Associates Consulting, Inc. (Riverside)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and

Agreement with Ramona Munsell and Associates Consulting, Inc. (Moreno Valley)

Finance, to sign the agreement. Motion carried.  
(5 ayes)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried.  
(5 ayes)

Agreement with Ramona Munsell and Associates Consulting, Inc. (Norco)

#### Resources

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with PSOMAS to provide design and engineering services for a District-wide ADA Transition Plan, in the amount of \$481,780, using District Measure “C” funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

ADA Transition Plan

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the change order, in the amount of \$24,248.33, and authorize the Associate Vice Chancellor, Facilities Planning, Design and Construction, to sign the Change Order. Motion carried. (5 ayes)

Norco Soccer Field Project (Phase I) – Change Order No. 1

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the change order, for Apex Plastering, in the amount of \$10,599.28, and authorize the Associate Vice Chancellor, Facilities Planning, Design and Construction, to sign the Change Order. Motion carried. (5 ayes)

Phase III – Norco/Industrial Technology Project – Change Order

#### Planning Committee

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with HMC architects to provide FPP design services, in the amount of \$83,000, using District Measure “C” Funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Center for Health, Wellness, and Kinesiology (Norco)

The Board asked that a report be prepared for them showing what companies, local or outside the area, who have received Measure C Funds.

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with Steinberg Architects to provide FPP design services, in the amount of \$94,271, using District Measure “C” funds, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement. Motion carried. (5 ayes)

Health Science Center (Moreno Valley)

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with HMC Architects to provide FPP design services, in the amount of \$108,000, using District Measure “C” funds, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement. Motion carried. (5 ayes)

Life Science/Physical Science Reconstruction (Riverside)

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees accept for reading Board Policies 3100, 3550, 3710, 3750, 3820, 4106, 4222, 4226, 4600, 5031, 5055, 5110, 5120, 5300, 5550, 5700, 6700, and 7348. Motion carried. (5 ayes)

Governance Committee

Revised and New Board Policies – First Reading

The Board received for information the minutes from the January 20, 2009 Board of Trustees Teaching and Learning, Planning, and Resources Committee Meetings.

Board of Trustees Committee Meeting Minutes

ACADEMIC SENATE REPORTS

Mr. Beckstrom presented the report on behalf of the District and the Moreno Valley Campus Academic Senate.

Riverside Community College District/Moreno Valley Campus

Mr. Mahon presented the report on behalf of the Riverside City College Academic Senate.

Riverside City College

Mr. Wagner presented the report on behalf of the Norco Campus Academic Senate.

Norco Campus

BARGAINING UNIT REPORTS

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

CTA – California Teacher’s Association

BUSINESS FROM BOARD MEMBERS

Chancellor Search Committee Chair Blumenthal presented an update on the status of the Chancellor Search. There will be an adjourned meeting on Tuesday, March 10<sup>th</sup>, for the Board of Trustees to consider the candidates for Chancellor.

Update on Chancellor Search

Ms. Figueroa, seconded by Mrs. Green, moved that the Board of Trustees appoint Mr. Israel Landa the student representative on the Committee, for a two-year term of service, which began in August 2008 and ends on August 2010. Motion carried. (5 ayes)

Appointment of Individual to the Measure C Citizen's Bond Oversight Committee

The Board adjourned the meeting at 8:24 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: March 17, 2009

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management  
(none)

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
(none)			

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
* Joyce Kim	Director/Instructor Speech-Language Pathology Asst. Program	04/01/09	G-1

RIVERSIDE CITY COLLEGE

Jeffrey Mulari	Mathematics Instructor	Spring Semester 2009	C-5
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d. Special Assignments

Payment as indicated to the individuals specified on the attached list.

2. Salary Reclassifications

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

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members effective April 1, 2009:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Rolando Regino	G	H
Robert Baradaran	E	F

Report No.: V-A-1-a

Date: March 17, 2009

Subject: Academic Personnel

3. Request for Tenure

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for tenure by the fall semester of the fourth year.

It is recommended the Board of Trustees grant tenure to the faculty as specified on the attached list.

4. Academic Rank

Board Policy 4000 establishes guidelines for academic rank; and the Professional Growth and Sabbatical Leave Committee reviewed the attached listing of academic rank for the 2009-2010 academic year.

It is recommended the Board of Trustees approve the 2009-2010 academic rank as specified on the attached list.

5. Management Professional Leave

Board Policy 7340 provides three months of professional leave for District managers. Dr. Ravelle Lyn Greene, Associate Dean, Grants has requested such a leave from May 1, 2009 to June 30, 2009 for purposes of academic preparation to return to the classroom in the fall semester of 2009. The request has been reviewed and approved by the Chancellor.

It is recommended that the Board of Trustees approve a management professional leave for Dr. Ravelle Lyn Greene from May 1, 2009 to June 30, 2009.

6. Management Employment Contract

The Riverside Community College District, consistent with the provisions of Education Code Section 72411, a provision enacted under AB1725, allows administration to be employed by the Governing Board of the District by an appointment or contract. The following contract is being submitted for approval:

<u>Position</u>	<u>Term</u>	<u>Salary</u>
Vice Chancellor, Administration and Finance	01/27/09-01/26/11	Contract
President, Norco	03/22/09-03/21/11	Contract



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: March 17, 2009

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

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

b. Management/Supervisory – Categorically Funded

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

Report No.: V-A-1-b

Date: March 17, 2009

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
*(Removed)				
MORENO VALLEY CAMPUS				
(None)				
NORCO CAMPUS				
Alonso Barboza	Custodian	03/30/09	13-1	Appointment
Isaiah Martinez	Custodian	03/30/09	13-1	Appointment
*(Removed)				
RIVERSIDE CITY COLLEGE				
*Alisha Glass	Laboratory Technician II (Part-time, 75% / 11-month)	03/18/09	20-1	Appointment

d. Classified/Confidential – Categorically Funded

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

Report No.: V-A-1-b

Date: March 17, 2009

Subject: Classified Personnel

1. Appointments – Continued

e. Short Term

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

f. Temporary as Needed Student Workers

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

g. Special Assignments

Payment to be approved for the following individuals in the amount indicated for their participation in a special assignment:

Stage Manager for Sensational Show tunes III (03/18/09 – 04/24/09)

Alejandra Arteaga – Total amount not to exceed \$1,900.00

Middle School Career Exploration – YEMP Presentations (03/18/09 – 06/11/09)

Aaron Petroff – Total amount not to exceed \$4,000

Xayaphanthong, Soutsakhone – Total amount not to exceed \$4,000

2. Requests for Leave under the California Family Rights Act and the Federal Family and Medical Leave Act.

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

<u>Name</u>	<u>Title</u>	<u>Retroactive to:</u>
Maria Maness	Matriculation Specialist	March 9, 2009

3. Reclassification of Classified Bargaining Unit Positions

At it's meeting of January 29, 2008 the Board of Trustees approved the reclassification of the Food Service Worker I to Food Service Worker III effective January 30, 2008. Patrick Youngquist was not included on the list and should have. Board Policy 4045 provides for reclassification of classified positions. It is recommended the Board of Trustees approve the title and range, as shown below, for the following classified bargaining unit employees retroactive to January 30, 2008:

<u>Name</u>	<u>Current Title/Range</u>	<u>Proposed Title/Range</u>
Patrick Youngquist	Food Service Worker I Range: 6-2	Food Service Worker III Range: 9-2

Report No.: V-A-1-b

Date: March 17, 2009

Subject: Classified Personnel

4. Non-Continuance of Probationary Employee

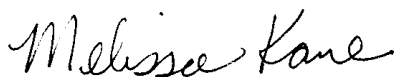
It is recommended the Board of Trustees ratify the non-continuance of the probationary period and employment of classified employee, Jaime Rodriguez, retroactive to February 26, 2009.

Report No.: V-A-1-b

Date: March 17 2009

Subject: Classified Personnel

Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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Irving G. Hendrick  
Interim Chancellor

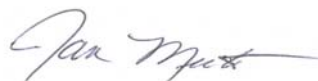
Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



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Jan Muto  
President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Academic Affairs



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Brenda Davis  
President, Norco Campus

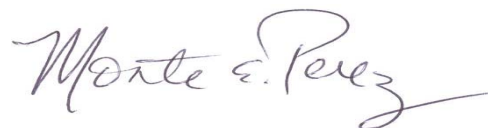
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James Buysse  
Vice Chancellor, Administration and Finance  
and Finance



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Monte Perez  
President, Moreno Valley Campus



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Linda Lacy  
Vice Chancellor, Student Services/Operations

**SB70 Middle School Career Exploration (Spring 2009)**

Develop curriculum and materials for middle school career exploration activities.

Judith McKinley – Paid as a lump sum upon completion in the amount of \$339.00

Julie Nace - Paid as a lump sum upon completion in the amount of \$339.00

Doug Beckstrom - Paid as a lump sum upon completion in the amount of \$339.00

Christopher Leon - Paid as a lump sum upon completion in the amount of \$339.00

**Physical Agility Workshops (Spring 2009)**

Assist and instruct students with methods and techniques to successfully pass a physical test.

This test is required for the Fire Academy and employment as a firefighter.

Greg Arias – Paid as a lump sum upon completion in the amount of \$800.00

**Graduate Student Internship (Spring 2009)**

Provide knowledge of the community college instructor role. Show intern how to create a syllabus, organize a lecture, make assignments, evaluate and record attendance. Serve as a role model in presenting course material in the classroom setting.

Amber Casolari – Paid as a lump sum upon completion in the amount of \$750.00

**Conversion of WRC Directed Learning Activities (DLA's) for Online Access (Spring 2009)**

In order to ensure greater access to the Writing and Reading Center's collection of Directed Learning Activities, faculty member will convert the extant DLA's to web pages and will upload them to the college's Writing and Reading Center web site. The project will also include a redesign of the activities to incorporate interactive capabilities, whenever and/or appropriate.

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

Tammy DiBenedetto – Total amount not to exceed \$1,410.25

**Teacher Preparation Title V Grant (Spring 2009)**

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

Deborah Smith – Total amount not to exceed \$516.24

Anna Christian – Total amount not to exceed \$516.24

**The Center for Communication Excellence (Spring 2009)**

Service students of Riverside City College who wish to improve their communication skills while working on assignments or projects. The Center will provide a comfortable environment to increase competence and bolster confidence by developing and enhancing skills including but not limited to public speaking, listening in various contexts, interpersonal and small group communication. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Windy Norris – Total amount not to exceed \$2,064.96

Carl Christman - Total amount not to exceed \$2,064.96

Micherri Wiggs - Total amount not to exceed \$2,064.96

Estrella Romero - Total amount not to exceed \$2,064.96

Aric Eidadu - Total amount not to exceed \$2,064.96

Joan Gibbons-Anderson - Total amount not to exceed \$3,785.76

Marian Carroll - Total amount not to exceed \$1,491.36

Clifford Ruth - Total amount not to exceed \$2,638.56

Mark Dorrough - Total amount not to exceed \$2,064.96

Teacher Preparation Title V Grant (Spring 2009)

Administrator Math Contests for 08/09 academic year. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Curtis Cochran – Total amount not to exceed \$860.40

Lab Preparation (Spring 2009)

Preparation of lab set-up prior to her lecture due to lack of lab technician personnel. Class is at Rubidoux High School. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Diane Olin – Total amount not to exceed \$617.60

Annie Get Your Gun – Musical Theatre Choreography (Spring 2009)

Choreograph, create, implement and coach dance numbers in theatrical production. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Susan Roginski – Total amount not to exceed \$800.00

Search Committee (Winter 2009)

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

Bonavita Quinto-MacCallum – Total hours not to exceed 4.5

National Science Foundation – Goods to Go Program (Spring 2009)

Develop aligned curriculum for the Goods to Go Grant. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Glen Graham – Total amount not to exceed \$3,646.08

Faculty Internship Project (FIP) Mentor (Title V) (Spring 2009)

Serve as faculty mentor for FIP 2009 interns during the Spring semester.

Maria Pacheco – Paid as a lump sum upon completion in the amount of \$1,000.00

**MORENO VALLEY CAMPUS**

<u>Name</u>	<u>Discipline</u>
Broyles, Larisa	Anthropology
Foster, Donald	Music
Galicia, Felipe	Biology
Hausladen, Lisa	Medical Assisting
Moore, Frankie	Student Activities
Quinto-MacCallum, Bonavita	Spanish
Soto, Salvador	Counseling
Thompson, Eric	Sociology
Tovares, Charles	Geography
Wagner, Stephen	Anatomy & Physiology
Zapata, Valarie	English

**NORCO CAMPUS**

<u>Name</u>	<u>Discipline</u>
Aljord, Huda	Arabic
Burnett, Sarah	Early Childhood Education
Chaks, Leslie	Guidance
Elizalde, Andres	English
Nelson, Lisa	English
Ries, Richard	Mathematics
Shirinian, Margarita	English as a Second Language
Synodinos, Dimitrio	Student Activities
Tran, Phu	Physics
Van Hulle, Paul	Manufacturing Technology



RIVERSIDE CITY COLLEGE

<u>Name</u>	<u>Discipline</u>
Amidon, Tucker	English
Arguelles, Rudolph	Physical Education
Brown, Jami	Sociology
Brown, Amanda	Mathematics
Byun, John	Music
Casolari, Amber	Economics
Elton, William	Physical Education
Gutierrez, Edgar Ivan	History
Herrick, Scott	Biology
Ishihara, Chie	Business Administration
Lesch, Jacqueline	Library Services
Pessah, Samuel	Italian/French
Phelps, William	Geology
Sanchez, Marc	Mathematics
Spangler, Jason	English
Taube, Rhonda	Art
Torre, Sandra	Computer Application & Office Administration
Truttmann, Leo	Chemistry
Wiggs, Micherri	Speech Communication
Willie, Cheryl	Cosmetology
Wyckoff, Charles	Business Administration

## MORENO VALLEY CAMPUS

Snitker	Nicole	Dental Hygiene	Instructor
Baciuna	Nicolae	Mathematics	Assistant Professor
Fast	Matthew	Computer Information Systems	Assistant Professor
Howard	Jeanne	Counseling	Assistant Professor
Hulshof	Lidia	Dental Assisting	Assistant Professor
Marshall	Shara	Biology/Health Science	Assistant Professor
Nyrop	Sonya	Reading	Assistant Professor
Parker	LaTonya	Counseling	Assistant Professor
Rhyne	Jeffrey	English	Assistant Professor
Sinigaglia	Nicholas	Philosophy	Assistant Professor
Tolunay-Ryan	Adviye	Psychology	Assistant Professor
Werner-Fraczek	Joanna	Health Science	Assistant Professor
Yao	Chui Zhi	Mathematics	Assistant Professor
Lesser	Donna	Dental Hygiene	Assistant Professor, Career & Technical Education
Stafford	Paula	Physician Assistant	Assistant Professor, Career & Technical Education
Estrada	Michael	Physician Assistant	Visiting Assistant Professor
Amezquita	Anna Marie	English	Associate Professor
Balent	Amy	Art	Associate Professor
Banks	James	Human Services	Associate Professor
Barboza	Matthew	Computer Information Systems	Associate Professor
Beckstrom	Douglas	Dental Technology	Associate Professor
Bhattacharya	Debadarshi	Physics	Associate Professor
Biancardi	Fabian	Political Science	Associate Professor
Broyles	Larisa	Anthropology	Associate Professor
Clark	Daniel	English	Associate Professor
Conrad	Diane	Speech Communication	Associate Professor
Drake	Sean	Mathematics	Associate Professor
Dumer	Olga	English as a Second Language	Associate Professor
Duran	Jose	Business Administration	Associate Professor
Elder	Gregory	History	Associate Professor
Fontaine	Robert	EMS & Paramedic Program	Associate Professor
Foster	Donald	Music	Associate Professor
Gage	George	Community Interpretation	Associate Professor
Galicia	Felipe	Biology	Associate Professor
Gibbs	Travis	Psychology	Associate Professor
Hausladen	Lisa	Medical Assisting	Associate Professor

## MORENO VALLEY CAMPUS (Cont'd)

Honore	Cheryl	Accounting	Associate Professor
Ingham	Susan	English	Associate Professor
Johnson	Fen	Mathematics	Associate Professor
Lipkin	Ellen	Microbiology	Associate Professor
Loomis	Rebecca	Anatomy & Physiology	Associate Professor
Marsh	Diane	Chemistry	Associate Professor
McQuead	Michael	Computer Information Systems	Associate Professor
Mercado	Rosario	Spanish	Associate Professor
Metcalfe	Kim	Early Childhood Education	Associate Professor
Middleton	Delores	Physician Assistant	Associate Professor
Moore	Frankie	Student Activities	Associate Professor
Namekata	James	Mathematics	Associate Professor
Nollette	Christopher	EMS & Paramedic Program	Associate Professor
Ogata	Lorraine	Reading	Associate Professor
Pacheco	Maria	Counseling	Associate Professor
Pena	Larry	Counseling	Associate Professor
Pfeifle	Ann	History	Associate Professor
Pisa	Sheila	Mathematics	Associate Professor
Quinto-MacCallum	Bonavita	Spanish	Associate Professor
Reynolds	Joseph	Counseling	Associate Professor
Rocco	Christopher	Humanities	Associate Professor
Saxon	Kathleen	Mathematics	Associate Professor
Soto	Salvador	Counseling	Associate Professor
Thetford	Teresa	Physician Assistant	Associate Professor
Thompson	Eric	Sociology	Associate Professor
Tovares	Charles	Geography	Associate Professor
Wagner	Stephen	Biology	Associate Professor
Wicken	Ingrid	Physical Education	Associate Professor
Williams	Edward	English	Associate Professor
Zapata	Valarie	English	Associate Professor

## NORCO CAMPUS

Friedrich Finnern	Teresa	Biology	Assistant Professor
Gray	Alexis	Anthropology	Assistant Professor
Moore	Barbara	Biology	Assistant Professor
Olaerts	Ana Marie	Speech Communication	Assistant Professor
Vega	Daniel	Counseling	Assistant Professor
			Assistant Professor, Career &
Cordier	Gerald	Drafting	Technical Education
Andacheh	Khalil	Sociology	Associate Professor
Bader	Melissa	English	Associate Professor
Beck	Rex	Business Administration	Associate Professor
Boelman	Peter	Economics	Associate Professor
Brockenbrough	Celia	Library Services	Associate Professor
Brotherton	Catherine	Computer Information Systems	Associate Professor
Burnett	Sarah	Early Childhood Education	Associate Professor
Chacon	Rosina	Counseling	Associate Professor
Chaks	Leslie	Counseling	Associate Professor
Chung	Elisa	Mathematics	Associate Professor
Cluff	Michael	English	Associate Professor
Coverdale	John	Computer Information Systems	Associate Professor
Crasnow	Sharon	Philosophy	Associate Professor
DeGuzman	Joseph	Mathematics	Associate Professor
Eckstein	Joseph	Geography	Associate Professor
Elizalde	Andres	English	Associate Professor
Farrar	Carol	Psychology	Associate Professor
Flick	Arend	English	Associate Professor
Freitas	Siobhan	Chemistry	Associate Professor
Frewing	Janet	Mathematics	Associate Professor
Garcia	Carlos	Engineering	Associate Professor
Gutierrez	Monica	Biology	Associate Professor
Hill	Jimmie	Counseling	Associate Professor
Hitchcock	Dominique	Spanish	Associate Professor
Humble	Dina	Music	Associate Professor
Johnson	Brian	Mathematics	Associate Professor
Kyriakos	Stephany	History	Associate Professor
Lewis	Mark	Speech Communication	Associate Professor
Makin	Deborah	Political Science	Associate Professor
Mills	David	English	Associate Professor
Miter	Carol	English	Associate Professor
Morrison	James	Biology	Associate Professor
Nelson	Lisa	English	Associate Professor

## NORCO CAMPUS (Cont'd)

Pavlis	Bonnie	Humanities	Associate Professor
Payan	David	Counseling	Associate Professor
Perhamus	Judith	Computer Information Systems	Associate Professor
Prior	Robert	Mathematics	Associate Professor
Rey	Jason	Mathematics	Associate Professor
Ries	Richard	Mathematics	Associate Professor
Robles	Andy	Mathematics	Associate Professor
Salcedo	Fernando	Spanish	Associate Professor
Shirinian	Margarita	English as a Second Language	Associate Professor
Skiba	Karin	Art	Associate Professor
Sloniger	Mitzi	Reading	Associate Professor
Smith	Deborah	Mathematics	Associate Professor
Sternburg	Charles	Anatomy & Physiology	Associate Professor
Stevens	Walter	Theater Arts	Associate Professor
Synodinos	Dimitrio	Student Activities	Associate Professor
Thomas	James	Construction Technology	Associate Professor
Tran	Phu	Physics	Associate Professor
Tschetter	Sheryl	English	Associate Professor
Van Hulle	Paul	Manufacturing Technology	Associate Professor
Wagner	Thomas	Business Administration	Associate Professor
Wales	Edward	Engineering	Associate Professor
Wallstrom	Timothy	Physical Education	Associate Professor
Wimer	Beverly	Physical Education	Associate Professor
Worsham	Patricia	Business Administration	Associate Professor
Zwart	Gail	Business Administration	Associate Professor

## RIVERSIDE CITY COLLEGE

Kessler	Rebecca	Cosmetology	Instructor
Anderson	Kimberly	Nursing	Assistant Professor
Chiek	Veasna	Mathematics	Assistant Professor
Dorrough	Mark	Speech Communication	Assistant Professor
Grenfell	John	Mathematics	Assistant Professor
Grey	Bobbie	Chemistry	Assistant Professor
Indermuehle	Denise	Nursing	Assistant Professor
Iwamizu	Kalunda	English	Assistant Professor
Kasle	Sydne	Speech Communication	Assistant Professor
Kruizenga-Muro	Denise	Reading	Assistant Professor
Longway	Mark	Counseling	Assistant Professor
McCarron	James	Physical Education	Assistant Professor

## RIVERSIDE CITY COLLEGE (Cont'd)

Mendoza	Gabriela	Mathematics	Assistant Professor
Moncrieff	Melvin	Nursing	Assistant Professor
Reyes	Ernesto	Mathematics	Assistant Professor
Richardson	Paul	Chemistry	Assistant Professor
Romero	Estrella	Speech Communication	Assistant Professor
Ruth	Clifford	Speech Communication	Assistant Professor
Sandoval	Victor	Reading	Assistant Professor
Schmidt	Steven	Music	Assistant Professor
Scott-Coe	Jo	English	Assistant Professor
Sellick	Mark	Political Science	Assistant Professor
Vermillion	Amy	Nursing	Assistant Professor
Williamson	Jarrold	Chemistry	Assistant Professor
Avalos	David	Culinary Arts	Assistant Professor, Career & Technical Education
Burris	Robert	Air Conditioning	Assistant Professor, Career & Technical Education
Gall	Nancy	Photography	Assistant Professor, Career & Technical Education
Kennedy	Stephen	Automotive Technology	Assistant Professor, Career & Technical Education
O'Connell	Paul	Automotive Technology	Assistant Professor, Career & Technical Education
Rodriguez	Nicholas	Cosmetology	Assistant Professor, Career & Technical Education
Slocum	David	Automotive Technology	Assistant Professor, Career & Technical Education
Tedesco	August	Telecommunications	Assistant Professor, Career & Technical Education
Westbrook	Peter	Cosmetology	Assistant Professor, Career & Technical Education
Willie	Cheryl	Cosmetology	Assistant Professor, Career & Technical Education
Alexander	Sharon	Nursing	Visiting Assistant Professor
Amodeo	Margaret	Counseling	Visiting Assistant Professor
Aycock	Gregory	Counseling	Visiting Assistant Professor
Chapman	Dee	Counseling	Visiting Assistant Professor
Cordery	Janet Leigh	Counseling	Visiting Assistant Professor
Huerta	Gloria	Nursing	Visiting Assistant Professor
Lange	Mary	Nursing	Visiting Assistant Professor
Magno	Karyn	Counseling	Visiting Assistant Professor
Ramsey	Daniele	STEM Counselor	Visiting Assistant Professor

## RIVERSIDE CITY COLLEGE (Cont'd)

Reimer	Kimberly	Nursing	Visiting Assistant Professor
Ryder	Mary	Counseling	Visiting Assistant Professor
Schultz	Garth	STEM Counselor	Visiting Assistant Professor
Stone	Sylvia	Nursing	Visiting Assistant Professor
Townsell	Jeffie	Counseling	Visiting Assistant Professor
Valadez	Annemarie	Nursing	Visiting Assistant Professor
Acharya	Surekha	English	Associate Professor
Allen	Thomas	English	Associate Professor
Aljord	Huda	Arabic	Associate Professor
Almquist	David	Physical Education	Associate Professor
Amidon	Tucker	English	Associate Professor
Anderson	Kristine	English	Associate Professor
Anguiano	Joe	English	Associate Professor
Arguelles	Rudolph	Physical Education	Associate Professor
Ashby	Hayley	Library Services	Associate Professor
Avila	Patricia	Counseling	Associate Professor
Baker	David	Sociology	Associate Professor
Baradaran	Robert	Culinary Arts	Associate Professor
Barnes	Micheal	Counseling	Associate Professor
Bendshadler	Cindy	English	Associate Professor
Bernier	Daniel	Chemistry	Associate Professor
Bhatia	Shailesh	Computer Information Systems	Associate Professor
Blair	Scott	Astronomy	Associate Professor
Bonzoumet	Nikki	Physical Education	Associate Professor
Bowen	Douglas	English as a Second Language	Associate Professor
Braiman	Linda	Library Services	Associate Professor
Brautigam	Kelly	Counseling	Associate Professor
Brewster	Steven	Library Services	Associate Professor
Brooks	Kathryn	Biology	Associate Professor
Brown	Amanda	Mathematics	Associate Professor
Brown	Ellen	Counseling	Associate Professor
Brown	Jami	Sociology	Associate Professor
Brown	Scott	Counseling	Associate Professor
Brown	Timothy	Reading	Associate Professor
Brown	William	Counseling	Associate Professor
Burchett	Gregory	Biology	Associate Professor
Byun	John	Music	Associate Professor
Carreras	Sofia	Dance	Associate Professor
Carter	Thatcher	English	Associate Professor
Casolari	Amber	Economics	Associate Professor

## RIVERSIDE CITY COLLEGE (Cont'd)

Cazares	Deborah	Early Childhood Education	Associate Professor
Cerwin-Bates	Stacey	Reading	Associate Professor
Chaks	Michael	Accounting	Associate Professor
Chatterjee	Achinta	English	Associate Professor
Cheney	James	Physics	Associate Professor
Chenoweth	Rita	Dance	Associate Professor
Christiansen	Jill	Nursing	Associate Professor
Clark	Ross	Graphics Technology	Associate Professor
Colapinto	Eileen	Counseling	Associate Professor
Colucci	Marie	Nursing	Associate Professor
Cramm	Kenneth	Mathematics	Associate Professor
Cregg	James	Computer Information Systems	Associate Professor
Cryder	Michael	Biology	Associate Professor
Curtis	Peter	Music	Associate Professor
Daddona-Moya	Michelle	Physical Education	Associate Professor
Dassow	Arturo	Counseling	Associate Professor
Davin	Richard	Sociology	Associate Professor
Dean	Leslie	Geography	Associate Professor
DiBenedetto	Tammy	English	Associate Professor
Dierdorff	Joanne	Dance	Associate Professor
Douglass	Kelly	English	Associate Professor
Dyogi	Damianita	Nursing	Associate Professor
Elton	William	Physical Education	Associate Professor
Farris	Katheryn	Physical Education	Associate Professor
Fawson	Evangeline	Nursing	Associate Professor
Finner	Richard	Graphics Technology	Associate Professor
Flyr	Mary	Early Childhood Education	Associate Professor
Fontana	Sandra	American Sign Language	Associate Professor
Forlenza	Gerard	History	Associate Professor
Garcia	Steven	English	Associate Professor
Gaylor	Dorothy	Spanish	Associate Professor
Gibbons-Anderson	Joan	Speech Communication	Associate Professor
Gillins	Sharon	Telecommunications	Associate Professor
Gobatie	Cynthia	Philosophy	Associate Professor
Graham	Douglas	Student Activities	Associate Professor
Gutierrez	Edgar Ivan	History	Associate Professor
Haghighat	Dariush	Political Science	Associate Professor
Haines	Mark	Dance	Associate Professor
Hall	Barbara	Anthropology	Associate Professor
Hall	Deborah	Student Activities	Associate Professor



## RIVERSIDE CITY COLLEGE (Cont'd)

Hall	Lewis	Computer Information Systems	Associate Professor
Haugh	Judy	Counseling	Associate Professor
Havener	Kathy	Nursing	Associate Professor
Herrick	Scott	Biology	Associate Professor
Herzig	Paul	Computer Information Systems	Associate Professor
Hopkins	John	Art	Associate Professor
Horn	Stephen	Art	Associate Professor
Howard	Lin	English	Associate Professor
Ishihara	Chie	Business Administration	Associate Professor
Issa	Ali	Health Science	Associate Professor
Jeter	Charlene	Counseling	Associate Professor
Jew	Robert	Art	Associate Professor
Jiang	George	English as a Second Language	Associate Professor
Jimenez	Gary	Counseling	Associate Professor
Judon	LaNeshia	Business Administration	Associate Professor
Julian	Jodi	Theater Arts	Associate Professor
Keiser	Terry	Graphics Technology	Associate Professor
Kelly	Kathryn	Spanish	Associate Professor
Kime-Hunt	Ellen	Chemistry	Associate Professor
Kinser	Anita	Nursing	Associate Professor
Knecht	Jasminka	Music	Associate Professor
Knipe	Theodore	Psychology	Associate Professor
Kobzeva-Herzog	Elena	Spanish	Associate Professor
Kreitner	Lani	English	Associate Professor
LaCava	Wilma	Nursing	Associate Professor
Legner	Mary	Mathematics	Associate Professor
Lehr	Janet	Computer App. & Office Tech.	Associate Professor
Lehr	Mark	Computer App. & Office Tech.	Associate Professor
Leifer	Gloria	Nursing	Associate Professor
Lesch	Jacqueline	Library Services	Associate Professor
Leung	Juliana	Art	Associate Professor
Locke	Gary	Music	Associate Professor
Lomayesva	Dwight	History	Associate Professor
Lovelace	Allan	Journalism	Associate Professor
Lowden	Clara	Physical Education	Associate Professor
Lowry	Stephanie	Nursing	Associate Professor
Lyons	Ann Marie	Mathematics	Associate Professor
MacDougall	Diana	American Sign Language	Associate Professor
Mahon	Richard	Humanities	Associate Professor
Mason	Dayna	Art	Associate Professor

## RIVERSIDE CITY COLLEGE (Cont'd)

Masterson	Romulus	Philosophy	Associate Professor
Matsos	Peter	Psychology	Associate Professor
Mayse	Kevin	Music	Associate Professor
McLeod	Scott	Computer Information Systems	Associate Professor
Meyer	Michael	English	Associate Professor
Mills	Susan	Mathematics	Associate Professor
Moore	Paul	Library Services	Associate Professor
Morales	Gerber	Mathematics	Associate Professor
Morrill	Cynthia	English	Associate Professor
Mowrey	Jodi	American Sign Language	Associate Professor
Nabours	Kathy	Mathematics	Associate Professor
Nelson	David	Theater Arts	Associate Professor
Nelson	Lee	Nursing	Associate Professor
O'Neill	Terrence	Physics	Associate Professor
Osgood-Treston	Brit	English	Associate Professor
Parker	Alfred	History	Associate Professor
Pessah	Samuel	Italian	Associate Professor
Pfenninger	Michele	English	Associate Professor
Phelps	William	Geology	Associate Professor
Ramos	Rosa	Counseling	Associate Professor
Reible	Carla	English as a Second Language	Associate Professor
Reid	Miguel	English as a Second Language	Associate Professor
Richard	Charles	Music	Associate Professor
Rodman	Richard	Automotive Technology	Associate Professor
Rogers	Dennis	Physical Education	Associate Professor
Romero	Clarence	Psychology	Associate Professor
Rosario	John	Anatomy & Physiology	Associate Professor
Rowe	Phyllis	Nursing	Associate Professor
Ruiz	Rogelio	Mathematics	Associate Professor
Ruiz	Ronald	Psychology	Associate Professor
Sanchez	Marc	Mathematics	Associate Professor
Sarkis	Rosemarie	French	Associate Professor
Schinke	Ward	Political Science	Associate Professor
Schutte	Donna	Nursing	Associate Professor
Sell	Kathleen	English	Associate Professor
Seniguar	John	Cosmetology	Associate Professor
Sigloch	Steven	Physical Education	Associate Professor
Smith	Heather	Biology	Associate Professor
Smith	John	Physical Education	Associate Professor
Solorzano	Diane	English	Associate Professor

## RIVERSIDE CITY COLLEGE (Cont'd)

Spangler	Jason	English	Associate Professor
St. Peters	Susan	English	Associate Professor
Stearns	Frank	Accounting	Associate Professor
Stone	Rachel	American Sign Language	Associate Professor
Stonebreaker	Linda	Reading	Associate Professor
Suzuki	Takashi	Japanese	Associate Professor
Taube	Rhonda	Art	Associate Professor
Thompson	Oliver	Administration of Justice	Associate Professor
Thompson-Eagle	Elisabeth	Biology	Associate Professor
Titus	Patrick	Counseling	Associate Professor
Tjandra	Margaret	English as a Second Language	Associate Professor
Torre	Sandra	Computer App. & Office Tech.	Associate Professor
Truttmann	Leo	Chemistry	Associate Professor
Tsai	I-Ching	Music	Associate Professor
Tutor	Patricia	Nursing	Associate Professor
Ulloa	Yuri	Automotive Technology	Associate Professor
VantHul	Tammy	Nursing	Associate Professor
Whelchel	Pamela	Mathematics	Associate Professor
White	Virginia	Biology	Associate Professor
Wiggs	Micherri	Speech Communication	Associate Professor
Wilcoxson	Don	Business Administration	Associate Professor
Woods	Kristi	History	Associate Professor
Wyckoff	Charles	Business Administration	Associate Professor
Yates	Sharon	Early Childhood Education	Associate Professor
Yglecias	Elizabeth	Counseling	Associate Professor
Yoshino	Ron	History	Associate Professor
Young	John	Economics	Associate Professor
Yount	Gwendolyn	Spanish	Associate Professor
Pardee	Ron	Business	Professor
Schall	Jan	Sociology	Professor

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Haggard, Doris	Clerical, Substitute	03/06/09-06/30/09	19-9
Michalka, Donna	Clerical, Substitute	03/09/09-05/01/09	19-1
Avalos, Jose	Custodial, Substitute	03/09/09-06/30/09	13-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Aguirre, Marisela	Community Service Officer	02/25/09-06/30/09	\$14.00/hour
Lopez, Andrew	Community Service Officer	03/02/09-06/30/09	\$14.00/hour
Mendoza, Joseph	Computer Technician	02/17/09-06/30/09	\$10.00/hour
Brown, Trevor	Custodial Assistant	03/09/09-06/30/09	\$12.50/hour
Scott, Marcus	Educational Assistant	02/10/09-06/30/09	\$8.00/hour
Silva, Jorge	Educational Assistant	02/10/09-06/30/09	\$8.00/hour
Hall, DaLeatrice	Grant Facilitator	03/02/09-06/30/09	\$40.00/hour
Brown, Trevor	Grounds Assistant	03/09/09-06/30/09	\$13.00/hour
Elmatari, Daniel	Grant Project Educational Trainer I	02/20/09-06/30/09	\$25.00/hour
Dant, Nancy	Instructional Aide I	02/18/09-06/30/09	\$8.00/hour
Dolemieux, Hugo	Instructional Aide I	02/20/09-06/30/09	\$8.00/hour
Rodriguez, Erick	Instructional Aide I	02/19/09-06/30/09	\$8.00/hour
Shelton, Karen	Instructional Aide I	03/06/09-06/30/09	\$8.00/hour
Alexander, Tameka	Interpreter I	02/11/09-06/30/09	\$18.00/hour
Murray, Christy	Interpreter II	03/09/09-06/30/09	\$23.00/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES  
BOARD POLICY 4035 (Cont'd)

Moon, Jessica	Office Assistant I	03/04/09-06/30/09	\$9.00/hour
Peralta, Israel	Office Assistant I	03/02/09-06/30/09	\$9.00/hour
Silva, Jorge	Office Assistant I	02/17/09-06/30/09	\$9.00/hour
Hart, Yakyshia	Office Assistant II	02/19/09-06/30/09	\$10.50/hour
Perez, Candida	Office Assistant II	03/02/09-06/30/09	\$10.50/hour
Miller, Gioconda	Office Assistant III	02/17/09-06/30/09	\$12.50/hour
Xayaphanthong, Soutsakhone	Office Assistant IV	02/16/09-06/30/09	\$14.00/hour
Haguewood, David	Office Clerk	03/06/09-06/30/09	\$8.00/hour
Romero, Madison	Matriculation Assistant II	03/06/09-06/30/09	\$9.50/hour
Dennis, Sarah	Research Intern	02/17/09-06/30/09	\$14.22/hour
Abercromby, Tara	Role Player	02/19/09-06/30/09	\$8.00/hour
Yarbrough, Michael	Role Player	03/05/09-06/30/09	\$8.00/hour
Bedolla, Alfonso	Supplemental Instructional Leader	03/02/09-06/10/09	\$12.00/hour
Bryant, Terrance	Supplemental Instructional Leader	02/24/09-06/30/09	\$12.00/hour
Culp, Stephanie	Supplemental Instructional Leader	03/02/09-06/10/09	\$12.00/hour
Fernandez, Danny	Supplemental Instructional Leader	03/09/09-06/10/09	\$12.00/hour
Fletcher, Rob Roy	Supplemental Instructional Leader	03/09/09-06/10/09	\$12.00/hour
Foster, Jamie	Supplemental Instructional Leader	03/06/09-06/10/09	\$12.00/hour
Gardner, Raelynn	Supplemental Instructional Leader	03/05/09-06/10/09	\$12.00/hour
Li, Jinpeng	Supplemental Instructional Leader	03/02/09-06/10/09	\$12.00/hour
Liu, Qi	Supplemental Instructional Leader	03/03/09-06/10/09	\$12.00/hour
Lucchesi, Brianne	Supplemental Instructional Leader	03/02/09-06/10/09	\$12.00/hour
Lucio, Daisy	Supplemental Instructional Leader	03/03/09-06/10/09	\$12.00/hour
Okpo, Onyekachim	Supplemental Instructional Leader	03/09/09-06/10/09	\$12.00/hour
Palacios, Erica	Supplemental Instructional Leader	02/17/09-06/30/09	\$12.00/hour
Rath, Chanmakara	Supplemental Instructional Leader	03/06/09-06/10/09	\$12.00/hour
Salas, Michael	Supplemental Instructional Leader	03/09/09-06/10/09	\$12.00/hour
Sheikh, Abdul	Supplemental Instructional Leader	03/06/09-06/10/09	\$12.00/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES  
BOARD POLICY 4035 (Cont'd)

Smith, Kevin	Supplemental Instructional Leader	03/02/09-06/10/09	\$12.00/hour
Watson, Rachel	Supplemental Instructional Leader	03/05/09-06/10/09	\$12.00/hour
Acosta, Alex	Theatre Carpenter	03/06/09-06/30/09	\$10.65/hour
Bennett, William	Theatre Carpenter	03/09/09-06/30/09	\$10.65/hour
Gay, Andrew	Theatre Carpenter	03/05/09-06/30/09	\$10.65/hour
Schlenker, Mark	Theatre Carpenter	02/16/09-06/30/09	\$10.65/hour
Sheppard, Vanessa	Theatre Carpenter	02/19/09-06/30/09	\$10.65/hour
Clark, Desmond	Theatre Production Tech	03/02/09-06/30/09	\$9.25/hour
Hendrickson, Sue	Tutor II	02/19/09-06/30/09	\$8.50/hour
Rollins, Michael	Tutor II	02/19/09-06/30/09	\$8.50/hour
Seals, Heather	Tutor II	03/06/09-06/30/09	\$8.50/hour
Siana, Megan	Tutor II	03/06/09-06/30/09	\$8.50/hour
Whelan, Stephanie	Tutor II	03/06/09-06/30/09	\$8.50/hour
Porras, Vivian	Tutor III	03/02/09-06/30/09	\$9.25/hour

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY CAMPUS				
(None)				
NORCO CAMPUS				
Ansariannejed, Abolreza	Tutor	Tutorial Services	02/20/09	\$ 8.00
Carrillo, Kristin	Instructional Aide	Early Childhood Studies	03/02/09	\$ 8.00
Pasion, Ganymede	Tutor	Tutorial Services	02/20/09	\$ 8.00
RIVERSIDE CITY COLLEGE				
Bvumbwe, Josephine	Student Worker	Intrn'l Students Center	02/11/09	\$ 8.00
Capistrano, Christian	Student Worker	Intrn'l Students Center	03/06/09	\$ 8.00
Hernandez, Mercielynd	Tutor	Tutorial Services	03/06/09	\$ 8.00
Holland, Stephanie	Journalism Assistant	Journalism	02/04/09	\$ 8.00
James, Christopher	Midi Lab Monitor	Fine & Performing Arts	03/04/09	\$ 8.00
Kennedy, Kyle	Percussion Ensemble Librarian	Fine & Performing Arts	03/02/09	\$ 8.00
Kyker, Kristin	Student Ambassador	Outreach	03/02/09	\$ 8.00
Lane, Thomas	Lab Aide	English Writing Center	03/04/09	\$ 8.00
Lopez, Norma	Office Assistant	Mathematics	01/29/09	\$ 10.00
Meshkin, Mahsa	Instructional Aide	Early Childhood Studies	03/04/09	\$ 8.25
Monterroso Alvarado, Felix	Tutor	Tutorial Services	03/06/09	\$ 8.00
Munoz, Ana Marie	Accommodation Aide	Disabled Student Srvs	02/11/09	\$ 8.00
Nasim, Nancy	Lab Aide	Info. Srvs. & Tech.	02/11/09	\$ 8.00
Peterson, Carrera	Tutor	Tutorial Services	03/06/09	\$ 8.00
Price, Shiloh	Lab Aide	English Writing Center	02/20/09	\$ 8.00
Rosas Lopez, Sandra	Office Assistant	Mathematics	01/29/09	\$ 12.50
Vieyra, Margarita	Instructional Aide	Early Childhood Studies	03/06/09	\$ 8.00
Walker, Adam	Tutor	Tutorial Services	03/06/09	\$ 8.25
Wickliff, Charnelle	Instructional Aide	Early Childhood Studies	02/11/09	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
AMERICA READS PROGRAM (None)				
AMERICA COUNTS PROGRAM (None)				
COMMUNITY SERVICE PROGRAM (None)				
LITERACY PROGRAM (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: March 17, 2009

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$9,345,414 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 132190-133412) totaling \$4,800,228 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 their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$9,345,414 and District Warrant Claims totaling \$4,800,228.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Report of Purchases-All District Funds  
 \$76,700 and over  
 2/1/09 thru 2/28/09

PO Number	Department	Vendor	Description	Amount
C0001872	Facilities - Norco	Premier Commercial Bank	Norco Phase III	\$258,693
C0002428	Facilities	GKK Works	Preliminary Plans Wheelock Gym	204,033
C0002432	Community & Economic Development	Cal Poly Pomona	Technical Consultation	287,861
C0002436	Facilities - Norco	CSI Construction	Norco Soccer Field Phase II	1,292,691
C0002438	Facilities	Barnhart, Inc	Riv Nursing/Sciences Building Project	5,785,165
C0002448	Facilities	JM Builders, Inc	Music/Cosmo/Ceramic Project	187,000
			Total	<u>\$8,015,443</u>
			All Purchase Orders, Contracts, and Additions Under \$76,700 for the Period of 2/01/09 - 2/28/09	
			Contracts- C2428 - C2448	335,114
			Contract Additions- C1872 - C2399	
			Purchase Orders- P17760 - P18147	885,846
			Purchase Order Additions- P16368 - P17756	
			Blanket Purchase Orders- B4952 - B5008	109,011
			Blanket Purchase Order Additions- None	
			Total	<u>\$1,329,971</u>
			Grand Total	<u><u>\$9,345,414</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments

Background: The 2008-09 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for conferences.		
From: Student Services - District	Equipment	\$ 1,777
To: Student Services - District	Conferences	\$ 1,777
2. Transfer to provide for salaries and equipment.		
From: Finance - Salary Savings	Classified FT	\$ 44,432
To: Teaching-Learning Center	Academic FT Non-Instr.	\$ 19,134
Public Svc & Criminal Justice	Academic Special Project	8,985
	Employee Benefits	1,313
Printing and Graphics Center	Equipment	15,000
3. Transfer to purchase equipment.		
From: Chancellor's Office	Supplies	\$ 435
To: Chancellor's Office	Equipment	\$ 435

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to provide for part-time hourly help.		
From: Open Campus	Software	\$ 2,782
To: Open Campus	Classified Hourly Employee Benefits	\$ 2,700 82
5. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Tri-Tech	Classified FT	\$ 4,500
To: Tri-Tech	Equipment	\$ 4,500
6. Transfer to provide for part-time hourly help. (Fund 12, Resource 1190)		
From: IDRC / Logistics/Mt. Sac	Advertising	\$ 1,401
To: IDRC / Logistics/Mt. Sac	Classified Hourly Employee Benefits	\$ 1,358 43
7. Transfer to provide for benefits and supplies. (Fund 12, Resource 1190)		
From: CITD - Grant	Student Help – Non-Instr. Equipment	\$ 320 500
To: CITD - Grant	Employee Benefits Supplies	\$ 320 500
8. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: CITD - Statewide Leadership	Other Services	\$ 1,500
To: CITD - Statewide Leadership	Equipment	\$ 1,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to provide for an academic special project. (Fund 12, Resource 1190)		
From: NSF Logistics Technicians	Employee Benefits	\$ 6,000
To: NSF Logistics Technicians	Academic Special Project	\$ 6,000
10. Transfer to purchase defibrillators. (Fund 12, Resource 1070)		
From: Health Services - District	Health Supplies	\$ 12,000
To: Health Services - District	Equipment	\$ 12,000
11. Transfer to provide for copying. (Fund 12, Resource 1050)		
From: Parking Fund - Norco	Other Services	\$ 1,000
Parking Fund - District	Repairs	400
	Postage	600
To: Parking Fund - District	Copying and Printing	\$ 2,000
12. Transfer to provide for installation of equipment. (Fund 12, Resource 1190)		
From: Matriculation - District	Supplies	\$ 176
To: Matriculation - District	Equipment	\$ 176
13. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Matriculation - Riverside	Classified Hourly	\$ 500
To: Matriculation - Riverside	Supplies	\$ 500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
14. Transfer to provide for part-time hourly help and supplies. (Fund 12, Resource 1190)		
From: Matriculation - Norco	Academic FT Non-Instr.	\$ 1,334
	Employee Benefits	121
	Other Services	1,838
To: Matriculation - Norco	Classified Hourly	\$ 940
	Supplies	2,353
15. Transfer to reallocate the Moreno Valley Matriculation budget. (Fund 12, Resource 1190)		
From: Matriculation - Moreno Valley	Supplies	\$ 29,677
	Conferences	155
To: Matriculation - Moreno Valley	Classified Hourly	\$ 151
	Employee Benefits	4
	Equipment	16,510
	Equipment Replacement	13,167
16. Transfer to provide for a guest lecturer. (Fund 12, Resource 1190)		
From: Foster & Kinship Care Education	Classified FT Administrator	\$ 4,095
	Employee Benefits	793
To: Foster & Kinship Care Education	Lecturer	\$ 4,888
17. Transfer to reallocate the Emancipation Services grant budgets. (Fund 12, Resource 1190)		
From: Post-Emancipation Services	Transportation/Bus Passes	\$ 9,374
To: Post-Emancipation Services	Instructional Supplies	\$ 4,093
Riv. County Emancipation Services	Professional Services	5,281

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
18. Transfer to provide for computer equipment. (Fund 12, Resource 1190)		
From: CAHSEE Preparation	Other Services	\$ 125
To: CAHSEE Preparation	Equipment	\$ 125
19. Transfer to purchase equipment.		
From: Academic Affairs - Riverside	Other Services	\$ 2,500
To: Campus Administrative Svc - Riv	Equipment	\$ 2,500
20. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Basic Skills - Riverside	Classified Hourly	\$ 500
To: Basic Skills - Riverside	Supplies	\$ 500
21. Transfer to provide for salaries and benefits. (Fund 12, Resource 1190)		
From: Fund for Improv. Post-Second. Educ.	Academic FT Administrator	\$ 9,859
	Other Services	8,146
To: Fund for Improv. Post-Second. Educ.	Classified FT	\$ 5,317
	Classified Hourly	12,600
	Employee Benefits	88
22. Transfer to purchase printers and furniture.		
From: President - Riverside	Budget Augmentation Acct.	\$ 10,343
To: President - Riverside	Equipment	\$ 10,343

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
23. Transfer to purchase furniture.		
From: Staff Development-Academic - Riv	Supplies	\$ 124
To: Staff Development-Academic - Riv	Equipment	\$ 124
24. Transfer to purchase equipment.		
From: AV Labs and Services - Riverside	Other Services	\$ 534
To: Campus Admin. Services - Riverside	Equipment	\$ 534
25. Transfer to provide for copying.		
From: Model United Nations - Riverside	Conferences	\$ 55
To: Model United Nations - Riverside	Copying and Printing	\$ 55
26. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Nursing Educ. Practice & Retention	Academic Teaching PT (Fall)	\$ 13,150
To: Nursing Educ. Practice & Retention	Equipment	\$ 13,150
27. Transfer to provide for part-time hourly help, equipment and remodeling.		
From: Student Services - Riverside	Other Services	\$ 10,127
To: Transfer Center- Riverside	Classified Hourly	\$ 1,381
	Employee Benefits	42
Student Services - Riverside	Equipment	1,161
Building Maintenance - Riverside	Remodel Project	7,543



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
28. Transfer to purchase supplies.		
From: Transfer Center - Riverside	Transportation	\$ 1,000
To: Transfer Center - Riverside	Supplies	\$ 1,000
29. Transfer to purchase instructional supplies.		
From: Intramural Sports - Riverside	Equipment	\$ 5,595
To: Intercollegiate Athletics - Riverside	Instructional Supplies	\$ 5,595
30. Transfer to provide for student travel.		
From: Journalism - Norco	Instructional Supplies	\$ 534
To: Journalism - Norco	Travel Expenses	\$ 339
	Conferences	195
31. Transfer to provide for overtime expenses.		
From: OR/AD/AS Placement Prg. - Norco	Supplies	\$ 275
	Conferences	32
To: OR/AD/AS Placement Prg. - Norco	Classified Overtime	\$ 280
	Employee Benefits	27
32. Transfer to provide for printing and to purchase supplies.		
From: Student Co-Curricular Act. - Norco	Conferences	\$ 550
To: Student Co-Curricular Act. - Norco	Copying and Printing	\$ 250
	Supplies	300

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
33. Transfer to purchase commencement supplies.		
From: Dental Hygiene	Conferences	\$ 200
To: Dental Hygiene	Commencement	\$ 200
34. Transfer to reallocate the Title V - Moreno Valley grant budget. (Fund 12, Resource 1190)		
From: Title V - Moreno Valley	Academic FT Administrator	\$ 160
	Academic PT Non-Instr.	16,747
	Academic Special Project	3,000
	Classified FT Administrator	90
	Classified Hourly	815
	Classified Special Project	3,059
	Student Help – Non-Instr.	1,815
	Reference Books	2,575
To: Title V - Moreno Valley	Employee Benefits	\$ 6,809
	Mileage	277
	Cellular Telephone	395
	Equipment	20,780
35. Transfer to purchase instructional supplies and equipment.		
From: Physical Education - Moreno Valley	Rents and Leases	\$ 3,396
To: Physical Education - Moreno Valley	Instructional Supplies	\$ 2,000
	Equipment	1,396
36. Transfer to purchase library books.		
From: Library - Moreno Valley	Reference Books	\$ 10,300
To: Library - Moreno Valley	Books/New & Exp. Library	\$ 10,300

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 17, 2009

Subject: Budget Adjustments (continued)

Recommended Action: It is recommended that the Board of Trustees approve the budget transfers as presented.

Irving G. Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-1

Date: March 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 34-08/09  
2008-2009 CTE Community Collaborative Project

Background: The Riverside Community College District has received additional funding for the 2008-2009 CTE Community Collaborative Project in the amount of \$100,000 from the California Community College Chancellor's Office. The funds will be used for salaries, benefits and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$100,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Julie Pehkonen  
Director, Career and Technical Education Projects

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 34-08/09

2008-2009 CTE Community Collaborative Project

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$100,000 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 17, 2009.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 34-08/09  
 2008-2009 CTE Community Collaborative Project

Year	County	District	Date	Fund
09	33	07	3/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0275	8659	100,000 00	REVENUE
								EXPENDITURES
12	AJV	1190	0	6010	4275	1490	8,000 00	Acad Special Project
12	AJV	1190	0	6010	4275	2331	10,200 00	Student Help Non-Instruct
12	AJV	1190	0	6010	4275	3130	660 00	Employee Benefits
12	AJV	1190	0	6010	4275	3335	125 00	
12	AJV	1190	0	6010	4275	3530	10 00	
12	AJV	1190	0	6010	4275	3620	140 00	
12	AJV	1190	0	6010	4275	3630	115 00	↓
12	AJV	1190	0	6010	4275	4555	10,000 00	Copying/Printing
12	AJV	1190	0	6010	4275	4590	12,189 00	Office and Other Supplies
12	AJV	1190	0	6010	4275	5198	54,715 00	Professional Services
12	AJV	1190	0	6010	4275	5910	3,846 00	Indirect Admin Costs
							100,000 00	TOTAL INCOME
							100,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-2

Date: March 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 35-08/09  
2008-2009 CTE Community Collaborative Project – UNITE

Background: The Riverside Community College District has received additional funding for the 2008-2009 CTE Community Collaborative Project – UNITE in the amount of \$10,500 from four regional community college SB70 CTE Community Collaborative grant funded projects. The funds will be used to host a regional counselor conference.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$10,500 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Julie Pehkonen  
Director, Career and Technical Education Projects

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 35-08/09

2008-2009 CTE Community Collaborative Project - UNITE

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$10,500 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 17, 2009.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: March 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 37-08/09  
2008-2009 EWD Regional Consortia Demonstration Project

Background: The Riverside Community College District has received funding for the 2008-2009 EWD Regional Consortia Demonstration Project in the amount of \$90,000 from the California Community College Chancellor's Office. The funds will be used for salaries and benefits, program operational expenses, and equipment to conduct a regional entrepreneurial project.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$90,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Julie Pehkonen  
Director, Career and Technical Education Projects

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 37-08/09

2008-2009 EWD Regional Consortia Demonstration Project

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$90,000 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 17, 2009.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 37-08/09  
 2008-2009 EWD Regional Consortia Demonstration Project

Year	County	District	Date	Fund
09	33	07	3/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0279	8659	90,000 00	REVENUE
								EXPENDITURES
12	AJV	1190	0	6010	4279	1490	5,800 00	Acad Special Project
12	AJV	1190	0	6010	4279	2139	12,000 00	Classified Hourly as Needed
12	AJV	1190	0	6010	4279	3130	490 00	Employee Benefits
12	AJV	1190	0	6010	4279	3325	105 00	
12	AJV	1190	0	6010	4279	3335	90 00	
12	AJV	1190	0	6010	4279	3520	10 00	
12	AJV	1190	0	6010	4279	3530	10 00	
12	AJV	1190	0	6010	4279	3620	100 00	
12	AJV	1190	0	6010	4279	3630	80 00	↓
12	AJV	1190	0	6010	4279	4320	6,250 00	Instructional Supplies
12	AJV	1190	0	6010	4279	4330	750 00	Periodicals/Magazines
12	AJV	1190	0	6010	4279	4555	1,815 00	Copying/Printing
12	AJV	1190	0	6010	4279	4590	2,500 00	Office and Other Supplies
12	AJV	1190	0	6010	4279	5045	513 00	Postage
12	AJV	1190	0	6010	4279	5110	9,025 00	Consultants
12	AJV	1190	0	6010	4279	5210	275 00	Mileage
12	AJV	1190	0	6010	4279	5211	2,200 00	Meeting Expenses
12	AJV	1190	0	6010	4279	5220	16,225 00	Conferences
12	AJV	1190	0	6010	4279	5310	1,500 00	Memberships & Dues
12	AJV	1190	0	6010	4279	5740	10,000 00	Advertising
12	AJV	1190	0	6010	4279	5890	7,800 00	Other Services
12	AJV	1190	0	6010	4279	5910	3,462 00	Indirect Admin Costs
12	AJV	1190	0	6010	4279	6482	9,000 00	Equip-Additional >\$5,000
							90,000 00	TOTAL INCOME
							90,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: March 17, 2009

Subject: Contingency Budget Adjustments

Background: The 2008-09 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide additional funds for the Center for Health, Wellness, and Kinesiology Project – Norco Campus; approved by the Board of Trustees on February 24, 2009, Board Report No. VI-C-1. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 83,000
To: Facilities	Norco Campus	\$ 83,000
2. Transfer to provide additional funds for the Health Science Center – Moreno Valley Campus; approved by the Board of Trustees on February 24, 2009, Board Report No. VI-C-2. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 94,271
To: Facilities	Moreno Valley Campus	\$ 94,271
3. Transfer to provide additional funds for the Life Science / Physical Science Reconstruction Project – Riverside Campus; approved by the Board of Trustees on February 24, 2009, Board Report No. VI-C-3. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 108,000
To: Facilities	Riverside Campus	\$ 108,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: March 17, 2009

Subject: Contingency Budget Adjustments (continued)

4. Transfer to provide additional funds for the ADA Transition Plan – District Wide; approved by the Board of Trustees on February 24, 2009, Board Report No. VI-B-1. (Fund 41, Resource 4160)

From:	GO Bond Capital Project	Contingency	\$	481,780
To:	Facilities	District	\$	20,030
	Facilities	Riverside Campus	\$	309,988
	Facilities	Norco Campus	\$	72,152
	Facilities	Moreno Valley Campus	\$	79,610

Recommended Action: It is recommended that the Board of Trustees, by a two-thirds vote of the members, approve the contingency budget transfers as presented.

Irving G. Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 17, 2009

Subject: Bid Awards – Student Success Center – Norco

Background: On August 19, 2008, the Board of Trustees approved entering into an agreement with ProWest Constructors to provide construction management services for the Student Success Center - Norco project. These services include assisting the District with the bid process and with recommending construction trade contracts under the multi-prime delivery method.

On February 26, 2009, the District received 238 bid packages from contractors in thirty-five (35) separate construction trades in response to an Invitation for Bid solicitation. Attached for your information are the complete bid results for each construction trade. The low bid results were as follows:

Construction Trades	Contractor	Business Location	Low Bid Amount
Earthwork & Demolition	Doja, Inc.	Ontario	\$ 373,073
Site Utilities	McCullough Plumbing, Inc.	Escondido	\$ 194,900
Concrete & Asphalt	Brian Devries Construction, Inc.	Laguna Niguel	\$ 312,430
Landscape & Irrigation	Teserra	Coachella	\$ 94,798
Cast in Place Concrete & Reinforcing	K.A.R. Construction, Inc.	New Berry Park	\$ 663,000
Masonry – CMU	Kretschmar & Smith, Inc.	Riverside	\$ 38,720
Structural Steel & Metal Deck	Scrape Certified Welding, Inc.	Fallbrook	\$ 803,000
Misc. Steel & Railings	KCB Towers, Inc.	Highland	\$ 545,000
Rough Carpentry	Roberts Construction, Inc	Temecula	\$ 19,781
Cabinets	K & Z Cabinet Co., Inc.	Ontario	\$ 79,400
Waterproofing	Mark Beamish Waterproofing, Inc.	Anaheim	\$ 59,490

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 17, 2009

Subject: Bid Awards – Student Success Center – Norco (continued)

Construction Trades	Contractor	Business Location	Low Bid Amount
Membrane Roofing & Insulation	Chapman Coast Roof Company, Inc.	Fullerton	\$ 147,369
Flashing, Sheet Metal & Wall Panels	Peterson-Dean Roofing & Solar Systems	Newark	\$ 154,600
Doors, Frames, Hardware & Installation	McKernan Construction & Development	Redlands	\$ 116,625
Overhead Coiling Grilles	Casco Equipment Group	Riverside	\$ 26,400
Glass & Aluminum	Perfection Glass, Inc.	Lake Elsinore	\$ 203,009
Lath & Plaster	Coate & Sons, Inc.	Riverside	\$ 84,668
Drywall, Metal Studs & Insulation	Church & Larsen, Inc.	Irwindale	\$ 467,800
Ceramic Tile	Inland Pacific Tile, Inc.	San Bernardino	\$ 95,700
Acoustical Ceilings	K.D. Acoustics	Riverside	\$ 147,582
Floor Covering	New Image Commercial Flooring	San Bernardino	\$ 58,518
Painting	C.T. Georgiou Painting Company	Wilmington	\$ 65,090
Specialties	Inland Empire Architectural Specialties, Inc.	Riverside	\$ 81,063
Food Service Equipment	RW Smith & Co, Inc	Costa Mesa	\$ 567,611



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 17, 2009

Subject: Bid Awards – Student Success Center – Norco (continued)

Construction Trades	Contractor	Business Location	Low Bid Amount
Blinds	A-1 Quality Blinds	Hemet	\$ 23,850
Fixed Seating	Inland Empire Architectural Specialties, Inc.	Riverside	\$ 38,360
Fire Protection	Dependable Fire Systems, Inc.	Fontana	\$ 90,000
Elevator	Inland Empire Arch'l. Specialties, Inc.	Riverside	\$ 124,530
Plumbing	JPI Development Group	Murrieta	\$ 246,000
HVAC & Controls	Refrigerated Air Mechanical Systems, Inc.	Anaheim	\$ 1,602,667
Electrical & Fire Alarm	T. Lindsay, Inc. dba Performance Electric	Apple Valley	\$ 851,020
Security	Siemens Building Technologies, Inc.	Cypress	\$ 162,595

Following review, District staff recommends awarding the thirty-two (32) construction trade bids listed above for the total amount of \$8,538,649.

Construction Trade Bid Rejection	Contractor	Business Location	Low Bid Amount
Final Clean	Plyco Corp.	Mira Loma	\$ 57,000
Terrazzo Flooring	Magnesite Specialties, Inc.	San Diego	\$ 93,066

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 17, 2009

Subject: Bid Awards – Student Success Center – Norco (continued)

Construction Trade Bid Rejection	Contractor	Business Location	Low Bid Amount
Information Tech & Audio Visual	A&H Communications, Inc.	Irvine	\$ 378,448

Following review, District staff recommends rejecting the Final Clean, Terrazzo Flooring & the Information Technology & Audio Visual construction trade bids, revising the specifications and re-bidding.

This project will be funded from the approved Measure C budget.

Recommended Action: It is recommended that the Board of Trustees: (1) award thirty-two (32) construction trade bids listed for the total amount of \$8,538,649 and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements, and (2) reject the Final Clean, Terrazzo Flooring and Information Technology & Audio Visual construction trade bids, and authorize re-bidding those trades after revising the specifications.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: March 17, 2009

Subject: Out-of-State Travel

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

Current:

*Moreno Valley Campus:*

- 1) Ms. Natalie Hannum, director, fire technology, to travel to Emmitsburg, Maryland, May 29-June 1, 2009, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$1,199.50. Funding sources: Vocational Technical Education Act grant funds.
- 2) Mr. Daniel Heiser, fire academy coordinator, fire technology, to travel to Emmitsburg, Maryland, May 29-June 1, 2009, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$950.00. Funding source: Vocational Technical Education Act and Perkins grant funds.
- 3) Ms. Frankie Moore, coordinator, student activities, to travel to Washington, DC, April 15-17, 2009, to attend the National Multi Cultural Institute Conference. Estimated cost: \$1,730.00. Funding source: Diversity funds.
- 4) Dr. Monte E. Perez, president, Moreno Valley Campus, to travel to Phoenix, Arizona, April 6-7, 2009, to attend the 89th Annual American Association of Community Colleges Convention. Estimated cost: \$1,382.90. Funding source: the general funds.
- 5) Mr. Carlos Tovares, geography instructor, to travel to Washington, DC, April 15-17, 2009, to attend the National Multi Cultural Institute Conference. Estimated cost: \$2,230.00. Funding source: Diversity funds.

*Norco Campus:*

- 1) Mr. Mark J. DeAsis, student services supervisor, admissions and records, to travel to National Harbor, Maryland, April 4-9, 2009, to attend the Datatel Users Group Conference and Exposition. Estimated cost: \$3,208.28. Funding source: Basic Skills Initiative grant fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: March 17, 2009

Subject: Out-of-State Travel (continued)

*Riverside City College:*

- 1) Ms. Lorraine Anderson, dean, admissions and records, to travel to National Harbor, Maryland, to attend the 2009 Datatel Users Group Conference and Exposition. Estimated cost: \$1,616.00. Funding source: the general fund.
- 2) Ms. Patricia Avila, associate professor, counseling, to travel to Washington, DC, April 15-17, 2009, to attend National Multi Cultural Institute Conference. Estimated cost: \$2,230.00. Funding source: Diversity funds.
- 3) Ms. Sofia Carreras, assistant professor, dance, performing arts, to travel to Orem, Utah, March 18-22, 2009, to accompany nine students attending the American College Dance Festival Association Conference. Estimated cost: \$11,185.60. Funding sources: \$500.00 from faculty development funds, and \$10,658.60 from ASRCC funds.
- 4) Ms. Denise Donovan, instructor, dance, performing arts. to travel to Orem, Utah, March 18-22, 2009, to attend the American College Dance Festival Association Conference. Estimated cost: \$1,285.00. Funding sources: \$200.00 from faculty development funds, and \$1,065.00 from ASRCC funds.
- 5) Mr. Mark Durrough, instructor, speech communication, to travel to Portland, Oregon, April 6-10, 2009, to accompany two students attending the Phi Rio National Tournament. Estimated cost: \$2,745.20. Funding source: ASRCC funds.
- 6) Ms. Sydne Kastle, instructor, speech communication, to travel to Portland, Oregon, April 6-10, 2009, to accompany two students participating in a Phi Rio National Tournament. Estimated cost: \$3,405.20. Funding source: ASRCC funds.
- 7) Ms. Terry Keiser, professor, applied digital media, to travel to Tampa, Florida, April 6-9, 2009, to attend the Sterling Ledet Photoshop Bootcamp Training for Adobe Authorization. Estimated cost: \$3,975.00. Funding source: the Perkins grant funds.
- 8) Ms. Wilma LaCava, associate professor, school of nursing, to travel to Nashville, Tennessee, April 14-19, 2009, to accompany 20 students attending the National Student Nurses' Association. Estimated cost: \$1,781.86. Funding source: the Vocational Technical Education Act grant funds. (Students will pay for their airfare and meals, and the Student Nurses Organization will pay the remaining expenses.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: March 17, 2009

Subject: Out-of-State Travel (continued)

- 9) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 2-5, 2009, to accompany 40 students participating in the Winter Guard International Championships (Flags). There is no cost to the District.
- 10) Mr. Gary Locke, associate professor, music, and Ms. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 15-19, 2009, to accompany 40 students participating in the Winter Guard International Championships (Drumline). There is no cost to the District.
- 11) Mr. Mohammad Moghaddam, director, hospitality management and culinary arts, to travel to Seattle, Washington, April 4-7, 2009, to attend the American Culinary Regional Convention. Estimated cost: \$881.30. Funding source: the general fund.
- 12) Dr. Jan Muto, president, Riverside City College, to travel to Phoenix, Arizona, April 4-6, 2009, to attend the 89th Annual American Association of Community Colleges Convention. Estimated cost: \$1,440.83. Funding source: the general fund.
- 13) Dr. Kristi Woods, associate professor, history, to travel to Washington, DC, April 15-17, 2009, to attend the National Multi Cultural Institute Conference. Estimated cost: \$1,730.00. Funding source: Diversity funds.

*Riverside Community College District:*

- 1) Mr. David Bobbitt, director, internal audits, to travel to New Orleans, Louisiana, June 21-24, 2009, to attend the Association of Government Accountants Professional Development Conference. Estimated cost: \$1,463.50. Funding source: the general fund.
- 2) Dr. Irving G. Hendrick, Interim Chancellor, to travel to Washington, D.C., to participate in the Monday Mornings Group's annual trip, April 26-28, 2009. Estimated cost: \$1,000 (Monday Morning Group picks up hotel). Funding source: the general fund.
- 3) Ms. Hetal Patel, human resources specialist II, to travel to Washington, DC, April 15-17, 2009, to attend the National Multi Cultural Institute Conference. Estimated cost: \$1,730.00. Funding source: Diversity funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: March 17, 2009

Subject: Out-of-State Travel (continued)

- 4) Ms. Dawn Rechenberg, human resources specialist I, to travel to Washington, DC, April 15-17, 2009, to attend the National Multi Cultural Institute Conference. Estimated cost: \$1,730.00. Funding source: Diversity funds.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Michelle Haeckel  
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: March 17, 2009

Subject: Contracts and Agreements Report Less than \$76,700 – All District Funds

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$76,700. The attached listing of contracts and agreements under \$76,700 requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2008-2009. The contracts and agreements have been executed pursuant to the Boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$335,114.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Contracts and Agreements Report-All District Funds  
 \$76,700 and under  
 2/1/09 thru 2/28/09

PO Number	Department	Vendor	Business Location	Description	Amount
C0002005	Performance Riverside	O D Music, Inc.	Woodland Hills, CA	Actors Equity Fees	\$45,000
C0002012	Institutional Effectiveness	Ivascu Consulting, LLC	Corona, CA	Maintenance Services	196
C0002399	Community & Economic Developme	Umanageit & Associates	Riverside, CA	Training	1,100
C0002429	Workforce Preparation	Ransford, Jamey Sue	Sebastopol, CA	Facilitator	12,000
C0002430	Library	Higginson+Cartozian Architects, Inc	Redlands, CA	Design Services	26,000
C0002431	Performance Riverside	City of Riverside	Riverside, CA	City Banner Permit	75
C0002433	Information Services	Syncsort, Inc.	Woodcliff Lake, NJ	Backup Software	37,335
C0002434	Performance Riverside	BRB Hayden Loop LLC	Irvine, CA	Storage Facility Lease	7,138
C0002435	Board of Trustees	Jones & Mayer	Fullerton, CA	Legal Services	2,500
C0002437	Grants & Contract Services	Allen, Rickey G.	Smithfield, UT	Cost Allocation Study	9,000
C0002439	Facilities - Norco	River City Testing	Riverside, CA	Norco Soccer Field Project-Testing	62,207
C0002440	Facilities	Higginson+Cartozian Architects, Inc	Redlands, CA	Design Services-Quad Basement	34,300
C0002441	Facilities	HMC Architects	Ontario, CA	Design Services-Black Box Theatre	42,600
C0002442	Facilities	HMC Architects	Ontario, CA	Design Services-Tech Building	45,000
C0002443	Customized Solutions	Gereau, Servando	Redlands, CA	Training	4,800
C0002444	Community & Economic Developme	Umanageit & Associates	Riverside, CA	Logistics Training	800
C0002445	Academic Affairs	CAPA	Boston, MA	Study Abroad	2,562
C0002446	Community Ed & Senior Citizen Ed	Trust Auto Sales	Lake Elsinore, CA	Community Ed Presenter	2,000
C0002447	Community Ed & Senior Citizen Ed	Eydie's Office	Corona, CA	Community Ed Presenter	500
N/A	Nursing	Valley Health Systems	Hemet, CA	Clinical Education	No Cost
N/A	Culinary Academy	Scantron	Irvine, CA	Scoring Machine	No Cost
N/A	Economic Development	County of Riverside Economic Develop	Riverside, CA	Economic Development Services	No Cost
N/A	Library	Better World Books	Alpharetta, GA	Surplus, Discarded & Donated Book	No Cost
N/A	Performance Riverside	City of Riverside	Riverside, CA	City Sponsorship	No Cost
N/A	Nursing	Loma Linda University Medical Center	Loma Linda, CA	Clinical Placement	No Cost
N/A	Health Sciences	Redlands Community Hospital	Redlands, CA	Clinical Training	No Cost
N/A	Health Sciences	Universal Healthcare Services	Rancho Springs, CA	College/Pre-Hospital Provider	No Cost
N/A	Customized Solutions	APICS	Claremont, CA	Training	No Cost
N/A	Institutional Effectiveness	Community College Consortium	Los Altos Hills, CA	Free Access to Educational Resource	No Cost
Additons to Approved/Ratify Contracts of \$76,700 and Under					
N/A	Customized Solutions	Mt. San Antonio College	Walnut, CA	Extension of Date to 2/28/09	No Cost
N/A	Workforce Preparation	Riverside County Depart of Public SS	Riverside, CA	Extension of Date to 6/30/11	No Cost
C0001907	Facilities and Planning	Higginson + Cartozian Architects, Inc	Redlands, CA	Extension of Date to 6/30/09	No Cost
Total					<u>\$335,114</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: March 17, 2009

Subject: Surplus Property

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

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

**Surplus Property**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	EPSON	PROJECTOR LCD	PL5000	GB07X0954C	020347
1	EPSON	PROJECTOR LCD	ELP7100	PMO880038C	012668
1	SONY	PROJECTOR	APV-PX15	51076	019849
1	GATEWAY	LAPTOP	M460XB	0035692192	032033
1	PANASONIC	PROJECTOR	PT-L711U	SLO450056	015784
1	SONY	PROJECTOR	VPL-PX15	11523	018448

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: March 17, 2009

Subject: Notice of Completion - Utility Retrofit Improvement Project

Background: On August 29, 2006, the Board of Trustees awarded a contract to Noresco Holding, Inc. for the Utility Retrofit Improvement Project in the amount of \$6,124,804.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Utility Retrofit Improvement Project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Beck Elam  
Vice President, Business Services  
Riverside

Doretta Sowell  
Purchasing Manager

RECORDING REQUESTED BY  
 Riverside Community College District  
 AND WHEN RECORDED MAIL TO:

Backup V-A-7-b  
 March 17, 2009  
 Page 1 of 1

Name James L Buisse, Vice  
 Chancellor, Admin. & Finance  
 Street Address 4800 Magnolia Ave.  
 City & State Riverside  
 CA 92506

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- 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
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 03/17/2009. The work done was:  
Utility Retrofit Improvement Project
- The name of the contractor, if any, for such work of improvement was Noresco Holding, Inc.  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Riverside, Moreno Valley & Norco, County of Riverside, State of California, and is described as follows: College Campus
- The street address of said property is 4800 Magnolia Ave., Riverside Ca, 92506  
(If no street address has been officially assigned, insert "none")

Dated: \_\_\_\_\_

**Riverside Community College District**  
 President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buisse the declarant of the foregoing 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 Riverside, 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)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-c

Date: March 17, 2009

Subject: Notice of Completion - Soccer Field Phase I Project, Norco Campus

Background: On August 19, 2008, the Board of Trustees awarded a contract to Byrom-Davey, Inc. for the Soccer Field, Phase I project in the amount of \$887,000.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Soccer Field, Phase I project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Norm Godin  
Vice President-Business Services  
Norco

Doretta Sowell  
Purchasing Manager

RECORDING REQUESTED BY  
 Riverside Community College District  
 AND WHEN RECORDED MAIL TO:

Backup V-A-7-c  
 March 17, 2009  
 Page 1 of 1

Name James L Buysse, Vice  
 Chancellor, Admin. & Finance  
 Street Address 4800 Magnolia Ave.  
 City & State Riverside  
 CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- 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
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 03/17/2009. The work done was:  
Norco Soccer Field, Phase I Project
- The name of the contractor, if any, for such work of improvement was Byrom-Davey, Inc.  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Norco, County of Riverside, State of California, and is described as follows: College Campus
- The street address of said property is 2001 Third Street, Norco, Ca 92860  
(If no street address has been officially assigned, insert "none")

Dated: \_\_\_\_\_

**Riverside Community College District**  
 President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing 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 Riverside, 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)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: March 17, 2009

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2008 through February 28, 2009. 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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ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: March 17, 2009

Subject: Monthly Financial Report (continued)

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 137,152,481	\$ 144,293,942	\$ 144,293,942	\$ 86,403,377
Intrafund Transfer from District Bookstore (Resource 1110)	150,000	390,000	390,000	195,000
Total Revenues	\$ 137,302,481	\$ 144,683,942	\$ 144,683,942	\$ 86,598,377
Expenditures				
Academic Salaries	\$ 65,579,742	\$ 70,425,340	\$ 70,438,310	\$ 43,509,186
Classified Salaries	28,512,064	31,340,441	31,463,841	19,340,161
Employee Benefits	23,698,004	26,774,404	27,019,199	15,417,214
Materials & Supplies	2,220,327	2,524,420	2,648,731	1,578,796
Services	12,654,082	15,891,033	15,733,397	7,788,907
Capital Outlay	2,332,638	2,488,216	2,659,104	729,676
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	332,579
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	187,408	189,249	189,249	157,880
Instr. Equipment Match (Resource 1190)	87,243	96,230	96,230	48,115
Performance Riverside (Resource 1090)	193,257	193,257	193,257	96,629
Interfund Transfer to:				
Resource 3300	240,000	365,000	365,000	182,500
Resource 6100	250,000	250,000	250,000	125,000
Total Expenditures	\$ 136,619,922	\$ 151,376,217	\$ 151,894,945	\$ 89,306,643
Revenues Over (Under) Expenditures	\$ 682,559	\$ (6,692,275)	\$ (7,211,003)	\$ (2,708,266)
Beginning Fund Balance	18,576,517	19,259,076	19,259,076	19,259,076
Ending Fund Balance	\$ 19,259,076	\$ 12,566,801	\$ 12,048,073	\$ 16,550,810
Ending Cash Balance				\$ 21,882,758

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,868,932	\$ 2,020,500	\$ 2,020,500	\$ 1,151,020
Expenditures				
Classified Salaries	\$ 1,097,149	\$ 1,212,387	\$ 1,212,387	\$ 720,853
Employee Benefits	296,687	362,894	362,894	197,655
Materials & Supplies	72,824	91,185	88,517	56,150
Services	283,455	298,579	298,197	159,663
Capital Outlay	61,085	92,592	95,642	51,550
Total Expenditures	\$ 1,811,200	\$ 2,057,637	\$ 2,057,637	\$ 1,185,871
Revenues Over (Under) Expenditures	\$ 57,732	\$ (37,137)	\$ (37,137)	\$ (34,851)
Beginning Fund Balance	163,428	221,160	221,160	221,160
Ending Fund Balance	\$ 221,160	\$ 184,023	\$ 184,023	\$ 186,309
Ending Cash Balance				\$ 198,081

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,292,500	\$ 1,402,993	\$ 1,402,993	\$ 1,069,027
Expenditures				
Academic Salaries	\$ 142,530	\$ 158,733	\$ 158,733	\$ 87,396
Classified Salaries	453,950	635,138	635,138	310,719
Employee Benefits	142,457	182,369	182,369	92,999
Materials & Supplies	107,878	135,886	123,886	28,761
Services	199,639	255,785	255,785	107,891
Capital Outlay	57,108	77,978	89,978	20,295
Total Expenditures	<u>\$ 1,103,562</u>	<u>\$ 1,445,889</u>	<u>\$ 1,445,889</u>	<u>\$ 648,061</u>
Revenues Over (Under) Expenditures	\$ 188,938	\$ (42,896)	\$ (42,896)	\$ 420,966
Beginning Fund Balance	<u>926,366</u>	<u>1,115,304</u>	<u>1,115,304</u>	<u>1,115,304</u>
Ending Fund Balance	<u>\$ 1,115,304</u>	<u>\$ 1,072,408</u>	<u>\$ 1,072,408</u>	<u>\$ 1,536,270</u>
Ending Cash Balance				<u>\$ 1,539,905</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 821,146	\$ 900,000	\$ 900,000	\$ 557,637
Expenditures				
Academic Salaries	\$ 4,086	\$ 4,258	\$ 4,258	\$ 2,839
Classified Salaries	322,220	297,952	297,952	199,023
Employee Benefits	73,832	69,216	69,216	40,770
Materials & Supplies	12,302	9,750	9,750	3,341
Services	484,048	419,963	419,963	247,202
Capital Outlay	727	0	0	0
Total Expenditures	\$ 897,215	\$ 801,139	\$ 801,139	\$ 493,175
Revenues Over (Under) Expenditures	\$ (76,069)	\$ 98,861	\$ 98,861	\$ 64,462
Beginning Fund Balance	19,478	(56,591)	(56,591)	(56,591)
Ending Fund Balance	\$ (56,591)	\$ 42,270	\$ 42,270	\$ 7,871
Ending Cash Balance				\$ 9,855

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 793,508	\$ 838,300	\$ 838,300	\$ 584,335
Intrafund Transfer from				
General Operating (Resource 1000)	<u>193,257</u>	<u>193,257</u>	<u>193,257</u>	<u>96,629</u>
Total Revenues	<u>\$ 986,765</u>	<u>\$ 1,031,557</u>	<u>\$ 1,031,557</u>	<u>\$ 680,964</u>
Expenditures				
Classified Salaries	\$ 327,010	\$ 346,281	\$ 346,281	\$ 221,313
Employee Benefits	103,234	107,572	107,572	62,596
Materials & Supplies	37,378	39,257	39,257	20,010
Services	516,526	528,788	528,788	347,475
Capital Outlay	<u>2,990</u>	<u>3,000</u>	<u>3,000</u>	<u>0</u>
Total Expenditures	<u>\$ 987,138</u>	<u>\$ 1,024,898</u>	<u>\$ 1,024,898</u>	<u>\$ 651,394</u>
Revenues Over (Under) Expenditures	\$ (373)	\$ 6,659	\$ 6,659	\$ 29,570
Beginning Fund Balance	<u>(736,784)</u>	<u>(737,157)</u>	<u>(737,157)</u>	<u>(737,157)</u>
Ending Fund Balance	<u>\$ (737,157)</u>	<u>\$ (730,498)</u>	<u>\$ (730,498)</u>	<u>\$ (707,587)</u>
Ending Cash Balance				<u>\$ (703,127)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,027,152	\$ 1,053,008	\$ 1,053,008	\$ 522,579
Expenditures				
Services	\$ 42,408	\$ 43,750	\$ 43,750	\$ 21,936
Interfund Transfer to				
Food Services (Resource 3200)	676,930	676,930	676,930	338,465
Intrafund Transfer to				
General Operating (Resource 1000)	150,000	390,000	390,000	195,000
Total Expenditures	\$ 869,338	\$ 1,110,680	\$ 1,110,680	\$ 555,401
Revenues Over (Under) Expenditures	\$ 157,814	\$ (57,672)	\$ (57,672)	\$ (32,822)
Beginning Fund Balance	36,727	194,541	194,541	194,541
Ending Fund Balance	\$ 194,541	\$ 136,869	\$ 136,869	\$ 161,719
Ending Cash Balance				\$ 161,719

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,013	\$ 285,947	\$ 355,947	\$ 65,781
Intrafund Transfer from General Operating (Resource 1000)	<u>0</u>	<u>173,470</u>	<u>173,470</u>	<u>0</u>
Total Revenue	<u>\$ 272,013</u>	<u>\$ 459,417</u>	<u>\$ 529,417</u>	<u>\$ 65,781</u>
Expenditures				
Academic Salaries	\$ 400	\$ 4,247	\$ 2,500	\$ 0
Classified Salaries	92,349	101,131	120,201	52,597
Employee Benefits	29,260	34,000	35,914	15,994
Materials & Supplies	4,919	17,179	18,429	1,956
Services	<u>157,418</u>	<u>181,416</u>	<u>230,929</u>	<u>39,008</u>
Total Expenditures	<u>\$ 284,346</u>	<u>\$ 337,973</u>	<u>\$ 407,973</u>	<u>\$ 109,555</u>
Revenues Over (Under) Expenditures	\$ (12,333)	\$ 121,444	\$ 121,444	\$ (43,774)
Beginning Fund Balance	<u>153,482</u>	<u>141,149</u>	<u>141,149</u>	<u>141,149</u>
Ending Fund Balance	<u>\$ 141,149</u>	<u>\$ 262,593</u>	<u>\$ 262,593</u>	<u>\$ 97,375</u>
Ending Cash Balance				<u>\$ 98,601</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,691,537	\$ 1,701,005	\$ 1,701,005	\$ 421,386
Expenditures				
Services	\$ 145,269	\$ 157,450	\$ 157,450	\$ 80,362
Total Expenditures	\$ 145,269	\$ 157,450	\$ 157,450	\$ 80,362
Revenues Over (Under) Expenditures	\$ 1,546,268	\$ 1,543,555	\$ 1,543,555	\$ 341,024
Beginning Fund Balance	4,113,148	5,659,416	5,659,416	5,659,416
Ending Fund Balance	\$ 5,659,416	\$ 7,202,971	\$ 7,202,971	\$ 6,000,440
Ending Cash Balance				\$ 5,210,474



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 32,207,206	\$ 36,287,084	\$ 15,211,750
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	332,578
For Federal Work Study	187,408	189,249	189,249	157,880
For Instructional Equipment	87,243	96,230	96,230	48,115
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 37,237,720</u>	<u>\$ 15,750,323</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 4,419,937	\$ 5,238,241	\$ 2,284,546
Classified Salaries	6,775,599	7,803,840	8,910,901	4,839,155
Employee Benefits	2,888,546	4,059,406	4,283,117	1,787,317
Materials & Supplies	1,521,925	2,150,384	2,371,742	465,522
Services	3,059,959	12,413,311	13,313,803	4,891,863
Capital Outlay	1,781,586	1,858,948	2,682,502	644,493
Scholarships	25,500	29,612	29,612	6,000
Student Grants (Financial, Book, Meal, Transportation)	325,290	422,404	407,802	173,168
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 37,237,720</u>	<u>\$ 15,092,064</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 658,259
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>\$ 658,259</u>
Ending Cash Balance				<u>\$ 470,902</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,228,622	\$ 1,250,621	\$ 1,250,621	\$ 726,659
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	676,930	676,930	676,930	338,465
Total Revenues	<u>\$ 1,905,552</u>	<u>\$ 1,927,551</u>	<u>\$ 1,927,551</u>	<u>\$ 1,065,124</u>
Expenditures				
Classified Salaries	\$ 633,539	\$ 708,826	\$ 708,826	\$ 408,816
Employee Benefits	249,399	308,436	308,436	159,376
Materials & Supplies	690,252	631,832	631,332	374,612
Services	267,476	262,536	262,836	191,011
Capital Outlay	7,333	59,719	59,919	54,631
Total Expenditures	<u>\$ 1,847,999</u>	<u>\$ 1,971,349</u>	<u>\$ 1,971,349</u>	<u>\$ 1,188,446</u>
Revenues Over (Under) Expenditures	\$ 57,553	\$ (43,798)	\$ (43,798)	\$ (123,322)
Beginning Fund Balance	101,741	159,294	159,294	159,294
Ending Fund Balance	<u>\$ 159,294</u>	<u>\$ 115,496</u>	<u>\$ 115,496</u>	<u>\$ 35,972</u>
Ending Cash Balance				<u>\$ 25,606</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

Child Care was established to manage the finances of the District's Child Care Centers at all three campuses.

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,370,429	\$ 1,406,754	\$ 1,406,754	\$ 828,449
Interfund Transfer from General Operating (Resource 1000)	240,000	365,000	365,000	182,500
Total Revenues	<u>\$ 1,610,429</u>	<u>\$ 1,771,754</u>	<u>\$ 1,771,754</u>	<u>\$ 1,010,949</u>
Expenditures				
Academic Salaries	\$ 1,059,756	\$ 973,619	\$ 953,619	\$ 529,467
Classified Salaries	272,326	329,737	349,237	181,828
Employee Benefits	210,918	260,380	260,364	116,520
Materials & Supplies	64,224	77,094	81,610	40,560
Services	66,001	78,959	78,609	43,614
Capital Outlay	0	19,758	16,108	10,338
Total Expenditures	<u>\$ 1,673,225</u>	<u>\$ 1,739,547</u>	<u>\$ 1,739,547</u>	<u>\$ 922,327</u>
Revenues Over (Under) Expenditures	\$ (62,796)	\$ 32,207	\$ 32,207	\$ 88,622
Beginning Fund Balance	125,141	62,345	62,345	62,345
Ending Fund Balance	<u>\$ 62,345</u>	<u>\$ 94,552</u>	<u>\$ 94,552</u>	<u>\$ 150,967</u>
Ending Cash Balance				<u>\$ 165,948</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7,333,545	\$ 12,151,766	\$ 12,548,766	\$ 2,715,929
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	252,824	485,338	485,338	242,669
Total Revenues	\$ 7,586,369	\$ 12,637,104	\$ 13,034,104	\$ 2,958,598
Expenditures				
Materials & Supplies	\$ 9,569	\$ 0	\$ 0	\$ 0
Services	17,808	45,256	56,756	33,784
Capital Outlay	8,730,194	13,144,566	13,530,066	6,518,799
Total Expenditures	\$ 8,757,571	\$ 13,189,822	\$ 13,586,822	\$ 6,552,583
Revenues Over (Under) Expenditures	\$ (1,171,202)	\$ (552,718)	\$ (552,718)	\$ (3,593,985)
Beginning Fund Balance	1,723,920	552,718	552,718	552,718
Ending Fund Balance	\$ 552,718	\$ 0	\$ 0	\$ (3,041,267)
Ending Cash Balance				\$ (3,220,057)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

Child Development Center Capital was established to account for the construction and expansion of the District's childcare facilities.

**Fund 41, Resource 4110 - Child Development Center Capital**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,396	\$ 1,000	\$ 1,000	\$ 432
Expenditures				
Capital Outlay	\$ 0	\$ 54,140	\$ 54,140	\$ 54,140
Total Expenditures	\$ 0	\$ 54,140	\$ 54,140	\$ 54,140
Revenues Over (Under) Expenditures	\$ 2,396	\$ (53,140)	\$ (53,140)	\$ (53,708)
Beginning Fund Balance	50,744	53,140	53,140	53,140
Ending Fund Balance	\$ 53,140	\$ 0	\$ 0	\$ (568)
Ending Cash Balance				\$ (568)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5	\$ 1,115,681	\$ 1,115,681	\$ 4
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 5	\$ 5	\$ 5	\$ 4
Beginning Fund Balance	528	533	533	533
Ending Fund Balance	<u>\$ 533</u>	<u>\$ 538</u>	<u>\$ 538</u>	<u>\$ 537</u>
Ending Cash Balance				<u>\$ 537</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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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 <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 539,197	\$ 539,000	\$ 539,000	\$ 97,998
Expenditures				
Services	\$ 270	\$ 10,000	\$ 10,000	\$ 4,940
Capital Outlay	35,628	1,652,402	1,652,402	18,666
Total Expenditures	\$ 35,898	\$ 1,662,402	\$ 1,662,402	\$ 23,606
Revenues Over (Under) Expenditures	\$ 503,299	\$ (1,123,402)	\$ (1,123,402)	\$ 74,392
Beginning Fund Balance	11,540,445	12,043,744	12,043,744	12,043,744
Ending Fund Balance	<u>\$ 12,043,744</u>	<u>\$ 10,920,342</u>	<u>\$ 10,920,342</u>	<u>\$ 12,118,136</u>
Ending Cash Balance				<u>\$ 11,328,170</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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,632,967	\$ 2,072,500	\$ 2,072,500	\$ 747,938
Expenditures				
Classified Salaries	\$ 49,634	\$ 146,939	\$ 146,939	\$ 34,752
Employee Benefits	23,116	58,664	58,664	13,765
Materials & Supplies	19,793	6,841	6,841	2,619
Services	1,054,926	204,473	207,227	116,479
Capital Outlay	17,317,073	71,242,082	77,891,045	9,898,330
Intrafund Transfers to:				
State Construction (Resource 4100)	252,824	485,338	485,338	242,669
Total Expenditures	\$ 18,717,366	\$ 72,144,337	\$ 78,796,054	\$ 10,308,614
Revenues Over (Under) Expenditures	\$ (14,084,399)	\$ (70,071,837)	\$ (76,723,554)	\$ (9,560,676)
Beginning Fund Balance	100,571,640	86,487,241	86,487,241	86,487,241
Ending Fund Balance	\$ 86,487,241	\$ 16,415,404	\$ 9,763,687	\$ 76,926,565
Ending Cash Balance				\$ 77,174,639



**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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,839,245	\$ 4,676,689	\$ 4,676,689	\$ 3,532,466
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	125,000
Total Revenue	<u>\$ 5,089,245</u>	<u>\$ 4,926,689</u>	<u>\$ 4,926,689</u>	<u>\$ 3,657,466</u>
Expenditures				
Classified Salaries	\$ 163,830	\$ 164,156	\$ 164,156	\$ 110,023
Employee Benefits	56,401	59,635	59,635	32,528
Materials & Supplies	4,618	7,400	7,400	1,321
Services	4,880,701	4,728,603	4,728,603	3,579,103
Capital Outlay	33,139	40,000	40,000	(38)
Total Expenditures	<u>\$ 5,138,689</u>	<u>\$ 4,999,794</u>	<u>\$ 4,999,794</u>	<u>\$ 3,722,937</u>
Revenues Over (Under) Expenditures	\$ (49,444)	\$ (73,105)	\$ (73,105)	\$ (65,471)
Beginning Fund Balance	<u>3,039,829</u>	<u>2,990,385</u>	<u>2,990,385</u>	<u>2,990,385</u>
Ending Fund Balance	<u>\$ 2,990,385</u>	<u>\$ 2,917,280</u>	<u>\$ 2,917,280</u>	<u>\$ 2,924,914</u>
Ending Cash Balance				<u>\$ 4,612,278</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,533,388	\$ 1,576,000	\$ 1,576,000	\$ 995,103
Expenditures				
Classified Salaries	\$ 71,732	\$ 75,732	\$ 75,732	\$ 52,830
Employee Benefits	27,364	28,017	28,017	16,327
Materials & Supplies	0	620	620	0
Services	1,092,735	1,444,980	1,444,980	763,209
Total Expenditures	\$ 1,191,831	\$ 1,549,349	\$ 1,549,349	\$ 832,366
Revenues Over (Under) Expenditures	\$ 341,557	\$ 26,651	\$ 26,651	\$ 162,737
Beginning Fund Balance	679,442	1,020,999	1,020,999	1,020,999
Ending Fund Balance	\$ 1,020,999	\$ 1,047,650	\$ 1,047,650	\$ 1,183,736
Ending Cash Balance				\$ 2,802,042

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

**Associated Students of RCC**

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 664,684	\$ 619,935	\$ 619,935	\$ 509,723
Expenditures				
Materials & Supplies	\$ 552,708	\$ 619,935	\$ 619,935	\$ 724,002
Total Expenditures	\$ 552,708	\$ 619,935	\$ 619,935	\$ 724,002
Revenues Over (Under) Expenditures	\$ 111,976	\$ 0	\$ 0	\$ (214,279)
Beginning Fund Balance	<u>1,090,183</u>	<u>1,202,159</u>	<u>1,202,159</u>	<u>1,202,159</u>
Ending Fund Balance	<u>\$ 1,202,159</u>	<u>\$ 1,202,159</u>	<u>\$ 1,202,159</u>	<u>\$ 987,880</u>
Ending Cash Balance				<u>\$ 2,004,923</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 15,595,018</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 10,731,496</u>
Total Expenditures	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 10,731,496</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 4,863,522
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>\$ 4,863,522</u>
Ending Cash Balance				<u>\$ 4,811,306</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2009**

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>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 8	\$ 0	\$ 0	\$ 5
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 8	\$ 0	\$ 0	\$ (15)
Beginning Fund Balance	<u>16,244</u>	<u>16,252</u>	<u>16,252</u>	<u>16,252</u>
Ending Fund Balance	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,237</u>
Ending Cash Balance				<u>\$ 16,237</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: March 17, 2009

Subject: Measure C Project Commitments Summary Report

Background: Attached for the Board's review and information is a report on Measure C general obligation bond financial activity through the period ended February 28, 2009. The report presents financial information relative to each series issuance, as well as completed, in-progress, and proposed Measure C projects.

Information Only.

Irving G. Hendrick  
Interim Chancellor

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

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C**  
**as of February 28, 2009**

**Measure C Authorization**

Voter Approved Measure C Authorization - March 2004		\$ 350,000,000
Issuances Series A through C		<u>(155,000,000)</u>
Remaining Measure C Authorization		<u>\$ 195,000,000</u>

**Measure C - Cash on Hand**

\$ 77,174,639

**Proceeds/Income**

Issuance Proceeds

Series A and B Proceeds	\$ 65,000,000	
Series 2007 C Proceeds	<u>90,000,000</u>	
Total Issuance Proceeds		\$ 155,000,000

Issuance Premiums

Series A and B Premium	3,024,641	
Series A Refunding Premium	8,388,956	
Series 2007 C Premium	<u>2,816,967</u>	
Total Issuance Premiums		14,230,564

Interest Income

FY 2004-2005 Interest Income	1,030,586	
FY 2005-2006 Interest Income	1,726,681	
FY 2006-2007 Interest Income	1,449,144	
FY 2007-2008 Interest Income	4,410,239	
FY 2008-2009 Projected Interest Income	<u>2,062,500</u>	
Total Interest Income		10,679,150

Other Income

FY 2006-2007 Energy Rebates - Utility Retrofit Project	159,498	
FY 2007-2008 Energy Rebates - Utility Retrofit Project	222,728	
FY 2008-2009 Energy Rebates - Utility Retrofit Project	<u>10,000</u>	
Total Other Income		<u>392,226</u>

Total Proceeds/Income		\$ 180,301,940
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**Project Commitments / Proposed Projects**

Completed Projects	\$ 55,474,118	
In-Progress Projects	<u>115,831,190</u>	
Total Project Commitments		<u>171,305,308</u>
Uncommitted Balance - Measure C funds		<u>\$ 8,996,632</u>

**Riverside Community College District  
Measure C - Project Commitments Summary  
Through February 28, 2009**

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Project	Project Funding Source					Actual Measure C Expenditures thru 02/28/09
	Board Approved Measure C Project Funding		Actual and Projected State Funding		Total Estimated Project Funding	
	Funding	Estimated Additional Funding Requirements	Funding	Funding		
<b>Completed</b>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ -	\$ 12,492,085	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	-	4,860,905	4,860,905
Bridge Space	1,175,132	-	-	-	1,175,132	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000	349,000
MLK Renovation	1,010,614	-	5,133,999	<sup>a</sup>	6,144,613	1,010,614
Room Renovations - Norco	100,020	-	-	-	100,020	100,019
Swing Space	4,273,734	-	-	-	4,273,734	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	-	4,516,435	4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	-	20,949,896	20,940,662
ECS Secondary Effects - Moreno Valley	288,919	-	-	-	288,919	286,227
RCCD System Office Purchase	2,629,981	-	-	-	2,629,981	2,629,981
Emergency Phone Project	379,717	-	-	-	379,717	379,717
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	-	1,460,384	1,439,077
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	-	891,296	869,848
Logic Domain - Capital Project Management System	96,000	-	-	-	96,000	83,500
<b>Total Completed Projects</b>	<b>\$ 55,474,118</b>	<b>\$ -</b>	<b>\$ 5,133,999</b>		<b>\$ 60,608,117</b>	<b>\$ 55,406,936</b>
<b>In-Progress or Initial Phase</b>						
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ 190,631	\$ 8,064,489	\$ 10,156,000	<sup>a</sup> <sub>p</sub>	\$ 18,411,120	\$ 190,631
Life Science / Physical Science Reconstruction (Riverside)	140,500	3,998,000	16,766,568	<sub>p</sub>	20,905,068	32,500
District Computer/Network/ System Upgrades	1,032,044	-	-	-	1,032,044	944,134
Quad Modernization	8,920,991	-	4,019,766	<sup>a</sup>	12,940,757	8,867,616
Norco Industrial Technology Facility Project	10,147,826	-	20,484,000	<sup>a</sup>	30,631,826	4,216,220
Moreno Valley/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724	<sub>p</sub>	19,610,282	645,284
Stokoe Innovative Learning Center	7,653,605	-	2,444,632	<sup>a</sup>	10,098,237	6,437,208
Nursing/Sciences Building - Riverside	25,850,533	-	59,308,000	<sup>a</sup> <sub>p</sub>	85,158,533	3,470,331
Future Projects - Feasibility/Planning/Management	811,108	723,602	-	-	1,534,710	606,326
Scheduled Maintenance Match	1,370,765	-	2,140,534	<sub>s</sub>	3,511,299	1,128,096
Food Services Remodel - Riverside/Moreno Valley	4,545,268	-	-	-	4,545,268	1,037,403
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	-	484,451	484,415
Utility Retrofit Project	6,185,920	600,000	-	-	6,785,920	6,161,124
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	-	625,327	218,548
Modular Redistribution Projects (All campuses and BCTC)	10,210,988	-	-	-	10,210,988	7,530,858
PBX/Network Operations Centers / M & O Facility	3,569,632	2,055,918	-	-	5,625,550	481,459
Student Support Center - Norco	19,994,500	-	-	-	19,994,500	1,179,528
Aquatics Center - Riverside	5,000,000	9,031,125	<sup>d</sup>	-	14,031,125	823,660
Soccer Field / Artificial Turf - Norco	4,616,480	-	-	-	4,616,480	1,855,165
Bradshaw Building Electrical Project - Riverside	500,000	-	-	-	500,000	342,203
Quad Basement Remodel Project	467,500	-	-	-	467,500	-
Black Box Theatre Remodel Project - Riverside	761,750	-	-	-	761,750	-
Technology Building - A Remodel Project - Riverside	935,000	-	-	-	935,000	-
Center for Health, Wellness, and Kinesiology - Norco	83,000	5,557,000	22,402,912	-	28,042,912	-
Health Science Center - Moreno Valley	94,271	2,775,729	21,773,273	-	24,643,273	-
ADA Transition Plan - District Wide	481,780	5,878,220	-	-	6,360,000	-
<b>Total In-Progress or Initial Phase Projects</b>	<b>\$ 115,831,190</b>	<b>\$ 42,739,321</b>	<b>\$ 173,893,409</b>		<b>\$ 332,463,920</b>	<b>\$ 46,652,710</b>
<b>Total Projects</b>	<b>\$ 171,305,308</b>	<b>\$ 42,739,321</b>	<b>\$ 179,027,408</b>		<b>\$ 393,072,037</b>	<b>\$ 102,059,646</b>

<sup>a</sup> Actual State Construction Act Funding

<sub>p</sub> Projected State Construction Act Funding

<sub>s</sub> Actual State Scheduled Maintenance Funding Requiring District Match

<sup>d</sup> \$1,750,000 Riverside County; \$3,000,000 Riverside City; \$4,281,125 private donations



**Riverside Community College District**  
**Measure C - Project Commitments Summary - By Location**  
**Through February 28, 2009**

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<u>Project</u>	<u>Location</u>				<b>Board Approved Measure C Project Funding</b>
	<u>District</u>	<u>Riverside</u>	<u>Norco</u>	<u>Moreno Valley</u>	
<b><u>Completed</u></b>					
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ -	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	-	4,860,905
Bridge Space	69,911	404,183	359,401	341,637	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000
MLK Renovation	-	1,010,614	-	-	1,010,614
Room Renovations - Norco	-	-	100,020	-	100,020
Swing Space	-	4,273,734	-	-	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	-	4,516,435	-	-	4,516,435
Phase I - Parking Structure - Riverside	-	20,949,896	-	-	20,949,896
ECS Secondary Effects - Moreno Valley	-	-	-	288,919	288,919
RCCD System Office Purchase	2,629,981	-	-	-	2,629,981
Emergency Phone Project	10,000	178,626	102,773	88,318	379,717
Long Range Master Plan - Riv/Norco/MoVal	-	807,532	362,867	289,985	1,460,384
Hot Water Loop System & Boiler Repl. - Moreno Valley	-	-	-	891,296	891,296
Logic Domain - Capital Project Management System	96,000	-	-	-	96,000
Total Completed Projects	<u>\$ 20,507,882</u>	<u>\$ 32,141,020</u>	<u>\$ 925,061</u>	<u>\$ 1,900,155</u>	<u>\$ 55,474,118</u>
<b><u>In-Progress or Initial Phase</u></b>					
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ -	\$ 190,631	\$ -	\$ -	\$ 190,631
Physical/Life Science Secondary Effects	-	140,500	-	-	140,500
District Computer/Network/ System Upgrades	1,032,044	-	-	-	1,032,044
Quad Modernization	-	8,920,991	-	-	8,920,991
Norco Industrial Technology Facility Project	-	-	10,147,826	-	10,147,826
Moreno Valley/Student/Academic Services Facility Project	-	-	-	1,157,320	1,157,320
Stokoe Innovative Learning Center	-	7,653,605	-	-	7,653,605
Nursing/Sciences Building - Riverside	-	25,850,533	-	-	25,850,533
Future Projects - Feasibility/Planning/Management	811,108	-	-	-	811,108
Scheduled Maintenance Match	-	838,593	180,850	351,322	1,370,765
Food Services Remodel - Riverside/Moreno Valley	-	1,045,268	-	3,500,000	4,545,268
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	-	484,451
Utility Retrofit Project	-	3,210,016	1,587,401	1,388,503	6,185,920
ECS Building Upgrade Project - Moreno Valley/Norco	-	-	373,031	252,296	625,327
Modular Redistribution Projects (All campuses and BCTC)	-	3,334,062	2,079,335	4,797,591	10,210,988
Riverside PBX/Network Operations Center	-	500,000	-	-	500,000
Norco Network Operations Center / M&O Facility	-	-	56,275	-	56,275
Moreno Valley Network Operations Center (NOC)	-	-	-	3,013,357	3,013,357
Student Support Center - Norco	-	-	19,994,500	-	19,994,500
Aquatics Center - Riverside	-	5,000,000	-	-	5,000,000
Soccer Field / Artificial Turf - Norco	-	-	4,616,480	-	4,616,480
Bradshaw Building Electrical Project	-	500,000	-	-	500,000
Quad Basement Remodel Project	-	467,500	-	-	467,500
Black Box Theatre Remodel Project	-	761,750	-	-	761,750
Technology Building - A Remodel Project	-	935,000	-	-	935,000
Center for Health, Wellness, and Kinesiology - Norco	-	-	83,000	-	83,000
Health Science Center - Moreno Valley	-	-	-	94,271	94,271
ADA Transition Plan - District Wide	20,030	309,988	72,152	79,610	481,780
Total In-Progress or Initial Phase Projects	<u>\$ 2,347,633</u>	<u>\$ 59,658,437</u>	<u>\$ 39,190,850</u>	<u>\$ 14,634,270</u>	<u>\$ 115,831,190</u>
Total Projects	<u>\$ 22,855,515</u>	<u>\$ 91,799,457</u>	<u>\$ 40,115,911</u>	<u>\$ 16,534,425</u>	<u>\$ 171,305,308</u>
Percent of Total	<u>13.34%</u>	<u>53.59%</u>	<u>23.42%</u>	<u>9.65%</u>	<u>100.00%</u>

**Riverside Community College District**  
**Measure C - Project Commitments Summary - Future Projects**  
**Through February 28, 2009**

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	<u>Projected State Funding</u>	<u>Estimated Measure C Funding Requirements</u>	<u>Total Estimated Project Funding</u>
<b><u>Proposed Future Projects</u></b>			
Parking Structure (Moreno Valley)	-	22,850,000	22,850,000
Phase III - Wheelock PE Complex Stadium - (Riverside)	-	5,300,000	5,300,000
Public Safety, Law Enforcement and Fire Training LRC Phase II / BCTC "Center Status" (Moreno Valley)	8,229,060	914,340	9,143,400
Riverside School for the Arts (Riverside)	46,336,600	16,390,000	62,726,600
<b><u>Additional Projects Under Consideration</u></b>			
Secondary Effects Projects (Student Support Center & Tech Bldg. release space) Norco	-	-	-
Monitoring Wells - Norco	-	-	-
South Corona Center - Norco	-	-	-
Maintenance and Operations Facility - Moreno Valley	-	-	-
March Dental Education Center - Moreno Valley	-	-	-
Consolidation Project - District Office	-	-	-
	<u>\$ 54,565,660</u>	<u>\$ 45,454,340</u>	<u>\$ 100,020,000</u>

**Riverside Community College District**  
**Measure C - Project Commitments Summary - Future Projects by Location**  
**Through February 28, 2009**

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<u>Project</u>	<u>Location</u>				<b>Total Estimated Measure C Funding Requirements</b>
	<u>District</u>	<u>Riverside</u>	<u>Norco</u>	<u>Moreno Valley</u>	
<b><u>Proposed Future Projects by Location</u></b>					
Parking Structure (Moreno Valley)	-	-	-	22,850,000	22,850,000
Phase III - Wheelock PE Complex Stadium - (Riverside)	-	5,300,000	-	-	5,300,000
Public Safety, Law Enforcement and Fire Training LRC Phase II / BCTC "Center Status" (Moreno Valley)	-	-	-	914,340	914,340
Riverside School for the Arts (Riverside)	-	<u>16,390,000</u>	-	-	<u>16,390,000</u>
Total Proposed Projects	<u>\$ -</u>	<u>\$ 21,690,000</u>	<u>\$ -</u>	<u>\$ 23,764,340</u>	<u>\$ 45,454,340</u>
Percent of Total	<u>0.00%</u>	<u>47.72%</u>	<u>0.00%</u>	<u>52.28%</u>	<u>100.00%</u>

**Riverside Community College District**  
**Measure C - Project Commitments - Detail**  
**Through February 28, 2009**

Backup V-B-2  
 March 17, 2009  
 Page 6 of 7

**Board Approved Measure C Project Funding**  
**8/3/2004 Through 02/28/09**

**Series A, Series B, Series A Refunding, Series 2007 C Projects**

**Completed**

Certificates of Participation (1993 & 2001) - Refunding		\$ 12,492,085
Cost of Issuance - all series	2,836,265	
Debt Service - all series	1,926,402	
Measure C Election Costs	98,238	
Total Issuance Related Expenditures		4,860,905
Bridge Space - Moreno Valley Campus	341,637	
Bridge Space - Norco Campus	359,401	
Bridge Space - RCCD System Office	69,911	
Bridge Space - Riverside Campus	404,183	
Total Bridge Space		1,175,132
District Phone and Voicemail Upgrades		349,000
MLK Renovation - Equipment	646,479	
MLK Renovation- Planning and Working Drawings	101,883	
MLK Renovation - Roof Repair	262,252	
Total MLK Renovation		1,010,614
Norco - Science & Technology Building Rooms 204-206 Remodel Project	27,088	
Norco - Library Building Room 123 Remodel Project	10,121	
Norco - Student Services Building, Room 107 Remodel Project	41,480	
Norco - Theater Room 203 Remodel Project	13,107	
Norco - Center for Applied Competitive Technology Remodel Project	8,224	
Total Norco Campus Room Renovations		100,020
Swing Space - Administration Building Remodel	186,100	
Swing Space - Lovekin Complex	3,958,309	
Swing Space - Business Education Building Remodel	129,325	
Total Swing Space		4,273,734
Phase I - Wheelock PE Complex/Athletic Field		4,516,435
Phase I - Parking Structure (Riverside)		20,949,896
ECS Secondary Effects - Moreno Valley		288,919
RCCD System Office Purchase (Heiting Building)		2,629,981
Emergency Phone Installation		
District	10,000	
Riverside Campus	178,626	
Norco Campus	102,773	
Moreno Valley Campus	88,318	
Total Emergency Phone Installation Project		379,717
Long Range Master Plan		1,460,384
Hot Water Loop System - Moreno Valley		891,296
Logic Domain - Capital Project		96,000
Total Completed Projects		\$ 55,474,118

**In-Progress or Initial Phase**

Phase II - Wheelock PE Complex Gymnasium Seismic Retrofit		190,631
Physical / Life Science Secondary Effects		140,500
District Computer Systems Upgrades	126,990	
Computer System Hardware	755,054	
District Network Upgrades	150,000	
Total District Computer/Network Ugrades		1,032,044
Quad Modernization - Building Project	5,867,744	
Quad Modernization - Equipment Project	2,563,000	
Quad Modernization - Planning and Working Drawings	490,247	
Total Quad Modernization		8,920,991
Phase III - Norco (Planning and Working Drawings)		10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)		1,157,320
Innovative Learning Center		7,653,605

**Riverside Community College District**  
**Measure C - Project Commitments - Detail**  
**Through February 28, 2009**

<b>Series A, Series B, Series A Refunding, Series 2007 C Projects</b>	<b>Board Approved Measure C Project Funding</b>	
	<b>8/3/2004 Through 02/28/09</b>	
Nursing/Sciences Building (Planning and Working Drawings)		25,850,533
Future Projects - Feasibility/Planning/Management		811,108
Scheduled Maintenance		1,370,765
Food Services Remodel		
Riverside Campus	1,045,268	
Moreno Valley Campus	3,500,000	
Total Food Services Remodel		4,545,268
Infrastructure Projects		
Utilities	153,700	
IS	85,000	
Security	69,720	
Facilities Assessment	11,131	
Coordination	53,200	
Electrical / Fire Alarm	111,700	
Total Infrastructure Projects		484,451
Utility Retrofit Project		
Riverside Campus	3,210,016	
Norco Campus	1,587,401	
Moreno Valley Campus	1,388,503	
Total Utility Retrofit Project		6,185,920
ECS Building Upgrade Project - Norco	373,031	
ECS Building Upgrade Project - Moreno Valley	252,296	
Total ECS Building Upgrade		625,327
Modular Redistribution Project		
Norco Campus (project completed)	2,079,335	
Moreno Valley Campus	4,613,928	
Ben Clark (project completed)	183,663	
Riverside Campus	3,334,062	
Total Modular Redistribution Project		10,210,988
Riverside - PBX Network Operations Center		500,000
Norco - PBX Network Operations Center		56,275
Moreno Valley - PBX Network Operations Center		3,013,357
Norco Campus Student Support Center		19,994,500
Riverside Aquatics Project		5,000,000
Norco Soccer Field		4,616,480
Bradshaw Building - Electrical Project		500,000
Quad Basement Remodel Project		467,500
Black Box Theatre Remodel Project		761,750
Technology Building - A Remodel Project		935,000
Center for Health, Wellness and Kinesiology		83,000
Health Science Center		94,271
ADA Transition Plan		481,780
Total In-Progress or Initial Phase Projects		115,831,190
Total Series A, Series B, Series A Refunding and Series 2007 C Projects		\$ 171,305,308

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: March 17, 2009

Subject: Norco Student Support Center Project – DSA Inspection, Special Inspection, and Materials Testing Services Agreement – River City Testing

Background: On August 19, 2008, the Board of Trustees approved the final design and project budget for the Norco Student Support Center Project. In order to begin construction the District needs to have an agreement in place for a certified DSA inspector of record, special inspection and materials testing services.

On January 22, 2009 the District issued a Request for Qualifications (RFQ) for Civil Engineering, Geotechnical, Survey, Staking, Inspection, Material Testing, and Specialty Services. Staff reviewed the Inspection, Material Testing and Specialty Services submittals and five firms were invited for interviews. On February 25, 2009 interviews were conducted. The interviews were administered by the Facilities Planning, Design and Construction staff committee. Based on the RFQ submittals and the interview process, staff is now requesting the Board of Trustee's approval of the attached agreement with River City Testing in the amount of \$425,722.50 to provide DSA inspector of record, special inspection and materials testing services. Agreement Attached.

To be funded from the Board approved project budget, (District Measure "C" funds - Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with River City Testing, to provide DSA inspector of record, special inspection and materials testing services for the Norco Student Support Center Project in the amount of \$425,722.50, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

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

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**RIVER CITY TESTING**

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2009, 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 Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 18, 2009, to the estimated completion date of December 31, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$425,722.50 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, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

such use. In the event 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, Design and Construction, 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 or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury,



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

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

### SCHEDULE OF ESTIMATED FEES NORCO STUDENT SUPPORT CENTER

#### Inspection

DSA Class 1 Inspector:	3120 hours @ \$82.25 per hour	\$256,620.00
Assistant Inspector (roofing):	320 hours @ \$76.00	\$ 24,320.00
Special Inspector Batch Plant:	112 hours @ \$72.50 per hour	\$ 8,120.00
Special Inspector Concrete (2 <sup>nd</sup> floor and roof):	16 hours @ \$72.50 per hour	\$ 1,160.00
Special Inspector Masonry:	96 hours @ \$72.50 per hour	\$ 6,212.00
Special Inspector Rebar Sample:	80 hours @ \$72.50 per hour	\$ 5,800.00
Special Inspector Visual Welding Field:	480 hours @ \$72.50 per hour	\$ 34,800.00
Special Inspector Visual Welding Shop:	480 hours @ \$72.50 per hour	\$ 34,800.00
Ultrasonic Testing:	60 hours @ \$86.50 per hour	\$ 5,190.00
Soils Technician:	120 hour @ \$71.50 per hour	\$ 8,580.00
Geotechnical inspection for the construction of building pad (to be subcontracted to Inland Foundation Engineering, fee plus 2.5% handling)		\$ 23,720.00

#### Testing

Soils:		
Moisture Density Test:	2 tests @ \$110.00 per test	\$ 220.00
Sieve Analysis:	2 tests @ \$70.00 per test	\$ 140.00
Concrete:		
Concrete Compression Test (35 sets of 4 samples):	140 tests @ \$17.50 per test*	\$ 2,450.00
Mix Design Review (including asphalt):	5 mixes @ \$110.00 per mix	\$ 550.00
Masonry:		
Grout Compression Test (3 sets of 5 samples):	15 tests @ \$17.50 per test *	\$ 262.50
Mortar Compression Test (5 sets of 4 samples):	20 tests @ \$17.50 per test*	\$ 350.00
Extract Masonry Cores:	6 hours @ 115.00 per hour	\$ 690.00
Masonry Core Compression Test:	1 test @ \$25.00 per test	\$ 25.00
Masonry Core Shear Test:	1 test @ \$45.00 per test	\$ 45.00
Block Conformance Test:	1 set @ \$300.00 per set	\$ 300.00
Mix Design Review:	1 mix @ \$110.00 per mix	\$ 100.00
Reinforcing Steel:		
Bend Test:	12 tests @ \$25.00 per test	\$ 300.00
Tensile Test:	12 tests @ \$30.00 per test	\$ 360.00
High Strength Bolt Conformance Test	4 sets @ \$100 per set	\$ 400.00
Load Testing:		
Ground Rod Test:	100 hours @ \$76.00 per hour	\$ 7,600.00
Ground Rod Test:	2 tests @ \$100.00 per test	\$ 200.00
Deliver Samples to Testing Lab	30 trips @ \$35.00 per trip	\$ 1,050.00
One DSA Final Laboratory Affidavit		\$ 600.00

**TOTAL ESTIMATED FEES** **\$425,722.50**

\*These rates are in effect through June 30, 2011, and take into consideration the mandatory prevailing wage increases on July 1, 2009, and July 1, 2010.

\*\*If the hold sample does not require testing, we will bill only \$5.00 for disposal of hold sample.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: March 17, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Order

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Center. On December 11, 2007 the Board of Trustees approved thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors will complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of a Change Order for modifications to the Phase III-Norco/Industrial Technology Project for the following contractor:

- Western Rim Constructors, Inc. \$3,385.53

A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget change order contingency, (State Construction Act Funds – Resource 4100 and District Measure “C” funds - Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Change Order for the Phase III-Norco/Industrial Technology Project for Western Rim Constructors, Inc. - \$3,385.53 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Rick Hernandez  
Director, Capital Planning  
Facilities Planning, Design and Construction

Riverside Community College District  
Facilities, Planning, Design and Construction  
Phase III-Norco/Industrial Technology Project

CHANGE ORDER SUMMARY

Change Order: 2  
Contractor: Western Rim Constructors, Inc.

<i>Contract Amount:</i>	\$ 396,235.00
<i>Change Order No. 1 Amount:</i>	\$ 1,692.13
<i>Change Order No. 2 Amount:</i>	<u>\$ 3,385.53</u>
<i>Revised Contract Sum:</i>	\$ 401,312.66
<i>Original Contract Contingency:</i>	\$ 39,623.50
<i>Remaining Contract Contingency:</i>	\$ 34,545.84

Change Order Description:

- Change the tactile panels from 48 inches to 60 inches on ADA ramp at West parking lot after initial installation. The ADA walkway at the West parking lot showed a dimension of a 48 inch wide area of tactile panels in the pathway per sheet AR-11 of Addendum No. 1 issued prior to bid time. At a later date, the Inspector of Record was reviewing the DSA approved addenda and noted the plan checker's handwritten note on the sheet AR-11 changing the ramp to 60 inches wide. The Architect revised the width of the ramp to the proper width to obtain DSA project closeout.  
*Requested by:* Architect  
*Accountability:* Errors and Omissions

\$3,385.53

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: March 17, 2009

Subject: Riverside Nursing/Sciences Building Project – Multiple Prime Construction Management Services Amendment – Barnhart Inc., a Heery International Company

Background: On June 17, 2008, the Board of Trustees approved the final design and final project budget for the Riverside Nursing/Sciences Building Project. On January 17, 2009, the Board approved Barnhart, Inc., a Heery International Company to provide multiple prime construction management services.

Staff is now requesting approval to amend the agreement with Barnhart Inc., a Heery International Company. The first amendment to the agreement (4.1.3 Basic Compensation Fee) offers a savings to the District in the event the bids come in lower than the current estimate. The second change in the agreement (4.1.2 General Conditions Costs) lowers the general condition costs due to the firm revising billing rates. With this, the amendment yields a \$32,500 savings to the District by managing the use of services actually needed.

The amended total fixed fee for the construction management services is identified as follows:

Basic Compensation Fee - \$3,380,265  
General Conditions Costs - \$2,372,500  
Total Fee - \$5,752,765

To be funded by the Board approved project budget State Construction Act Funds (Resource 4100) and District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the amendment with Barnhart Inc., a Heery International Company, approve the amended amount not to exceed \$5,752,765 and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
BARNHART INC., A HEERY INTERNATIONAL COMPANY  
(Riverside Nursing/Sciences Building Project)

This document amends the original agreement dated January 28, 2009, between the Riverside Community College District and Barnhart Inc., A Heery International Company. The agreement was approved by the Board of Trustees on January 27, 2009.

The agreement is hereby amended as follows:

**4.1 BASIC COMPENSATION FEE.**

4.1.3 Construction Manager's Services, as described in Article 1.3 shall be: 5% of actual Construction Cost (sum of all Prime Trade Packages) not to exceed \$2,937,965 (Two Million, Nine Hundred Thirty Seven Thousand, Nine Hundred Sixty Five Dollars)

**4.1.2 GENERAL CONDITIONS COSTS.**

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 and rates established in Exhibit B (estimate of \$2,112,163) with the total not to exceed \$ 2,372,500

**ARTICLE 5**  
**GENERAL CONDITIONS**

In no event shall the General Condition costs exceed the amount of \$2,372,500.00.

The term of this agreement shall be from the original agreement date of January 28, 2009, reducing the total Construction Management Service fee to \$5,752,765 and with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the agreement termination date with the consent of Barnhart Inc., A Heery International Company.

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.

BARNHART INC.,  
A HEERY INTERNATIONAL COMPANY

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Eric Stenman  
President  
10760 Thornmint Rd.  
San Diego, CA 92127

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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



## **Exhibit B**

### General Conditions (GC) Estimate

To be submitted for District approval after execution of Amendment.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: March 17, 2009

Subject: Riverside Aquatics Complex Status Report

Background: A little over two years ago, the Riverside Community College District began considering an aquatics complex on the Riverside City College campus (please see Attachment A).

On September 11, 2007, the Board approved the expenditure of \$5,000,000 from Measure C funds and the development of a joint use agreement relative to a proposed Aquatics Complex on the Riverside City Campus.

On June 17, 2008, the Board approved a "Memorandum of Agreement for Riverside Community College District Aquatics Complex," between RCCD, the City of Riverside and the County of Riverside. The agreement describes the contributions of the partners to develop the aquatics complex. The agreed upon cost of the project was \$14,031,125. The agreement states that the District will contribute approximately 2.75 acres of land, and \$5,000,000. It states that the County of Riverside will contribute \$1,750,000, and the City of Riverside will contribute \$3,000,000. Subsequent to the agreement being signed by the parties, both the City and County took formal action to approve their respective funding amounts for the project. The remaining \$4,281,125 of the project budget was to be raised from private donations.

On June 17, 2008, the Board also approved a "Joint Use Agreement for the Riverside Aquatics Complex at Riverside City College," between RCCD, the City of Riverside, and the County of Riverside. The joint use agreement defines the shared usage of the facility and the operation and maintenance of the facility.

On June 17, 2008, the Board approved an agreement with Austin Veum Robbins Partners Architects to prepare plans, specifications and working drawings for the Aquatics Complex.

On September 16, 2008, staff and Austin Veum Robbins Partners presented plans for the Aquatics Complex to the Board for its review and comment.

In December 2008, plans for the Aquatics Complex were submitted to the Division of the State Architect (DSA) for review and approval. It is expected that the plans will be approved and ready to bid for construction in early to mid May 2009. Bids for construction could thus be awarded in August 2009, with the start of construction in September 2009.

DISCUSSION:

Given the anticipated timing of approval of the plans by DSA in May, it is appropriate that discussion now take place to consider moving forward with the project on its current schedule or modifying the schedule to take into account the additional funding that needs to be raised from private sources.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: March 17, 2009

Subject: Riverside Aquatics Complex-Status Report (continued)

CONSIDERATIONS:

- To date, the District has invested approximately \$1,000,000 in programming, planning and preparation of working drawings and bid specifications.
- Approximately \$1,000,000 in private donations has been raised to support the project. (Approximately \$500,000 of the amount raised is cash; \$200,000 of the cash is from ASRCC). It is somewhat disappointing that we have not reached our goal in this regard. Unfortunately, the global economy has not been as friendly as we had anticipated.
- All three planning partners currently have institutional funding available for the project.
- The current construction bidding climate is very favorable. The amount of private funding needed to complete the project could be reduced by favorable bid results.
- If the project is delayed, the three institutional partners may revisit their commitments to the project. Given current economic conditions, the project could fall victim to a worsening fiscal climate.
- The project is intended to be constructed using multiple prime contracting. The District has demonstrated that this process can successfully engage local contractors to respond to bidding on a District project. The District's Phase III-Norco/Industrial Technology project awarded 80% of the dollar value of the project to low bid contractors from Riverside and San Bernardino Counties. The Aquatics Complex project would thus contribute directly to the local economy.

OPTIONS:

1. The project could be set aside to allow more time for reaching the fund raising target.
2. The project could be completed, with RCCD loaning Measure C funds to the project. Here, fund raising would continue until such time as Measure C has been repaid for the loan plus reimbursement for lost interest income. In this way, we could take advantage of what is likely an advantageous bid environment.
3. The District and Foundation could proceed vigorously with private fundraising (see naming opportunities in Attachment B) as staff proceeds with the bid process in the May-July 2009 period (assuming DSA plan approval in May). After bids are received, the RCCD Board of Trustees would review the bid results. At that time, a determination as to whether to proceed with the project would be made. In so doing, the Board would also address funding options on the chance that funding is still an issue.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: March 17, 2009

Subject: Riverside Aquatics Complex-Status Report (continued)

Recommended Action: It is recommended that the Board of Trustees encourage the Foundation to proceed with a vigorous private fundraising effort for the Aquatics Complex and authorize the staff to proceed with the bid process for the Aquatics Complex once plans are approved by DSA, with the bid results then presented to the Board for its review and consideration at the next regularly scheduled Board meeting following completion of the bid process.

Irving G. Hendrick  
Interim Chancellor

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

Orin Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

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

## ATTACHMENT A

### Summary of Discussions Surrounding Riverside Community College District Aquatics Center

#### Background

The lack of adequate aquatics facilities has been identified as a priority need in the greater Riverside area. Aquatics programs have become an increasingly popular sport, and include organized swim and water polo teams throughout the city and at each high school. The tradition of aquatics has also been strong at RCC, both in terms of the college's physical education curriculum and with competitive swim and water polo programs. The Cutter pool complex is not of a sufficient size to handle swim and water polo competitions. The addition of an aquatics complex has been identified in the Riverside City College Facilities Master Plan.

#### Recent Developments

For over a year, a group of concerned Riverside citizens, under the leadership of Ted Weggeland, has been researching this need. A proposal has been explored to build a state-of-the-art joint use aquatics complex at RUSD's Poly High School, including a 50-meter Olympic-sized pool, a concession stand, coaching offices, boy's and girl's locker rooms and a scoreboard. This facility would complement the existing 25-meter pool at RUSD's King High School and a planned pool in the Alvord USD, offering a system of aquatics facilities to meet the growing needs of the community. The estimated cost of this facility is \$10 million.

Site limitations and budgetary constraints hinder the development of the full aquatics complex at Poly High School. Several weeks ago, Ted Weggeland approached the College inquiring as to whether Riverside City College would consider becoming the site for this joint-use facility, noting the tradition of excellence in its aquatics programs, the physical education mission of the campus, and a history of successfully partnering in offering joint-use facilities for the community. He believes there is support from the City of Riverside and Riverside County to assist in this effort, and is willing to assist in raising the necessary private dollars to make this facility a reality.

#### Finances

The group headed by Ted Weggeland will raise \$5M for the construction of the proposed complex if the College matches it with \$5M from its resources. This is a great opportunity to have a first-rate sports facility. In the refinancing of the first phase of Measure C, the College ended up with an additional \$7M, part of which could be redirected to match the offer made by the community. As with our other joint use agreements, we will negotiate with the City to provide support for the operation of the facility.

## ATTACHMENT B

### *Riverside Aquatics Complex*

<b>Naming Opportunity</b>	<b>Gift Amount</b>
Pool	\$1,500,000
Diving Tower	\$750,000
Aquatics Building	\$500,000
Scoreboard	\$250,000
Bleachers	\$100,000
Team Rooms (2 available)	\$100,000
Locker Rooms (2 available)	\$100,000
Coaches' Offices (2 available)	\$50,000
3-Meter Diving Boards (pair)	\$50,000
1-Meter Diving Boards (pair)	\$30,000
Long Swimming Lanes (8 available – each)	\$25,000
Short Swimming Lanes (26 available – each)	\$10,000

Founding contributors to the Riverside Aquatics Complex will be recognized on a plaque at the following levels:

Olympian	\$100,000 or more
Gold	\$50,000 – 99,999
Silver	\$10,000 – 49,999
Bronze	\$5,000 – 9,999

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: March 17, 2009

Subject: 2008-2009 Salary Adjustment

Background: On March 18, 2008, the Board of Trustees approved a new, three-year Collective Bargaining Agreement with the CTA, effective July 1, 2008. This agreement provided an increase to the salary schedule for FY 2008-09 as follows: "By COLA (to the extent funded by the State plus 1% effective July 1, 2008."

At its meeting on June 17, 2008, the Board of Trustees approved a salary adjustment for confidential and management employees as follows: "By COLA, effective July 1, 2008, to the extent funded by the State, plus an additional 1%."

A salary adjustment for classified staff for the 2008-09 fiscal year has not occurred as the District and CSEA are in negotiations concerning the CSEA contract.

Faculty, management and confidential employees have received the salary adjustments cited above during the current fiscal year. The COLA component was set at .68%, as this was the COLA funded for community colleges by the State. However, the State has now defunded the COLA for the entire fiscal year. Thus, the District must determine how to proceed.

OPTIONS:

There are four basic options:

1. Since the State has defunded the COLA for the entire year, the District, pursuant to the CTA contract and the Board's June 17, 2008, action, is no longer obligated to provide the COLA component of the FY 2008-09 salary adjustment. The District could therefore recapture from faculty, management and confidential staff those funds expended to date on the COLA. This alternative saves the District about \$2.25 million over the next three years.
2. The District could simply absorb the cost of the COLA through the March payroll and then delete the COLA component prospectively. This option would cost the District about \$550,000, but would also save about \$1.7 million over the next twenty-seven months.
3. The District could treat the COLA as a one-year, off schedule adjustment. Thus, a .68% COLA could be funded for the full 2008-09 fiscal year but dropped thereafter. This alternative would cost the District about \$750,000 and would save about \$1.5 million over the succeeding two fiscal years.
4. The District could self-finance the COLA component and treat it as though it was funded. This option would cost the District about \$2.25 million of the next three years and a minimum of \$750,000 annually thereafter, all of which would be funded by the District instead of the State.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: March 17, 2009

Subject: 2008-2009 Salary Adjustment (continued)

Recommended Action: It is recommended that the Board of Trustees approve Option 3 above whereby faculty, management and confidential staff would receive the FY 2008-09 COLA through June 30, 2009, with the COLA component of the current year salary package deleted thereafter.

Irving G. Hendrick  
Interim Chancellor

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: March 17, 2009

Subject: March Dental Education Center

Background: On December 23, 2008, the Board of Trustees approved a non-binding Letter of Intent (LOI) with March HealthCare Development, LLC. The LOI outlines the potential donation of 7.8 acres of property at the former March Air Force Base for the purpose of developing a facility to house the dental programs of the Moreno Valley Campus. The leased buildings at March which currently house the dental programs are scheduled to be demolished within the next year to make way for a major medical center campus.

In order to initiate the planning and design process, staff is requesting an allocation of \$500,000 of Measure "C" Funds. Additionally, in order to develop a project design, staff is requesting approval to enter into an agreement with HMC Architects in the amount of \$239,500 to provide design services for the March Dental Education Center.

On December 26, 2008 the District issued a Request for Proposal (RFP) for Architectural and Engineering Services, and received over seventy responses. Staff reviewed the submittals and 11 firms were invited for interviews on February 11, 2009 and February 12, 2009. The interviews were administered by a multi-college staff committee. Based on the RFP submittals and the interview process, Moreno Valley Campus administration, in conjunction with the Facilities Planning, Design and Construction department now recommends the approval of HMC Architects to provide design services for the March Dental Education Center. Funding source: District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve funding in the amount of \$500,000, using Measure "C" funds for planning and design, and approve the agreement with HMC Architects to provide design services, in an amount not to exceed \$239,500, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

Orin L. Williams  
Associate Vice Chancellor, Facilities Planning, Design and Construction

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2009, by and between HMC ARCHITECTS hereinafter referred to as "Architect" 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 Architect's office(s), and on site at Riverside Community College District's Moreno Valley Campus and March Air Force Base property in Moreno Valley, California.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 18, 2009, to the estimated completion date of April 30, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$239,500 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, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect 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 Architect shall be indemnified against any damages resulting from such use. In the event the Architect, following the termination of this Agreement, desires to use any such data, Architect shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, 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 Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect 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. Architect shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Architect, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Architect services under this Agreement. Architect shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Architect, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Architect 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 Architect'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 Architect, in which case District will pay Architect 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 Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect 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. Architect 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. Architect is an independent contractor and no employer-employee relationship exists between Architect 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.

HMC Architects

Riverside Community College District

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Chris R. Taylor, AIA  
Executive Vice President  
3546 Concourses St.  
Ontario, CA 91764

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James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Services

#### Scope of Project

District proposes to construct a modular Dental facility, with associated site work, for the Moreno Valley Campus and located at the March Air Force Base located in Moreno Valley, California. The project will be approximately 12,000 gsf and will include spaces for operatories, classrooms, offices, radiology and clinical/lab space.

#### A. Scope of Work:

The scope of services relating to this project includes:

1. Review pertinent as-built plans and other data necessary for evaluation of existing site conditions.
2. Perform field visits as required to observe existing conditions.
3. Attend meetings with the District as required to determine program and site requirements.
4. Provide site development plans. Site development plans shall include but not be limited to information regarding placement of modular facility, footing / foundation plans, irrigation landscape plans, pad development data including elevations / dimensions and path of travel requirements such as sidewalks, ramps, parking space modifications, etc. The development plans shall include any ADA required signage.
5. Provide electrical / communications / plumbing site plans including fire alarm system connections to existing system and exterior lighting system as required.
6. MEP Peer review of the modular systems engineering for conformance with code and user requirements.
7. Coordinate all project approvals, including Certificate of Completion, as required by applicable governing authorities such as DSA, in a timely manner and ensure proper project close-out.
8. Provide furniture and equipment coordination.
9. Provide CEQA documentation (Mitigated Negative Declaration).

#### C. Assumptions and Exclusions:

1. Seven (7) meetings are assumed during Schematic Design through Construction Documents.

2. Eight (8) meetings are assumed during Construction Administration (includes pre-bid conference and punch list review).
3. District will provide Architect with all required surveys, drawings and documents pertaining to the existing site conditions.
4. District will provide all required modular documents and calculations for inclusion into the DSA submittal package.
5. It is assumed that the existing utility systems that are needed for the new modular building (water, sewer storm drain, electrical power, fire alarm, data/ telephone/ communication, etc) are available at the property line and are adequate for the new building.
6. It is assumed that the modular manufacturer will include all necessary Fire Alarm Engineering.
7. Foundation design drawings are included within basic services and will be based on the modular manufacturer's information.
8. It is assumed that the heating, ventilating and air conditioning design and construction drawings will be provided by the modular manufacturer. We will conduct a peer review of their system for conformance with code and user requirements.
9. Preparation of a LEED scorecard or participation in LEED certification is excluded from basic services.
10. Furniture selection and specifications are excluded from basic services.
11. Artist's renderings are excluded from basic services.
12. Providing a geotechnical report for the project is excluded.
13. DTSC approval is not required.
14. An EIR is not required; CEQA documentation will consist of preparing a Mitigated Negative Declaration.

D. Compensation:

Architect will provide the services outlined in the Scope of Work above for a fixed fee of two hundred thirty-nine thousand, five hundred (\$239,500) dollars.

The breakdown is as follows:

HMC Architects	\$ 62,500
Civil (Penco Eng.)	\$ 65,000
Structural (Byrd & Assoc.)	\$ 15,000
MEPT (TMAD)	\$ 22,000
Landscape (Webb Assoc.)	\$ 20,000
CEQA (The Planning Center)	\$ 45,000 (optional)
Reimbursable (not including Agency submittal and bid sets)	\$ 10,000
Total Fixed Fee	\$239,500

E. Additional Services:

If Additional Services are required beyond the original Scope of Work, Architect will bill on an hourly basis per Attachment "A", Architect's Rate Schedule attached.

F. Reimbursable Expenses:

Reimbursable expenses with the exception of Agency submittals and bid sets, is included in the fixed fee.



ATTACHMENT "A"  
 HMC ARCHITECTS RATE SCHEDULE  
 Standard Hourly Rate Schedule by Professional Category  
 (Not all categories need apply to this contract)

	Hourly Rates
Principal	\$ 235.00
Managing Principal	\$ 235.00
Educational Services	\$ 195.00
Design Director	\$ 195.00
Senior Healthcare Planner	\$ 185.00
Senior Project Manager	\$ 185.00
Senior Construction Administrator	\$ 170.00
Cost Estimator	\$ 165.00
Project Manager	\$ 165.00
Senior Designer	\$ 155.00
Interior Design Director	\$ 155.00
Designer	\$ 145.00
Graphics	\$ 135.00
Project Leader	\$ 135.00
Technical Services/QA Plan Reviewer/SpecWriter	\$ 135.00
Labor Compliance	\$ 135.00
Interior Senior Designer	\$ 130.00
Construction Administrator	\$ 125.00
Job Captain	\$ 120.00
Senior Drafter	\$ 115.00
Intermediate Drafter	\$ 110.00
Junior Designer	\$ 110.00
Computer Services	\$ 100.00
Interior Design /Project Coordinator	\$ 100.00
Drafter	\$ 95.00
Intern Architect	\$ 85.00
Construction Administration Support	\$ 80.00
DSA Coordinator	\$ 80.00
Contract Administrator	\$ 80.00
Jr. Interior Designer	\$ 75.00
Admin Support	\$ 75.00

These are the current hourly rates effective July 1, 2006 through June 30, 2007 and are subject to change one time annually effective July 1st.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 17, 2009

Subject: Moreno Valley Parking Structure

Background: On December 20, 2006 the Moreno Valley Campus held a planning charette to develop the program for a 800-1000 space parking structure. The planning session resulted in identifying the location of the structure and the need to include up to 12,000 gross square feet of “surge space” that would provide flexible space for accommodating campus growth for the expansion of existing and the development of additional programs-services. The surge space would allow the removal of the temporary modular facilities that have been added to the campus to help mitigate short-term program growth. The project has been identified as a priority project in the campus Long Range Capital Master Plan and has been included in the 2010-2014 Five Year Capital Construction Plan presented to the State Chancellor’s Office in June 2008.

After the initial planning took place the project was vetted and approved by the Moreno Valley Strategic Planning Committee, and the District Strategic Planning Committee. Staff is now prepared to introduce the project to the Board of Trustees to initiate its planning and design. It is estimated \$4,750,000 will be necessary to execute the planning and design of this project. Funding source: District Measure “C” funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve use of \$4,750,000, using District Measure “C” funds for the planning and design of the Moreno Valley Parking Structure and surge space.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

Orin L. Williams  
Associate Vice Chancellor, Facilities Planning, Design and Construction

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: March 17, 2009

Subject: Board of Trustees Agendas – Enhancing Policy Making

Background: In September 2007, the Board of Trustees approved delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to Public Contract Code Section 20650; to approve overload assignments; part time faculty assignments; requests for changes in personal annuity contributions; requests for reduced loads and temporary workloads; volunteers; professional experts; and Community Education presenters. These delegated authorities were approved under the premises of enhancing policy making and pursuant to Board Policy 2430, amended in May, 2005, reflecting Education Code § 70902 (d) allowing the Board of Trustees to delegate authority to the Chancellor of the District.

At the time of discussion, members considered other matters for delegation, but did not proceed. Included in this discussion was Special Projects. At the time, members of the committee representing Academic Senate and CTA expressed concerns. Since implementation of the delegated authority from the Board to the Chancellor, an administrative actions library is now on the Board website and the campus business Offices are also repositories for those lists of items that were removed from the Board Book because of the delegated authority.

Given the timing of processing special project requests, the Vice Chancellor of Academic Affairs consulted with the Academic Senate and leadership of CTA about the prospect of seeking delegated authority for Special Projects. Based upon this consultation, both groups agree that they do not object to Special Projects being delegated from the Board to the Chancellor, and placed on the administrative actions library website and campus business officer repositories, should the Board of Trustees approve such delegated authority.

Recommended Action: It is recommended that the Board of Trustees delegate authority to the Chancellor regarding Special Projects.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: March 17, 2009

Subject: Revised and New Board Policies – Second Reading

Background: In keeping with our current process of updating our Board Policies and adopting new Policies, the items below come before the Board for second reading and approval.

General Institution

- 3100 – Organization Structure – Replaces current Policy 2000.
- 3550 – Drug Free Environment and Drug Prevention Program – Replaces current Policies 3115/4115.
- 3710 – Intellectual Property and Copyright – This is a new Policy for the District.
- 3750 – Use of Copyrighted Material – Replaces current Policy 5045.
- 3820 – Gifts – Replaces current Policy 6140.

Academic Affairs

- 4106 – Nursing Programs – This is a new Policy for the District.
- 4222 – Remedial Course Work – Replaces current Policy 6093.
- 4226 – Multiple and Overlapping Enrollments – This is a new Policy for the District.
- 4600 – News Media – Replaces current Policy 6000.

Student Services

- 5031 – Instructional Materials Fees – Replaces current Policy 7035.
- 5055 – Enrollment/Registration Priorities – Replaces current Policy 5000. Along with this Policy are copies of the approved Administrative Procedures for this Policy, (as Information Only), which are AP 5055 – Enrollment Priorities and AP 5056 – Registration Priorities. Since the October, 2008 Board meeting administration, staff, students and faculty worked very hard toward the approval of AP 5056. Both AP's were approved by Executive Cabinet on February 2, 2009.
- 5110 – Counseling – This is a new Policy for the District.
- 5120 – Transfer Center – This is a new Policy for the District.
- 5300 – Student Equity – This is a new Policy for the District.
- 5550 – Speech: Time, Place and Manner – Replaces current Policy 5120.
- 5700 – Athletics – This is a new Policy for the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: March 17, 2009

Subject: Revised and New Board Policies – Second Reading (Continued)

Business and Fiscal Affairs

6700 – Use of Facilities – Replaces current Policy 8005.

Human Resources

7348 – Retirement Credit for Unused Sick Leave – Replaces current Policies 3096 and 4081.

Recommended Action: It is recommended that the Board of Trustees approve Board Policies 3100, 3550, 3710, 3750, 3820, 4106, 4222, 4226, 4600, 5031, 5055, 5110, 5120, 5300, 5550, 5700, 6700 and 7348.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.  
Director, Contracts, Compliance and Legal Services

**Riverside Community College District Policy**

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**General Institution  
DRAFT**

**BP 3100 ORGANIZATIONAL STRUCTURE**

**Reference:**

Education Code Section 72400

**The Chancellor shall establish organizational charts that delineate the lines of responsibility and fix the general duties of employees within the District.** The organizational charts **are** is a structural outline of administrative responsibility.

***The organizational charts are subject to review by the Board of Trustees.***

~~❖ From Riverside CCD Policy 2000 titled Organizational Structure~~

~~The organizational structure of the Riverside Community College District is the responsibility of the Chancellor of the District and shall be defined in an organizational chart approved by the Board. The major duties and responsibilities of each administrative position other than that of the Chancellor of the District are delineated in the management handbook.~~

~~The entire College staff and student body shall be shown on the organizational chart in a general structure. Detailed organizational patterns shall take various forms as defined by appropriate Board policies and College procedures pertaining to specific areas.~~

---

**NOTE:** The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 2000 titled Organizational Structure adopted on 7-64 and amended on the following dates: 5-7-75, 11-6-84, and 5-17-05.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 2000)*

**Riverside Community College District Policy**

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**General Institution  
DRAFT**

**BP 3550 DRUG FREE ENVIRONMENT AND DRUG PREVENTION  
PROGRAM**

**References:**

Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g;  
34 C.F.R. Sections 86.1 et seq.;

Drug Free Workplace Act of 1988, 41 U.S.C. Section 702

**The District shall be free from all drugs and from the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.**

**The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.**

**Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal. *In cases where there is a reasonable belief that a violation of law has occurred, cases may be reported to the appropriate law enforcement agency for investigation and prosecution.***

**The Chancellor shall assure that the District distributes annually to each student and employee the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.**

~~❖ From Riverside CCD Policy 3115/4115 titled Drug-Free Workplace~~

~~It shall be the policy of the Riverside Community College District, in order to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990, to provide a drug-free workplace for its employees. The unlawful manufacture, distribution, dispensing, possession or use of any controlled substance in the workplace, including but not necessarily limited to any building, property, facility, or satellite center of the District, is strictly prohibited. Violators of this policy shall be disciplined.~~

-----  
**NOTE:** The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3115/4115 titled Drug-Free Workplace adopted on 6-22-94.

---

**Date Adopted:**

*(Replaces current Riverside CCD Policies  
3115/4115)*

**General Institution  
DRAFT**

**BP 3710 INTELLECTUAL PROPERTY AND COPYRIGHT**

**References:**

Education Code Sections 72207 and 81459;  
17 United States Code 101, et seq  
17 United States Code 201, et seq  
35 United States Code 101, et seq  
37 Code of Federal Regulations, 1.1, et seq

**The Chancellor shall develop procedures that define the rights, interests, protection and transfer of intellectual property created by the District employees and students. *In addition, procedures shall also be developed* to implement the provisions of the Education Code which authorize the securing of copyright protection for works *developed by the District and in accordance with the CTA collective bargaining agreement*. The procedures developed by the Chancellor shall assure that the District may use, sell, give, or exchange published materials and may license materials prepared by the District in connection with its curricular and special services.**

**In the development of these procedures, the Chancellor shall solicit the input from the appropriate representatives of the college community in accordance with the District's policies regarding shared local decision-making.**

---

**NOTE:** The **bold type** signifies language that is legally required.

---

**Date Adopted:**

*(This is a new Policy for the District  
recommended by CCLC and Legal Counsel)*



**General Institution  
DRAFT**

**BP 3750 USE OF COPYRIGHTED MATERIAL**

**References:**

Education Code Sections 32360 and 67302;  
U. S. Code Title 17, Copyright Act of 1976

❖ **From current Riverside CCD Policy 5045 titled Use of Copyrighted Materials**

As part of the ongoing instructional process of the *District* College, it is desirous and necessary to utilize the ideas, materials, and creations of those outside the immediate college community.

*In many instances*, ~~Often~~, the ideas, materials, and creations used have been copyrighted by the originators.

Using their materials requires following both existing law and judicial interpretation. Occasionally, local judgments must be made in areas where conflicting or no judicial interpretation exist.

~~To provide guidance to those employed by Riverside Community College in the use of copyright materials, and to ensure compliance with the new provisions of the law, the following practices apply:~~

1. Employees of the Riverside Community College District will abide by all aspects of the Copyright Law, Title 17 of the United States Code, to the extent possible under authoritative interpretation of the law.

2. When atypical requests for the use of or duplication of copyright materials occur, and where a clear interpretation of the law is not readily available (documented) from a recognized authority, ***District counsel will be contacted for an opinion/interpretation on the issue at hand.*** ~~and in order to impede the educational process, the District will entrust temporary decision making powers to a committee chaired by the Dean of Academic Services. This committee is to be composed of the Dean of Academic Services; the Assistant Dean of Academic Services, Instructional Media Center, the Chairperson of the Library; a faculty representative of the Academic Senate; and a faculty member from the performing arts. This committee shall review specific~~

~~requests and will make ad hoc recommendations to the President of the College.~~

~~3. Any list of operating guidelines under the copyright law for use by District employees shall be approved by the Riverside County Counsel prior to its effective date.~~

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**NOTE:** The information in **regular type** is current Riverside CCD Policy 5045 titled Use of Copyrighted Materials adopted on 5-16-78. The information in ***bold italic type*** is provided by RCCD staff.

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**Date Approved:**

*(This procedure replaces RCCD Policy 5045)*

**Riverside Community College District Policy**

**No. 3820**

**General Institution  
DRAFT**

**BP 3820 GIFTS**

**Reference:**

Education Code Section 72205, 72670

- ❖ From Riverside CCD Policy 6140 titled Gifts, Grants, Bequests, and Fund Raising

The ~~Riverside Community College~~ District is committed to accept gifts, grants, donations and bequests for the benefit of the District. Acceptance of such gifts, grants, donations and bequests will be through the Riverside Community College *District* Foundation *Board of Directors* and may be subject to such conditions or restrictions as the ~~Board~~ may prescribe. **The Board of Directors reserves the right to refuse to accept any gift which does not contribute toward the goals of the District, or the ownership of which would have the potential to deplete resources of the District.**

A coordinated program of fund raising from governmental, business and community sources to assist in supporting the *District's* College's goals and objectives will be pursued by the ~~Riverside Community College~~ Foundation with the prior approval of the Board of Trustees and the *Chancellor* ~~President of the College~~.

**The District shall assume no responsibility for appraising the value of gifts made to the District.**

**Acceptance of a gift shall not be considered endorsement by the *Foundation or the District* of a product, enterprise, or entity.**

**In no event shall the *Foundation Board of Directors* accept a donation from any donor who engages in practices or policies which discriminate against any person on the basis of race, sex (i.e., gender), color, religion, national origin, age, disability, or sexual *orientation preference*; or when the stated purposes of the donation are to facilitate such discrimination in providing educational opportunity.**

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**NOTE:** The **bold type** signifies language that is legally advised. The language in **regular type** is current Riverside CCD Policy 6140 titled Gifts, Grants, Bequests, and Fund Raising adopted on 3-6-84.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 6140)*

**BP 4106 NURSING PROGRAMS**

**References:**

Education Code Sections 66055.8, 66055.9, 70101, 70106, 70120, 70124, 60125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3 and 92645;  
Title 5, Sections 55060, et seq;  
Health and Safety Code Section 128050

**The District shall consider all of the following when screening *potential* nursing students:**

- ❖ **Academic degrees or diplomas, or relevant certificates, held by the applicant;**
- ❖ **Grade point average in relevant coursework;**
- ❖ **Life experiences or special circumstances of an applicant; and**
- ❖ **Proficiency or advanced level coursework in languages other than English.**

**Nursing students who have already earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.**

**Loan assumption agreements may be awarded to undergraduate and graduate students with demonstrated academic ability.**

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**NOTE:** *This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore)*

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**BP 4222    *BASIC SKILLS/DEVELOPMENTAL EDUCATION***  
***(Remedial Coursework)***

References:

Title 5 Section **55035**

❖ **From current Riverside CCD Policy 6093 titled Remedial Limitation**

Riverside Community College District *recognizes its students' needs for remedial coursework, or other methods of remediation, which shall be made available to all incoming students based upon appropriate assessment instruments, methods or procedures.* ~~has, in accordance with provisions of AB 1725, established guidelines limiting the number of units students can earn in remedial (pre-collegiate basic skills) courses to 24 semester units. These regulations are effective for courses taken at Riverside Community College after July 1, 1993.~~

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*NOTE: This policy is suggested as good practice. The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6093 titled Remedial Limitation adopted on 7-22-93.*

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**Date Adopted:**

*(This is current Riverside CCD Policy 6093  
just re-numbered)*

**Academic Affairs  
DRAFT**

**BP 4226 MULTIPLE AND OVERLAPPING ENROLLMENTS**

**Reference:**

Title 5 Section 55007

**The Chancellor shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.**

**The Chancellor shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 5 Section 55007.**

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***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CC league and the League's legal counsel)*

**Riverside Community College District Policy**

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**Academic Affairs  
DRAFT**

**BP 4600 NEWS MEDIA**

**References:**

No references

❖ **From current Riverside CCD Policy 6000 titled Board of Publications**

The ~~Riverside Community College~~ District supports the availability of a comprehensive writing experience for its students. An integral part of this experience shall be the establishment of a Board of Publications which shall function as a review board for all student selected publications. The detailed functions of the Board of Publications shall be as outlined in the related ***administrative procedure*** regulations.

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***NOTE:** This policy is suggested as good practice. The information in ***italic type*** is additional language to consider including in this policy. The language in ***regular type*** is current Riverside CCD Policy 6000 titled Board of Publications adopted on 10-7-80.*

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**Date Adopted:**

*(This is current Riverside CCD Policy 6000  
just re-numbered)*

**Student Services  
DRAFT**

**BP 5031 INSTRUCTIONAL MATERIALS FEES**

**References:**

Education Code Section 76365, 79121, and 81458;  
Title 5 Sections 59400 et seq.

❖ **From Riverside CCD Policy 7035 titled Course Materials and Supplies Fees**

The ~~Riverside Community College~~ District has a strong commitment to ensuring accessibility to all its programs and services for residents of the District who are capable of benefiting from the experiences provided. As an important component of this “open door” policy, the District actively promotes low cost education for District residents. Where consumable items, supplies, or special services are necessary to enhance the educational experiences of students, the District is compelled to make reasonable charges to the students to assist in defraying the costs of providing these items, supplies, or special services.

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**NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is current Riverside CCD Policy 7035 titled Course Materials and Supplies Fees adopted on 7-7-81 and amended on 1-17-84.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 7035)*



**Riverside Community College District Policy**

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**Student Services  
DRAFT**

**BP 5055 ENROLLMENT/REGISTRATION PRIORITIES**

**References:**

Title 5 Sections 51006, 58106, and 58108

**The Chancellor shall establish procedures defining enrollment *and registration* priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.**

~~Admission priority to designated over-subscribed programs shall be determined according to the legal residence of applicants in the order listed:~~

- ~~1. Residents of the Riverside Community College District.~~
- ~~2. Residents of other community college districts within Riverside County which do not present similar courses or programs.~~
- ~~3. Residents of California community college districts outside Riverside County.~~
- ~~4. Residents of areas outside of California.~~

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**NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is current Riverside CCD Policy 5000 titled Resident Priority for Special Program Applicants adopted on 6-1-71; amended on 12-17-74; readopted on 5-7-75; amended on 4-19-77 and on 12-18-79.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 5000)*

***(INFORMATION ONLY)***

***Riverside Community College District Procedure***

**No. 5055**

**Student Services**

**AP 5055 ENROLLMENT PRIORITIES**

**References:**

Title 5 Sections 51006, 58106, and 58108  
Education Code 66025.8

All courses and programs of the District shall be open to enrollment in accordance with Board Policy 5052, Open Enrollment, and a priority system consistent with Board Policy 5055 and this Procedure.

Students have the right to challenge any enrollment restriction in accordance with Policy 4260, titled Pre-Requisites, Co-Requisites and Advisories.

No student is required to confer or consult with or required to receive permission to enroll in any class offered by the District, except as provided for in Administrative Procedure 5052, titled Open Enrollment.

Students are not required to participate in any pre-registration activities not uniformly required, and no registration procedures are used that result in restricting enrollment to a specialized clientele.

**Program Enrollment**

The following programs have separate admissions processes, in accordance with Title 5:

Cosmetology  
Culinary Arts  
Dental Assisting  
Dental Hygiene  
Emergency Medical Services: EMT and Paramedic  
Esthetician  
Fire Academy  
Ford ASSET  
GM ASEP  
Nursing  
Physicians Assistant  
Peace Officer Academy  
Toyota T-Ten

For further information on these programs, contact the program directly, or visit our website at: <http://www.rcc.edu/academicPrograms/occupational/WhenToApply.cfm>

#### Over-Subscribed Enrollment Priority

Once students satisfy the admissions criteria to over-subscribed programs, enrollment priority shall be determined according to the legal residence of applicants in the following order:

1. Residents of the Riverside Community College District who have completed a minimum of a 3 unit academic course in the Riverside Community College District.
2. Residents of the Riverside Community College District.
3. Residents of other community college districts within Riverside County which do not present similar courses or programs.
4. Residents of California community college districts outside Riverside County.
5. Residents of areas outside of California.

NOTE: Pursuant to legislation, Associate Degree in Nursing programs are exempt from non-evaluative selection criteria.

Office of Primary Responsibility: Student Services

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Administrative Approval: February 2, 2009  
(Replaces RCCD Policy 5000)

***(INFORMATION ONLY)***

***Riverside Community College District Procedure***

**No. 5056**

**Student Services**

**AP 5056 REGISTRATION PRIORITIES**

**References:**

Title 5 Sections 51006, 58106, and 58108  
Education Code 66025.8

Students eligible for and receiving priority or early registration will be allowed to enroll in a maximum of thirteen (13) units for spring and fall terms, and seven (7) units for winter and summer terms (unless otherwise stated) during the priority/early registration period.

Priority Registration

Students in these groups will be coded in the system and allowed priority registration throughout the District:

- a. Group I – Students required by Title 5 and the Education Code to be given priority registration.
- b. Group II – Students who must be enrolled in a minimum of twelve (12) units in the spring and fall terms in order to remain in an established RCCD program, and where specific time restrictions are imposed by the program. Students in a grant-funded program where early registration is an eligibility requirement from the grantor.

Early Registration

Campus Registration Committees will be established and charged with determining eligibility criteria for other groups seeking early registration. Groups granted early registration by a campus committee are eligible for early registration for courses offered through that campus only, or one of its designated sites.

Order of Registration

Students shall be allowed to register in the following order:

- a. Students eligible for priority registration under Group I;
- b. Students eligible for priority registration under Group II;
- c. Students eligible for early registration as approved by the Campus Registration Committees;

- d. Continuing students. Registration dates are set in descending order to that the students with the greatest number of completed units are first, and the least number of completed units follow;
- e. Continuing concurrently enrolled high school students (a maximum of eight (8) units for fall and spring terms and five (5) units for winter and summer terms);
- f. New students. These students are given dates to register in the order in which they apply to the college; and,
- g. New concurrently enrolled high school students (a maximum of eight (8) units for fall and spring terms and five (5) units for winter and summer terms).

Office of Primary Responsibility: Vice Chancellor Student Services  
Vice President Educational Services/Student  
Services

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Administrative Approval: February 2, 2009

**Student Services  
DRAFT**

**BP 5110 COUNSELING**

**References:**

Title 5 Section 51018

**Counseling services are an essential part of the educational mission of the District.**

**The Chancellor shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.**

***Pre-enrollment counseling shall be required of all first-time college students who have declared one of the educational goals delineated in Administrative Procedure 5110.***

**Counseling shall be required for all first time students enrolled *in six or more units*, students enrolled provisionally, and students on academic or progress probation.**

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**NOTE:** *This procedure is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

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**Student Services  
DRAFT**

**BP 5120 TRANSFER CENTER**

**References:**

Title 5 Section 51027  
Education Code Sections 66720-66744

**The District incorporates as part of its mission the transfer of its students to baccalaureate level institutions. The District further recognizes that students who have historically been underrepresented in transfer to baccalaureate level institutions are a special responsibility.**

**The Chancellor shall assure that a Transfer Center Plan is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students and complies with law and regulations.**

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***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

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**Student Services  
DRAFT**

**BP 5300 STUDENT EQUITY**

**References:**

Education Code Sections 66030, 66250 et seq., and 72010 et seq.;  
Title 5 Section 54220

**The Board of Trustees is committed to assuring student equity in educational programs and services. The Chancellor shall establish and implement a Student Equity Plan that meets the Title 5 standards for such a plan.**

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***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

---

**Date Adopted:**

*(This is a new policy recommended by the CCLC)*



**Riverside Community College District Policy**

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**Student Services  
DRAFT**

**BP 5550 SPEECH: TIME, PLACE, AND MANNER**

**References:**

Education Code Sections 76120 and 66301

The college(s) of the District is/are non-public forums, except for those areas that are generally available for use by students or the community, which are limited public forums. The Chancellor shall enact such administrative procedures as are necessary to reasonably regulate the time, place, and manner of the exercise of free expression in the limited public forums.

The administrative procedures promulgated by the Chancellor shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards designated for such use, the distribution of printed materials or petitions in those parts of the District designated as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia.

Students shall be free to exercise their rights of free expression, subject to the requirements of this policy.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on district property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, intimidation, or hate violence unless such speech is constitutionally protected.

~~❖ From Riverside CCD Policy 5120 titled Use of Facilities, Distribution and Posting of Literature, and Preventing Disruption of Instructional and/or Other District Activities~~

~~Riverside Community College District is committed to assuring that all persons may exercise their constitutional rights protected under the First Amendment to the United~~

~~States Constitution and Article I, Section 2, of the California Constitution. The District's commitment to the exercise of free speech and free expression is not intended to convert all of the facilities maintained and/or owned by the District into a public forum, limited public forum, or designated public forum. As the owner of property, the District reserves the right to limit the use of its facilities for the distribution of literature and to prevent potential disruption of instruction and other activities of the District, in a manner consistent with the Constitution of the State of California and the Constitution of United States.~~

This ~~Board Policy 5120~~, relating to use of facilities, distribution and posting of literature, and preventing disruption of instructional and/or other District activities does not apply to student news media as provided for in Board Policy **4600, titled "News Media"** ~~6000~~.

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**NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff. The information in **regular type** is from Riverside Policy 5120 titled Use of Facilities, Distribution and Posting of Literature, and Preventing Disruption of Instructional and/or Other District Activities adopted on 6-9-98 and amended on 11-15-05.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 5120)*

**Riverside Community College District Policy**

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**Student Services  
DRAFT**

**BP 5700 ATHLETICS**

**References:**

Education Code Sections 78223, 66271.6, 66271.8, and 67360 et seq.

**The District shall maintain an organized program for men and women in intercollegiate athletics. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.**

**The Chancellor shall assure that the athletics program complies with the California Community Colleges Athletic Association Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.**

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***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

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**Business and Fiscal Affairs  
DRAFT**

**BP 6700 USE OF FACILITIES**

**References:**

Education Code Sections 82537 and 82542

**Use of the District's facilities shall be granted as provided by law. The Chancellor shall establish procedures regarding the use of District property, including but not limited to facilities, equipment and supplies, by community groups and other outside *groups or organizations*.**

**The administrative procedures shall reflect the requirements of applicable law, including Education Code Sections *referenced above*, regarding District facilities. The regulations shall include reasonable rules regarding the time, place, and manner of use of District facilities. They shall assure that persons or organizations using District property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities.**

**No group or organization may use District property for purposes that discriminate on the basis of race, color, religion, ancestry, national origin, disability, sex (i.e., gender), or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.**

~~❖ From Riverside CCD Policy 8005 Use of Facilities~~

~~It is the policy of the Riverside Community College District to authorize the use of facilities for public, literary, scientific, recreational, or educational meetings or for the discussion of matters of public interest. The Board may establish such terms and conditions of usage as are deemed proper. The Riverside Community College District desires to make College facilities available to the public whenever possible and so long as there is no conflict with the educational program.~~

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**NOTE:** The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in *italic type* is additional language to consider including in this policy. The information in regular type is current Riverside CCD Policy 8005 titled Use of Facilities adopted on 9-19-78 and amended on 11-4-80, 6-2-92, and 5-16-06.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 8005)*

**Riverside Community College District Policy**

**Human Resources  
DRAFT**

**BP 7348 RETIREMENT CREDIT FOR UNUSED SICK LEAVE**

**References:**

Education Code Sections 22717, 87781, and 88191;  
Government Code Section 20963 and 20963.5

~~❖ From current Riverside CCD Policy/Regulation 3096 titled Unused Sick Leave Retirement Credit - Academic Employees~~

~~The policy of the Riverside Community College District *will* is to report to the State Teachers' Retirement System *for academic employees, and to the Public Employees' Retirement System, for classified employees*, each employee's unused sick leave at the time of an employee's retirement. ~~, in accordance with applicable sections of the Education Code.~~ Such unused sick leave shall be credited to the retiree's service credit *to the extent allowed by law.* as provided for in Education Section 22719.~~

~~Any certificated employee, who became a member of the State Teachers' Retirement System, on or after July 1, 1980, shall not be eligible for this provision.~~

Retirees may not receive a lump sum settlement for unused sick leave days accumulated.

~~❖ From current Riverside CCD Policy/Regulation 4081 titled Unused Sick Leave Retirement Credit - Classified Employees~~

~~The policy of the Riverside Community College District is to report unused sick leave to the public employees' retirement system at the time of an employee's retirement, in accordance with applicable sections of the Education Code and the Government Code. Such unused sick leave shall be credited to the retiree's service credit as provided for in Government Code Section 20862.5.~~

~~Any classified employee who became a member of the Public Employees' Retirement System on or after July 1, 1980, shall not be eligible for this provision.~~

~~❖ Regulations for Policy 3096, Unused Sick Leave - Retirement Credit - Academic Employees~~

- ~~I. Any unused days of sick leave allowed pursuant to Education Code 87781 shall  
Be credited towards retirement service credit for retiring certificated employees,  
In accordance with provisions of Education Code Section 22719.~~
- ~~II. Any certificated employee who became a member of the State Teachers'  
Retirement System on or after July 1, 1980 shall not be eligible for this provision.~~
- ~~III. Retirees may not receive a lump sum settlement for unused sick leave days  
accumulated.~~

~~❖ **Regulations for Policy 4081, Unused Sick Leave – Retirement Credit  
Classified Employees (Members of PERS)**~~

- ~~I. Any accumulated days of leave of absence for illness or injury allowed pursuant  
To Education Code Section 88191 which are unused at the time of retirement  
shall be credited towards retirement service benefit for retiring classified  
employee.~~
- ~~II. Any classified employee who became a member of the Public Employees'  
Retirement System on or after July 1, 1980, shall not be eligible for this provision.~~
- ~~III. Retirees may not receive a lump sum settlement for unused sick leave days  
accumulated.~~

*Office of Primary Responsibility: **Vice Chancellor, Diversity and Human Resources***

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**NOTE:** The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy/Regulation 3096 titled *Unused Sick Leave – Retirement Credit – Academic Employees* adopted on 3-7-89 and Policy/Regulation 4081 titled *Unused Sick Leave – Retirement Credit – Classified Employees* adopted on 3-7-89.

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**Date Adopted:**

*(Replaces current Riverside CCD Policies &  
Regulations 3096 and 4081)*

MINUTES OF THE BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE MEETING  
OF FEBRUARY 17, 2009

Chairperson Medina called the committee to order at 6:00 p.m., in Student Services Lobby, Norco Campus CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Chairperson  
Mrs. Janet Green, Vice Chairperson  
Ms. Virginia Blumenthal, Vice President, Board of Trustees (arrived at 6:14 p.m.)  
Ms. Mary Figueroa, Board Member (arrived at 6:22 p.m.)  
Mr. Mark Takano, Board Member (arrived at 6:14 p.m.)  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Mr. Tom Wagner, Academic Senate Representative, Norco Campus  
Dr. Richard Davin, Academic Senate Representative, Riverside City College  
Dr. Richard Mahon, Senate Representative, Riverside City College  
Mr. Doug Beckstrom, Senate Representative, Moreno Valley Campus  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Monte E. Perez, President, Moreno Valley Campus  
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs, Riverside City College  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Ms. Sylvia Thomas, Associate Vice Chancellor, Instruction  
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Dr. Daniel Martinez, Associate Director, Institutional Research  
Ms. Dina Humble, Associate Professor, Music

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs, Riverside City College

Dr. Maghroori presented a proposed agreement to provide eligibility establishment and proposal development services relating to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program that will be presented to the Board for approval on the 24th of February. Discussion followed. AGREEMENT WITH RAMONA MUNSELL & ASSOCIATES CONSULTING, INC. (RIVERSIDE)

Dr. Maghroori presented a proposed agreement to provide eligibility establishment and proposal development services relating to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program that will be presented to the Board for approval on the 24th of February. Discussion followed.

AGREEMENT WITH RAMONA MUNSELL & ASSOCIATES CONSULTING, INC. (MORENO VALLEY)

Dr. Maghroori presented a proposed agreement to provide eligibility establishment and proposal development services relating to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program that will be presented to the Board for approval on the 24th of February. Discussion followed.

AGREEMENT WITH RAMONA MUNSELL & ASSOCIATES CONSULTING, INC. (NORCO)

Dr. Maghroori introduced Ms. Kauffman and Dr. Martinez who reviewed a report regarding an ongoing research effort designed to establish baseline data. Discussion followed.

BASIC SKILLS STUDENTS: A CLOSER LOOK

Dr. Maghroori introduced Ms. Thomas and Ms. Humble who provided the committee with an update on the development and approval process for adding, deleting, and revising curriculum as the District moves to a three-college system. Discussion followed.

CURRICULUM PROCESS IN A THREE-COLLEGE DISTRICT

The committee adjourned the meeting at 6:50 p.m.

ADJOURNED



MINUTES OF THE BOARD OF TRUSTEES  
PLANNING COMMITTEE MEETING OF FEBRUARY 17, 2009

Chairperson Green called the committee to order at CALL TO ORDER  
7:00 p.m., in Student Services Lobby, Norco Campus

Committee Members Present

Mrs. Janet Green, Committee Chairperson  
Ms. Mary Figueroa, Vice Chairperson  
Ms. Virginia Blumenthal, President, Board of Trustees  
Mr. Jose Medina, Member, Board of Trustees  
Mr. Mark Takano, Secretary, Board of Trustees (arrived at 7:01 p.m.)  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Mr. Joe Eckstein, CTA Representative, Norco Campus  
Mr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus  
Mr. Tom Wagner, Academic Senate Representative, Norco Campus  
Mr. Lee Nelson, Academic Senate Representative, Riverside City College  
Mr. Mark Carpenter, CTA Representative, Riverside City College  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus  
Ms. Ginny Haguewood, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Monte E. Perez, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs, Riverside City College  
Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction

Guests Present

Dr. James Buysse Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice chancellor, Diversity and Human Resources  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Mr. Williams led the committee review of an agreement with CENTER FOR HEALTH, WELLNESS, AND KINESIOLOGY (NORCO) HMC Architects to provide final project proposals design services in the amount of \$83,000, using District Measure "C" funds. The agreement will be presented to the Board of Trustees for approval on February 24th. Discussion followed.

Mr. Williams reviewed an agreement with Steinberg Architects for the term of February 25, 2009 to provide final project proposal design services in the amount of \$94,271, using District Measure “C” funds. The agreement will be presented to the Board of Trustees for approval on February 24th. Discussion followed.

HEALTH SCIENCE CENTER  
(MORENO VALLEY)

Mr. Orin Williams reviewed an agreement with HMC Architects for the term of February 25, 2009 to provide final project proposal design services, in the amount of \$108,000, using District Measure “C” funds. The agreement will be presented to the Board of Trustees for approval on February 24th. Discussion followed.

LIFE SCIENCE/PHYSICAL SCIENCE  
RECONSTRUCTION (RIVERSIDE)

The committee adjourned the meeting at 7:18 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING OF FEBRUARY 17, 2009

Chairperson Takano called the committee to order at 7:23 p.m., in Student Services Lobby, Norco Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson  
Mr. Jose Medina, Vice Chairperson  
Mr. Virginia Blumenthal, President, Board of Trustees  
Mrs. Janet Green, Vice President, Board of Trustees  
Ms. Mary Figueroa, Member, Board of Trustees  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Mr. Tom Wagner, Senate Representative, Moreno Valley Campus  
Mr. Richard Mahon, Senate Representative, Riverside City College  
Ms. Tish Chavez, Confidential Representative, Riverside City College  
Ms. Shari Yates, CTA Representative, Riverside City College  
Ms. Tamara Caponetto, CSEA Representative, Norco Campus  
Mr. Gustavo Segura, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Monte E. Perez, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs, Riverside City College  
Mr. Orin Williams, Associate Vice Chancellor, Facilities  
Planning, Design and Construction

Guest(s) Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations  
Mr. Ted Weggeland, Chair, Aquatics Project  
Mr. Dayne Brassard, Business Development Director, Tilden Coil Constructors

Mr. Williams presented an agreement with PSOMAS for an ADA transition plan for District office support facilities and the three-college campuses, utilizing Measure "C" funds, that the Board will consider for approval at the February 24, 2009, meeting. Discussion followed.

ADA TRANSITION PLAN

Mr. Williams led the committee review of a proposed change order in the amount of \$24,248.33 for the Norco Soccer Field Project (Phase I). Discussion followed.

NORCO SOCCER FIELD PROJECT  
(PHASE I) – CHANGE ORDER NO. 1

Mr. Williams presented a change order in the amount of \$10,599.28 for the Phase III-Norco/Industrial Technology Project for Apex Plastering Company that will be presented to the Board for approval on the 24th of February. Discussion followed.

PHASE III – NORCO/INDUSTRIAL  
TECHNOLOGY PROJECT – CHANGE  
ORDER

Dr. Buysse, Mr. Brassard, and Mr. Weggeland provided an informational report to the committee on the Riverside Aquatics Complex concerning fundraising, bidding for the project, and the building of the project. Discussion followed.

RIVERSIDE AQUATICS COMPLEX

Dr. Buysse updated the committee relating to enrollment fees, property tax shortfalls, and the 2008-2009 state budget . Discussion followed.

2008-2009 STATE BUDGET UPDATE

The committee adjourned the meeting at 8:37 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING OF FEBRUARY 17, 2009

Chairperson Figueroa called the committee to order at CALL TO ORDER  
8.37 p.m., in Board Room, AD122, Riverside City  
College.

Committee Members Present

Ms. Mary Figueroa, Chairperson  
Mr. Mark Takano, Vice Chairperson  
Ms. Virginia Blumenthal, President, Board of Trustees  
Ms. Janet Green, Vice President, Board of Trustees  
Dr. Irving G. Hendrick, Interim Chancellor  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Mr. Tom Wagner Senate Representative, Norco Campus  
Dr. Richard Mahon, Senate Representative, Riverside City College  
Ms. Anette Guldhammer, CTA Representative, Moreno Valley Campus  
Dr. Dariush Haghghat, CTA Representative, Riverside City College  
Dr. Mark Sellick, CTA Representative, Riverside City College  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus  
Mr. Richard Goldstein, Officer, Safety and Police

Resource Persons Present

Dr. Monte Perez, President, Moreno Valley Campus  
Dr. Brenda Davis, President, Norco Campus  
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs, Riverside City College  
Ms. Ruth Adams, Director, Compliance, Contracts, and Legal Services

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Ms. Adams reviewed revised and new Board Policies  
3100, 3550, 3710, 3750, 3820,4106, 4222, 4226, 4600,  
5031, 5055, 5110, 5120, 5300, 5550, 5700, 6700 and 7348  
that will be presented to the Board for first reading on  
February 24, 2009. Discussion followed.

REVISED AND NEW BOARD  
POLICIES – FIRST READING

The committee adjourned the meeting at 9:30 p.m.

ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATIVE REPORTS

Report No.: VII-A-1

Date: March 17, 2009

Subject: 2009-2010 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 36-08/09

Background: The District has periodically participated in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation since 1993. 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 2008-2009, the program issued more than \$460 million in notes to nearly 160 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.

With the recent passage of the State's fiscal year 2009-2010 budget and mid-year adjustments for fiscal year 2008-2009, the District is subject to significant apportionment cash deferrals from the months of January through April to the month of July in the subsequent fiscal year. In addition, the existing June apportionment cash deferral to the month of July has been extended to the month of October. These cash deferrals are expected to be recurring each year.

Current projections indicate that the District will likely experience a cash flow shortage in June 2009 that will carryover into July 2009. The projections also indicate that the District will likely experience a cash flow shortage in April 2010 that will last through June 2010. These cash flow estimates are predicated on the assumption that the voters will pass a number of ballot initiatives in May 2009 and that there will be no significant adjustments to the recently enacted State budget. Should any of the initiatives fail and/or the State budget erode, further deterioration of the District's cash flow could result.

To protect the District's cash position in the face of significant uncertainty surrounding the State's adopted budget, the attached TRAN borrowing resolution is presented for the Board's consideration and approval. The resolution establishes the District's maximum borrowing amount at \$15 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 get closer to the end of the fiscal year and also describes the parameters of an issuance.

The earliest the TRAN could be issued would be in July 2009. As mentioned previously, current cash flow projections indicate that a cash flow shortage may occur in June 2009. We will continue to monitor cash flow over the ensuing months and, if necessary, will bring a request to

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATIVE REPORTS

Report No.: VII-A-1

Date: March 17, 2009

Subject: 2009-2010 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 36-08/09 (continued)

the Board to authorize a short-term, internal borrowing similar to the authorization request brought to the Board in September 2008.

Recommendation: It is recommended that the Board of Trustees approve Resolution No. 36-08/09 authorizing the borrowing of funds for fiscal year 2009-2010, the issuance and sale of a 2009-2010 Tax and Revenue Anticipation Note, participation in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note and authorizing the Board's President and Secretary, the District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents.

Irving G. Hendrick  
Interim Chancellor

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

## **DISTRICT RESOLUTION**

**NAME OF DISTRICT: RIVERSIDE COMMUNITY COLLEGE DISTRICT\***

**LOCATED IN: COUNTY OF RIVERSIDE**

**MAXIMUM AMOUNT OF BORROWING: \$15,000,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009-2010 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, 2010 ("Fiscal Year 2009-2010") by the issuance of its 2009-2010 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 of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund

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\* 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).



(or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2009-2010; 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;<sup>\*\*</sup> 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 of the District attributable to Fiscal Year 2009-2010 and 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, cash receipts or other moneys for Fiscal Year 2009-2010; and

**WHEREAS**, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2009-2010 can be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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<sup>\*\*</sup> 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.

**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 “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 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, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District 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 attributable to Fiscal Year 2009-2010, 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 "2009-2010 [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 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

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\* 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.



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 any available revenues attributable to Fiscal Year 2009-2010, 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 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 2009-2010 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of 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 Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated 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 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 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 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 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. 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, 2009 through March 1, 2010 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the 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 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 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 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 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 pursuant to Section 7 hereof) 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 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 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 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 pursuant to Section 7 hereof) 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. All or a portion of 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. In the event a portion of earnings on the Permitted Investment in which the Proceeds Subaccount is invested shall be used to pay the related Credit Provider's fees and expenses and/or costs of issuing the related Credit Instrument, such funds may be requisitioned by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on behalf of the District. 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 Month (as defined hereinafter) designated in

the Pricing Confirmation applicable to such 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 Month set forth in the Pricing Confirmation applicable to the Series of Notes; provided, however, that on the twentieth day of the next to last Repayment Month designated in each such Pricing Confirmation (or, if only one Repayment Month is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), 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 any such Repayment Month (or month preceding a single Repayment Month), 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 twentieth day of such Repayment Month (or month preceding a single Repayment Month).

In the event more than one Series of Notes is issued, the District hereby covenants and agrees, subject to Section 8 hereof, to replenish amounts on deposit in the Proceeds Subaccount attributed to each Series of Notes in the following order of priority: first, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Senior Notes; second, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, the Proceeds Subaccount attributed 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.

For Notes issued in calendar 2009, in the event either (A) the Series Principal Amount of any 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 2009, will, at the time of the issuance of such Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any 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 2009, will, at the time of the issuance of such 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 Series of Notes.

For Notes issued in calendar year 2010, in the event either (A) the Series Principal Amount of any 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 2010, will, at the time of the issuance of such Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any 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 2010, will, at the time of the issuance of such 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 Series of Notes.

Amounts in any Proceeds Subaccount relating to a 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 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 Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such 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.

#### Section 8. Source of Payment.

(A) The principal amount of each Series of Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2009-2010 and which are available for payment thereof. As security for the payment of the principal of and interest on all Series of its Notes, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges certain unrestricted revenues (as hereinafter provided) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2009-2010, and the principal of each Series of Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable pro-rata among all such Series of Notes of the District from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act) and subject to the payment priority provisions of Section 17 hereof and this Section 8.

In order to effect, in part, the pledge referenced in the preceding paragraph, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of its Notes (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 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 of the first amounts received in the months specified in the corresponding Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2009-2010) 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 Months 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 Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any 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 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.

With respect to each Series of Notes, the number of Repayment Months determined in the related Pricing Confirmation shall not exceed six (6) and the amount required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in such Pricing Confirmation shall not exceed fifty percent (50%) of the principal of and interest due with respect to such Series of Notes at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"); provided, however, that the first Repayment Month of any Series of Subordinate Notes shall not occur prior to the last Repayment Month of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; provided further, that if the first Repayment Month of any Series of Subordinate Notes occurs in the same month as the last Repayment Month 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 Months 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 Month, 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.

In the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, 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. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2009-2010 and which are generally available for the payment of current expenses and other obligations of the District.

(B) 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.

(C) 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;
  - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata;
  - e. fifth, to pay pro-rata 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).

(D) 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, 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. Upon the advice of the Underwriter, as confirmed in the applicable Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider(s) and corresponding Credit Instrument(s) payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. 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.

If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each month, beginning in the month 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 month (as specified in the Pricing Confirmation applicable to the Series of Note) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the corresponding Credit



Provider, if any, a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the 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.

(E) 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 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 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

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 Purchase Agreement(s), as applicable, (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, and (iii) accept its obligations under the Credit Agreement(s).

(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, (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes and accept its obligations under the Credit Agreement(s).

(C) The issuance of each Series of Notes, the adoption of this Resolution, the acceptance of the District's obligations under the Credit Agreement(s) and the execution and delivery of the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, the Trust Agreement, if applicable, and 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 2009-2010 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 2009-2010, (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 Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2009-2010, all of which will be legally available to pay principal of and interest on such Notes.

(G) 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 2003-2004 through Fiscal Year 2007-2008, 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 2008-2009 and 2009-2010, respectively.

(H) The District (i) has not defaulted within the past twenty (20) years, and 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.

(I) 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.

(J) 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 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 Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(K) 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.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under 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.

(M) 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.

(N) 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.

(O) 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.

(P) 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.

(Q) 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 Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2009 (the "Fiscal Year 2008-2009") 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 2008-2009 or Fiscal Year 2009-2010 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2008-2009 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2009-2010.

(S) The District will maintain a positive general fund balance in Fiscal Year 2009-2010.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(U) 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 Series of Notes (or on any Series of Pool Bonds related thereto) under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Series of the Notes or any other funds of the District which would cause any Series of the Notes (or on any 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 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 Series of Notes, this paragraph (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 Series of Notes 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 Series of Notes 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 Series of Notes (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 2009-2010 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 Series of Notes 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 "2009-2010 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 Series of Notes, 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 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 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 Section 5.03 of the Trust Agreement or 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 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(C)(1), (2) and (3) 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.

If any payment or distribution of any character, whether in cash, securities or other property, shall be received by any party or such party's representative; in contravention of any of the terms of this Section, such payment or distribution or security shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the party entitled to such payment or distribution.

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 provide in a timely manner, 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, if material (each a “Listed Event”): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible 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 determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, 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) 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, 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 either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) 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) 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 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 (i) acknowledge the terms of the applicable Credit Agreement, and (ii) provide the corresponding Credit Provider with any and all information relating to the District as such corresponding 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  
 2009-2010 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Interest Rate		Maturity Date		
____%		_____, 2010		
First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% 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, 2010 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.

\*\* Number of Repayment Months 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 principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2009-2010 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained Resolution, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2009-2010) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of, and [in the final Repayment Month,] interest due on, the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor 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.

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\* 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.

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.]\*

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\* 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:

[(SEAL)]

Countersigned

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

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\*\* 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 premises.

Dated: \_\_\_\_\_

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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:

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NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Governing Board of the \_\_\_\_\_ [Insert name of District] District/ [Insert name of County if District is an Office of Education] Board of Education, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the \_\_\_ day of \_\_\_\_\_, 2009, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at \_\_\_\_\_, \_\_\_\_\_, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$ \_\_\_\_\_.

Dated: \_\_\_\_\_, 2009

\_\_\_\_\_  
Secretary of the Governing Board  
of the \_\_\_\_\_ [Insert Name of District] District/ [Insert name of County if District is an Office of Education] Board of Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Report No.: X-B

DATE: March 17, 2009

Subject: CCCT Board of Directors Election – 2009

Background: The election of members of the CCCT Board of Directors takes place between March 10-April 25, 2009. There are seven three-year vacancies on the board. Those nominated for election to the board are listed on the attached for your consideration.

Recommended Action: It is recommended that the Board of Trustees vote to fill the seven vacancies on the CCCT Board from the list provided of the 15 trustees who have been nominated for election on the board.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Heidi Wills  
Administrative Assistant  
Office of the Chancellor  
and Board of Trustees



DATE: February 27, 2009

TO: California Community College Trustees  
California Community College District Chancellors/Superintendents

FROM: Judy Centlivre

SUBJECT: CCCT BOARD ELECTION — 2009

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The election of members of the CCCT board of the League will take place between March 10 and April 25. There are seven vacancies on the board. In accordance with the CCCT Board Governing Policies as amended and adopted by the board in June 2008, the terms are now three-year terms.

Each member community college district board of the League shall have one vote for each of the seven vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven 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 15 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order. An official ballot for the election is also enclosed in this mailing to each community college district chancellor/superintendent as well as copies of the biographic sketch form and statement of candidacy of each of the 15 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

2009 CCCT ELECTION  
CANDIDATES IN RANDOM DRAWING ORDER.

1. Cy Gulassa, Peralta CCD
2. Janet Chaniot, Mendocino-Lake CCD
3. Nancy Chadwick, Palomar CCD
4. Marcia Zableckis, Barstow CCD
5. Jerry Hart, Imperial CCD
6. John Rodgers, Kern CCD
7. Douglas Otto, Long Beach CCD
8. \*Manny Ontiveros, North Orange County CCD
9. Jacqueline Simon, MiraCosta CCD
10. Christopher Stampolis, West Valley-Mission CCD
11. \*Jeanette Mann, Pasadena Area CCD
12. Carmen Avalos, Cerritos CCD
13. Eva Kinsman, Copper Mountain CCD
14. \*Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
15. Louise Jaffe, Santa Monica CCD

\* Incumbent

**CCCT 2009 BOARD  
 OFFICIAL BALLOT**

**Vote for no more than seven (7) by checking the boxes next to the names**

**NOMINATED CANDIDATES**

List order based on Secretary of State's February 17, 2009, random drawing

- Cy Gulassa, Peralta CCD
- Janet Chanot, Mendocino-Lake CCD
- Nancy C. Chadwick, Palomar CCD
- Marcia E. Zableckis, Barstow CCD
- Jerry Hart, Imperial CCD
- John Rodgers, Kern CCD
- Douglas W. Otto, Long Beach CCD
- \*Manny Ontiveros, North Orange County CCD
- Jacqueline Simon, MiraCosta CCD
- Christopher Stampolis, West Valley-Mission CCD
- \*Jeanette Mann, Pasadena Area CCD
- Carmen Avalos, Cerritos CCD
- Eva Kinsman, Copper Mountain CCD
- \*Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
- Louise Jaffe, Santa Monica 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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-C

DATE: March 17, 2009

Subject: Recognition of Former Citizens' Bond Oversight Committee Member

Background: Members appointed to the RCCD Measure C Citizens' Bond Oversight Committee are eligible to serve two 2-year terms. Upon completion of their term(s) it is appropriate for the Board of Trustees to officially recognize the contributions and stewardship of these committee members. Through their efforts, the Board of Trustees and the public is assured that public monies approved by voters through the general obligation bond measure in 2004 are spent in accordance with Proposition 39 and the ballot that went before the voters.

In August 2008, committee member Jamil Dada completed his term of service on the Citizens' Bond Oversight Committee. This is the first opportunity that mutual schedule considerations have permitted Mr. Dada to attend a Board of Trustees meeting to be recognized for his four years of service on the Committee.

Recommended Action: It is recommended that the Board of Trustees officially recognize Mr. Dada for his service to the public and to the Riverside Community College District as a member of the RCCD Measure C Citizens' Bond Oversight Committee.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Jim Parsons  
Associate Vice Chancellor  
Public Affairs & Institutional Advancement  
(Staff to Citizens' Bond Oversight Committee)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Report No.: X-D

DATE: March 17, 2009

Subject: Miné Okubo Collection Bequest

Background: The District is the beneficiary of a large bequest of Miné Okubo's artistic estate, including paintings, sketches and papers, the bulk of which is shared between the District and the Japanese American National Museum. The District physically received the bequest this quarter and has received a small grant and is in the process of applying for larger grants to archive the materials and determine the breadth of the work.

Board President Blumenthal has called for the formation of the Miné Okubo Ad Hoc Board Committee, with Mr. Takano as Chair, and Ms. Green as Vice Chair.

Recommended Action: It is recommended that the Board of Trustees ratify the formation of the Miné Okubo Ad Hoc Board Committee with Board Secretary Takano as Chair, and Board Vice President Green as Vice Chair.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff

## The Miné Okubo Centennial Project

The year 2012 will mark the centennial year of the Miné Okubo's birth. A native of Riverside, Ms. Okubo is perhaps the finest of the Japanese American artists hailing from the Nisei generation. She gained national recognition during the 1940's for her Nationally recognized book Citizen 13660, in which she documented her experiences at the Tanforan Assembly Center and the Topaz Relocation Center in Utah, using personal narrative and sketches.

A graduate of RCC, Ms. Okubo thereafter transferred to U.C. Berkeley, where she won a prestigious traveling fellowship to Europe. During her 18 months of travel in pre World War II Paris and the continent, she encountered representatives of European modernism such as Fernand Leger. She then returned to the United States and served as an assistant to famed painter and muralist Diego Rivera While Okubo is known mainly for her chronicling of the Japanese American relocation experience, critical reviews of her body of creative work have increasingly focused on her contribution to American Art and 20<sup>th</sup> Century modernism more generally. (Her work was recently reprinted in Mark Dean Johnson's AT WORK: THE ART OF CALIFORNIA LABOR. In recognition of her artistic career, RCC honored Ms. Okubo with the distinction n "Alumna of the Year" in the early 1970s.

Earlier in this decade, when made aware of Ms. Okubo's failing health, then-Chancellor Salvatore Rotella dispatched former Trustee Grace Slocum and former RCC instructor Mary Curtin to New York City to assemble her oral history. Ms. Okubo expressed her gratitude to RCC's contribution to her artistic and intellectual development in her will.

The District is the beneficiary of a large bequest of Miné Okubo's artistic estate, including paintings, sketches and drawings, the bulk of which is shared between the District and the Japanese American National Museum. Since Ms. Okubo permitted her artwork to be sold only to a select group of collectors, the District now holds the largest fraction of her output. The value of the District's asset is therefore difficult to appraise, as its value may not be fully mature. Critical examination through scholarly research and retrospective shows may increase the value. The market value of an artist's works is subject to a host of variables.

In addition to the art, the District holds some 47 boxes of Okubo's personal papers, including drafts, correspondence, newspaper magazine clippings, photographs and financial documents. Such personal papers are extremely valuable, not only to an understanding of Okubo, but to any historical reconstruction, given the scarcity and incomplete nature of any other extant Japanese American historical collection. So much of this historical material was both deliberately destroyed or lost during World War II when Japanese and Japanese Americans were pressured to dispose of all such personal papers, records, and files. The District's collections may indeed comprise the single largest and most complete body of materials representing mid-century Japanese American history spanning the prewar, wartime, and postwar periods.

While the aesthetic market value of the District's Okubo holdings may not be fully understood for many more years, its historical significance is without doubt. The Japanese American Internment tested our nation's constitutional ideals. A consensus among historians and constitutional scholars is that Japanese American Internment was grave mistake. Remarkably, the United States Congress and President Ronald Reagan established the Civil Liberties Act of 1988, in which the United States Government officially apologized to Japanese Americans interned during WWII and paid surviving internees \$20,000 each. Ms. Okubo's book was among the first publications to bring wider recognition of the injustices done and her later testimony before the Presidential Commission on Wartime Relocation, to which her book served as a prize exhibit, contributed to the successful redress legislation. In recognition of its importance in depicting the camp experience and drawing attention to the injustice, CITIZEN 13660 was awarded the American Book Award in 1984.

Any doubt about the enduring relevance of this chapter in our nation's history is put to rest by the current dilemma our government faces as it looks to address the complexities attendant to the prison in Guantanamo Bay. As our nation faced aggression directly on her own territory, her constitutional ideals were similarly put to the test.

The District's acceptance of the Okubo bequest is a great honor and opportunity. It implies the responsibility of managing and caring for this significant resource, a resource with cultural, artistic, historical, educational, and economic development dimensions.

Accordingly, this committee should recommend to the Board that the District adopt an actionable agenda of which The Mine Okubo Centennial Project can form the core.

This project entails six major objectives, which are not intended to be exclusive, but which form an initial, concrete program of action.

- Making provisions for the cataloguing and proper preservation of the Okubo Collection. An effort is already under way to apply for grants with the National Endowment for the Humanities, among others. The District must work quickly to make the collection available to scholars.
- Planning a major retrospective of Miné Okubo's artwork to be mounted by 2012, hopefully in cooperation with the Japanese American National Museum and other estate beneficiaries.
- Endowing a chair in painting in her honor at the new Riverside School for the Arts through philanthropic efforts.
- Working with the City of Riverside to locate and fund a permanent exhibition space for her work and an archive, perhaps in conjunction with the Harada House and the Riverside School for the Arts. Such a space might also include resident visiting fellows in the arts with fellowships endowed in Ms. Okubo's name. The national significance of the Okubo Collection and The Harada House could command substantial financial investment by the Federal and State governments as well as philanthropic sources. As a public research university, UCR's interest

as a partner should be explored. The Okubo Collection could be the pretext for enhancing the economic Development of Downtown Riverside, adding to the City of the Arts theme.

- Providing for the care and maintenance of future works of Okubo Art that may come into the District's possession. Making the effort now to put in place a commitment care for this collection will provide incentives for members of Mine Okubo's extended family and private collectors of her work to contribute their holdings in the future. Family members have already expressed interest in doing so.
- Mobilizing public support for a postage stamp to be issued in commemoration of Ms. Okubo's contribution to American arts, history, and culture.

This Committee will ask the full Board to authorize the Administration to take all reasonable and appropriate action to achieve the six objectives described above. As such, it is recommended that a single administrator be charged with primary responsibility to oversee this project and make periodic reports to this Committee and the Board. He or she must ensure proper coordination among Chancellor's Office, the office of the City Campus President, and the Foundation. Appropriate discussions must begin with The City of Riverside, The Japanese American National Museum, our federal and state representatives, UCR, etc.