

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
March 16, 2010 – 6:00 p.m. – J.F.K. Middle College High School Commons,
1951 Third Street, Norco, California

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) 222-8801 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.

- I. Approval of Minutes – Regular Meeting of February 16, 2010
Board of Trustees Planning and Operations, Resources,
Governance, and Facilities Committee Meetings of
February 11, 2010

- 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. “Special Presentation – Faces of Success: A Spotlight of Three Norco College Students Participating in Special Funded Programs” –
Dr. Brenda Davis, President, Norco College

 - B. Memorandum of Agreement to Offer a Supplementary Retirement Plan
- Recommend approving the Memorandum of Agreement.
Recommended Action: Request for Approval

 - C. Supplementary Retirement Plan Offer for Academic and Classified Management Employees
- Recommend approving the Supplementary Retirement Plan.
Recommended Action: Request for Approval

D. Supplementary Retirement Plan Offer for Classified Non-Management and Confidential Employees.

- Recommend approving the Supplementary Retirement Plan.

Recommended Action: Request for Approval

E. Proposed Public Agency Retirement Services (PARS) Retirement Incentive

- Recommend adopting a resolution to implement the supplementary retirement plans for faculty, administrative, classified and confidential staff.

Recommended Action: Request for Approval

F. Resolution No. 44-09/10 – Declaration of Intent to Set an Upper Limit to Transportation Fee in Anticipation of the Students of RCCD Passing Said Authorization to Have Transportation Fee Assessed

- Recommend considering the resolution.

Recommended Action: To be Determined

G. Project Labor Agreement

- Recommend approval of the Project Labor Agreement.

Recommended Action: Request for Approval

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 (None)

(d) Extra-Curricular Activities, Academic Year 2009-2010

2. Salary Reclassification

3. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

- b. Classified Personnel
 - 1. Appointments
 - (a) Management/Supervisory (None)
 - (b) Management/Supervisory – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - 2. Leave for Military Reserve Duty
 - 3. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)
 - 4. Request for Childcare Leave Without Pay
 - 5. Request for Health Leave Without Pay
 - 6. Separation
- c. Other Personnel
 - 1. Substitute Assignments
 - 2. Short-term Positions
 - 3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study
- 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 within the approved budget concerning supplies, services, equipment and personnel as requested by administrative personnel.
 - b. Resolutions to Amend Budget

1. Resolution to Amend Budget – Resolution No. 42-09/10 California Community Colleges Initiative for Egypt Phase II
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
- c. Contingency Budget Adjustments (None)
4. Bid Awards
 - a. Bid Award – Sump Pump Installation Project
 - Recommend awarding a bid for the installation of a new sump pump at Norco College.
 - b. Bid Award – Stokoe Playground Installation Project
 - Recommend awarding a bid for the installation of playground equipment at the center.
 - c. Bid Award – Roll Up Door Project
 - Recommend awarding a bid for the project at Norco College.
5. Out-of State Travel
 - Recommend approving out-of-state travel requests.
6. Grants, Contracts and Agreements
 - a. Contracts and Agreements Report Less than \$78,500 – All District Resources
 - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$78,500, pursuant to Public Contract Code Section 20650.
 - b. Lease Agreement with Bell, Orrock and Watase
 - Recommend approving the lease agreement.
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. Notices of Completion
 - Recommend accepting listed projects as complete, approving the execution of the Notices of Completion and authorizing their signature.

- c. Using GSA Schedule for Purchasing – Grounds for Play
 - Recommend approving the use of General Services Administration (GSA) Schedule #6507F-6337A to purchase playground equipment using the current Measure C project budget.

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, 2009 through February 28, 2010.

Information Only

VI. Board Committee Reports

A. Planning and Operations Committee

- 1. Ben Clark Public Safety Training – Center Status Resolution No. 40-09/10
 - Recommend approving the establishment of an Education Center at the Ben Clark Public Safety Training Center.

Recommended Action: Request for Approval

B. Teaching and Learning (None)

C. Resources Committee

- 1. 2010-2011 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 39-09/10
 - Recommend approving the borrowing of additional funds for fiscal year 2010-2011 and the issuance and sale of additional 2010-2011 Tax Revenue Anticipation Notes through the California School Cash Reserve Program.

Recommended Action: Request for Approval

- 2. Citrus Belt Savings & Loan Gallery Architectural Study
 - Recommend approving a project located at the Market Street Properties.

Recommended Action: Request for Approval

D. Governance Committee

- 1. Revised and New Board Policies – Second Reading
 - Recommend accepting Board Policies 2220 and 2310

Recommended Action: Accept for Approval

2. Revised and New Board Policies – First Reading
- Recommend accepting Board Policies 1100 and 6740; and Administrative Procedure 2210
Recommended Action: Accept for Approval

E. Facilities Committee

1. Project Savings Reconciliation
- Recommend approving the adjusted budgets for the projects identified and return the project savings to district Measure “C” funds.
Recommended Action: Request for Approval
2. Moreno Valley Science Laboratories Remodel – Emergency Resolution No. 41-09/10
- Recommend approving emergency resolution, repairs, and an agreement with Coutts Heating and Cooling to commence the work and construction project budget.
Recommended Action: Request for Approval
3. Norco Student Support Center – Change Orders
- Recommend approving the change orders as described in the project Change Order Summary.
Recommended Action: Request for Approval
4. Construction Management Services – Request for Qualification Status Update
- Recommend receipt and review of the construction management firms who will be interviewed and considered for future District projects.
Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

1. Revised Mission Statement for Norco College
- Recommend approving the revised mission statement.
Recommended Action: Request for Approval
2. Revised Mission Statement for Moreno Valley College
- Recommend approving the revised mission statement.
Recommended Action: Request for Approval

VIII. Academic Senate Reports

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

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. Resolution No. 45-09/10 Congratulating and Recognizing Moreno Valley College as the 111th College in the California Community College System
- Recommend adopting resolution.

Recommended Action: Request for Adoption

C. Resolution No. 46-09/10 Congratulating and Recognizing Norco Colleges as the 112th College in the California Community College System
- Recommend adopting resolution.

Recommended Action: Request for Adoption

D. CCCT Board of Directors Election – 2010
- Recommend voting to fill seven vacancies.

Recommended Action: To be Determined

E. Resolution No. 47-09/10 – Resolution for the Board of Trustees in Recognition of John G. Gabbert
- Recommend adopting the resolution recognizing Justice John Gabbert as the Inland Empire Council of the Boy Scouts of America Distinguished Citizen.

Recommended Action: Request for Adoption

XI. Closed Session

- Pursuant to Government Code Section 54957, public employee performance evaluation: Professor.

Recommended Action: To be Determined

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.

Recommended Action: To be Determined

XII. Adjournment

MINUTES OF THE BOARD OF TRUSTEES COMMITTEE MEETINGS
OF FEBRUARY 11, 2010

President Blumenthal called the Board of Trustees meeting to order at 6:00 p.m.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Mrs. Janet Green
Mr. Mark Takano

Trustees Absent

Ms. Mary Figueroa
Mr. Jose Medina
Stephen Bishop, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services
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. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Facility Planning, Design and Construction

President Blumenthal announced that the format of committee meeting agendas will change to include official Board of Trustees items. She advised that Ms. Green will be chairing the Governance Committee in Ms. Figueroa's absence.

Mr. Richard Coz led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Planning and Operations Committee Chair Janet Green convened the meeting at 6:12 p.m. Committee Members in attendance: Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness; Academic Senate Representatives Mr. Lee Nelson (Riverside City College) and Dr. Carol Farrar; (Norco Campus) CSEA Representative: Gustavo Segura (Moreno Valley Campus) and Ms. Tamara Caponetto (Norco Campus)

PLANNING AND OPERATIONS COMMITTEE

Mr. David Kroh, Director, Law Enforcement Training Programs, Public Safety and Education; Mr. Richard Coz, Captain, Riverside County Sheriff's Department and

Update on the Public Safety Education and Training Program and Center Status Planning at the

Commander of Ben Clark Training Center; and Mr. Tony Mecham, Battalion Chief, CAL FIRE provided informational updates that included programmatic initiatives, discussions between Riverside Community College District and its partners: Riverside County, Riverside Sheriff's Department, and CAL FIRE/Riverside County Fire Department, about the process to seek center status and to build a college facility at Ben Clark Training Center. Also, a presentation of the master plan for facilities at BCTC was provided. Discussion followed.

Ben Clark Training Center

Mr. Williams provided a summary to be used as a planning tool identifying appropriations and prioritization of projects, as well as a roadmap for future bond expenditures. Discussion followed.

Capital Program Executive Summary

The committee adjourned the meeting at 8:25 p.m.

Adjournment

The Resources Committee Chair Mark Takano convened the meeting at 8:28 p.m. Committee members in attendance: Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Dr. Sal Soto (Moreno Valley Campus); CSEA Representatives: Mr. Gustavo Segura (Moreno Valley Campus) and Ms. Tamara Caponetto (Norco Campus).

RESOURCES COMMITTEE

Mr. Mark Farrell, Managing Director, Piper Jaffray, and Mr. Brown reviewed Resolution No. 38-09/10 authorizing an increase to the maximum borrowing of funds for fiscal year 2009-2010 to \$25 million; authorizing the additional issuance and sale of 2009-2010 Tax and Revenue Anticipation Notes through the California School Cash Reserve Program; and authorizing the Riverside County Board of Supervisors to issue and sell said note. The Board of Trustees will consider the resolution at the February 16, 2010 meeting. Discussion followed.

2009-2010 Tax and Revenue Anticipation Note (TRAN) – Resolution No. 28-09/10

Ms. Eugenia Vincent, Dean, Student Financial Services, Riverside City College, gave a presentation concerning student financial aid awards and limitations occasionally encountered by students who must cease or reduce employment in order to be fully engaged in some of our more rigorous and high cost programs of instruction. Discussion followed.

Student Financial Aid Packages and High Intensity Instructional Programs

The committee adjourned the meeting at 8:45 p.m.

Adjournment

Board of Trustees Member Janet Green convened the Governance Committee meeting at 8:48 p.m. Committee members in attendance: Academic Senate Representatives: Dr. Sal Soto (Moreno Valley Campus) and Dr. Carol Farrar (Norco Campus); CTA Representative: Dr. Dariush Haghghat (Riverside City College); CSEA Representatives: Mr. Gustavo Segura (Moreno Valley Campus) and Mr. Richard Goldstein (Riverside City College)

GOVERNANCE COMMITTEE

The Committee reviewed revisions to the administrative procedures for the Committees of the Board, AP 2220 and Regular Meetings of the Board, AP 2310. Discussion followed.

Revised and New Board Policies
– First Reading

The committee was adjourned at 8:50 p.m.

Adjournment

Facilities Committee Chair Virginia Blumenthal convened the meeting at 8:52 p.m. Committee members in attendance: Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction; Academic Senate Representatives: Dr. Sal Soto (Moreno Valley Campus) and Dr. Carol Farrar (Norco Campus); CTA Representative: Dr. Dariush Haghghat (Riverside City College); CSEA Representative: Mr. Gustavo Segura (Moreno Valley Campus)

FACILITIES COMMITTEE

Mr. Williams reviewed the proposed Uniform Construction Cost Accounting Act Procedures resolution regarding future construction projects within the District that will be considered by the Board of Trustees on February 16th. Discussion followed.

Uniform Construction Cost
Accounting Act Procedures –
Resolution No. 35-09/10

Mr. Williams led the discussion regarding a proposal to approve the parking structure and surge space – Lion’s Replacement Parking Lot Project budget contingency in an amount not to exceed \$150,000, and Amendment No. 1 with LPA in an amount not to exceed \$125,000 to provide design and engineering services that will be presented to the Board of Trustees on February 16th. Discussion followed.

Moreno Valley Parking
Structure and Surge Space –
Lion’s Replacement Parking Lot

Mr. Williams discussed a proposed change order for the Norco Student Support Center for K.A.R. Construction in the amount of \$8,492.72 that will be presented to the Board of Trustees on February 16th. Discussion followed.

Norco Student Support Center

Mr. Williams discussed a proposed budget augmentation of \$600,000 for interim housing facilities for the Wheelock Gymnasium, Seismic Retrofit Project making the tentative budget total \$19,011,120 and authorizing the use of additional Measure “C” funds that will be considered by the Board on February 16, 2010. Discussion followed.

Wheelock Gymnasium, Seismic Retrofit Project

Mr. Williams reviewed a proposed budget approval for playground equipment/landscape, conversions and modifications to the center in an amount not to exceed \$450,000, and authorizing the use of Measure “C” funds. Discussion followed.

Innovative Learning Center
(formerly Center for Primary Education)

Chancellor Gray gave an oral update on the Project Labor Agreement.

Project Labor Agreement

Mr. Takano and Ms. Green gave an update on the Miné Okubo project.

BUSINESS FROM BOARD
MEMBERS

Mr. Takano gave an update on the RSA project.

The committee adjourned the meeting at 9:35 p.m.

Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF FEBRUARY 16, 2010

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:00 p.m. CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Mrs. Janet Green
Mr. José Medina (arrived at 6:15 p.m.)
Mr. Mark Takano
Mr. Stephen Bishop, Student Trustee

Trustees Absent:

Ms. Mary Figueroa

Staff Present

Dr. Gregory W. Gray, Chancellor
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus (arrived at 6:08 p.m.)
Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus (arrived at 6:25 p.m.)
Ms. Chris Carlson, Chief of Staff
Mr. Aaron Brown, Associate Vice Chancellor, Administration and Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Lisa Conyers, Vice President, Educational Services, Moreno Valley Campus
Dr. Richard Davin, President, Academic Senate, Riverside City College
Dr. Carol Farrar, Vice President, Academic Senate, Norco Campus
Dr. Travis Gibbs, President, Academic Senate, Moreno Valley Campus
Dr. Dariush Haghghat, President, CTA
Mr. Gustavo Segura, President, CSEA

Mr. Daniel Rosales-Siordia, student, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the minutes of the regular meeting of January 26, 2010. Motion carried.
(4 ayes, 1 absent [Figueroa])

MINUTES OF THE SPECIAL MEETING OF JANUARY 26, 2010

CHANCELLOR'S REPORTS

Presentations

Dr. Conyers recognized Director Dansby Sturdivant and the Moreno Valley Campus Gospel Singers who performed two songs for the Board of Trustees and audience.

“Special Presentation – Recognition of Moreno Valley Gospel Singers – Dr. Monte Perez, President, Moreno Valley Campus

Mr. Stephen Bishop presented the report about recent and future student activities at the Moreno Valley and Norco Campuses and Riverside City College.

STUDENT REPORT

Mr. Raul Guedea, Jr., Mr. Pete Saucedo, Mr. Eric Christen, Mr. Francis Joseph Tokarz, Mr. Antoine Stewart, Mr. Steven Hare, Ms. Angela Rayfield, and Mr. Glenn Rowden commented on the Project Labor Agreement.

COMMENTS FROM THE PUBLIC

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. 44)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$6,291,252 and District Warrant Claims totaling \$6,138,772; (Appendix No. 45)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented; (Appendix No. 46)

Budget Adjustments

Approve adding the revenue and expenditures of \$310,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 32-09/10 2009-2010 CTE Community Collaborative Project

Approve adding the revenue and expenditures of \$79,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 33-09/10 2009-2010 CTE Community Collaborative Project - Supplemental

Approve adding the revenue and expenditures of \$35,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 34-09/10 2009-2010 Entrepreneurship Career Pathways Project - CITD

Approve adding the revenue and expenditures of \$35,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 36-09/10 2009-2010 Entrepreneurship Career Pathways Project - SBDC

Approve adding the revenue and expenditures of \$42,483 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 37-09/10 2009-2010 Community Learning in Partnership (CLIP) Planning Grant

Award the bid for the Exterior Sealant Replacement project, Norco Campus, in the total amount of \$29,500 to FMP Contractors and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Bid Award – Exterior Sealant Replacement Project

Award the bid for the Music Building HVAC Replacement project in the total amount of \$338,952 to Air-Ex and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Bid Award – Music Building HVAC Replacement Project

Grant out-of-state travel requests; (Appendix No. 47)

Out-of-State Travel

Ratify the contracts totaling \$415,992; (Appendix No. 48)

Contracts and Agreements Report Less than \$78,500 – All District Resources

Declare the listed property 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; (Appendix No. 49)

Surplus Property

Approve the substitution of Pacific Builders in place of Applied Roofing as the roofing subcontractor for the Riverside Aquatics Complex project, located at Riverside City College, for no additional cost to the Substitution of Subcontractor agreement with Pacific Builders;

Riverside Aquatics Complex – Subcontractor Substitution

Accept the projects listed as complete; approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the Notices. (Appendix No. 50)

Notices of Completion

Motion carried. (4 ayes, 1 absent [Figueroa])

Information

In accordance with Board Policy 1042, the Chancellor has accepted the resignations of Ms. Renata Ballard, college nurse, effective January 4, 2010, and Mr. Terrence Pratt, student financial services support specialist, effective February 12, 2010.

Separations

The Board received the summary of financial information for the period July 1, 2009 through January 31, 2010.

Monthly Financial Report

The Board received the summary report on Measure C general fund obligation bond financial activity through the period ended January 31, 2010.

Measure C Project
Commitments Summary

BOARD COMMITTEE REPORTS

Resources

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve Resolution No. 38-09/10 authorizing an increase to the maximum borrowing of funds for fiscal year 2009-2010 to \$25 million; authorizing the additional issuance and sale of 2009-2010 Tax and Revenue Anticipation Notes through the California School Cash Reserve Program; authorizing the Riverside County Board of Supervisors to issue and sell said note; and authorizing the Board's President, Secretary, District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents. Motion carried. (4 ayes, 1 absent [Figueroa])

2009-2010 – Tax and Revenue
Anticipation Note (TRAN)
Maximum Borrowing
Authorization Increase –
Resolution No. 38-09/10

Governance Committee

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees accept for first reading Administrative Procedures 2220 and 2310. Motion carried. (4 ayes, 1 absent [Figueroa])

Revised and New Board Policies
– First Reading

Facilities Committee

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees adopt the Uniform Construction Cost Accounting Act Procedures – Resolution No. 35-09/10 for future construction projects within Riverside Community College District. Motion carried. (4 ayes, 1 absent [Figueroa])

Uniform Construction Cost
Accounting Act Procedures –
Resolution No. 35-09/10

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the Moreno Valley Parking Structure and Surge Space – Lion’s Replacement Parking Lot budget in an amount not to exceed \$150,000 using the Moreno Valley Parking Structure and Surge Space project budget contingency; approve Amendment No. 1 with LPA in an amount not to exceed \$125,000 to provide design and engineering services for the Moreno Valley Parking Structure and Surge Space – Lion’s Replacement Parking Lot; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (4 ayes, 1 absent [Figueroa])

Moreno Valley Parking
Structure and Surge Space

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the Change Order for the Norco Student Support Center for K.A.R. Construction in the amount of \$8,492.72; and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order. Motion carried. (4 ayes, 1 absent [Figueroa])

Norco Student Support Center

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the budget augmentation of \$600,000 for interim housing facilities for the Wheelock Gymnasium, Seismic Retrofit Project making the tentative budget total \$19,011,120; and authorize the additional use of Measure “C” funds. Motion carried. (4 ayes, 1 absent [Figueroa])

Wheelock Gymnasium, Seismic
Retrofit Project

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the budget for playground equipment/landscape, conversions and modifications to the Innovative Learning Center (formerly Center for Primary Education) in an amount not to exceed \$450,000, and authorize the use of Measure “C” funds. Motion carried. (4 ayes, 1 absent [Figueroa])

Innovative Learning Center
(formerly Center for Primary
Education)

The Board adjourned for a recess at 7:00 p.m. and reconvened at 7:20 p.m.

RECESSED/RECONVENED

The Board received for information the minutes from the January 19, 2010 Board of Trustees Facilities, Planning and Operations, Teaching and Learning, and Resources Committee meetings.

Board of Trustees Committee
Meeting Minutes

ACADEMIC SENATE REPORTS

Dr. Gibbs presented the report on behalf of the Moreno Valley Campus.

Moreno Valley Campus

Dr. Farrar presented the report on behalf of the Norco Campus.

Norco Campus

Dr. Davin presented the report on behalf of the Riverside City College.

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teacher’s Association

Mr. Gustavo Segura, President, CSEA, presented the report on behalf of the CSEA.

CSEA – California School Employees

The Board of Trustees adjourned the meeting to closed session at 7:45 p.m., pursuant to Government Code Section 54957, public employee discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session at 8:45 p.m., announcing that:

RECONVENED TO OPEN SESSION

Upon motions made in closed session, the Board voted unanimously that pursuant to the provisions of California Education Code Section 72411(b): the Associate Vice Chancellor Student Services and Operations; Moreno Valley Campus Dean, Student Services; Dean, Riverside School for the Arts; and the Riverside City College Dean, Student Services, be given notice that they will not be reemployed in their administrative positions with the District for the 2010-2011 academic year and directs the Vice Chancellor of Diversity and Human Resources to send the appropriate notices. Motions carried. (4 ayes, 1 absent [Figueroa])

The Board voted in closed session that pursuant to the provisions of California Education Code Sections 87607, 87608.5(a) and 87610(a), not to renew the probationary contract of Interpretive Events Coach in Forensics/Assistant Professor, Speech Communications as an academic employee for the 2010-2011. Motion carried. (3 ayes, 1 abstention [Blumenthal]), 1 absent [Figueroa])

The Board voted in closed session that pursuant to the provisions of California Education Code Sections 87607, 87608.5(a), and 87610(a), not to renew the probationary contract of Debate Coach in Forensics/Assistant Professor Speech Communications, as an academic employee for the 2010-2011 academic year and directs the Vice Chancellor of Diversity and Human Resources to send the notice pursuant to Education Code, Section 87610(a). Motion carried. (3 ayes, 1 abstention [Blumenthal], 1 absent [Figueroa])

The Board voted unanimously in closed session that pursuant to the provisions of California Education Code Sections 87607, 87608(a), and 87610(a), not to renew the probationary contract of Assistant Professor, Digital Arts, as an academic employee for the 2010-2011 academic year and directs the Vice Chancellor of Diversity and Human Resources to send the notice Pursuant to Education Code, Section 87610(b). Motion carried. (4 ayes, 1 absent [Figueroa])

The Board voted unanimously in closed session that pursuant to the provisions of California Education Code Sections 87607, 87609(b) and 87610(a), not to renew the probationary contract of Assistant Professor, English, as a tenured academic employee for the 2010-2010 academic year and directs the Vice Chancellor of Diversity and Human Resources to send the notice pursuant to Education Code, Section 87610(b). Motion carried. (4 ayes, 1 absent [Figueroa])

The Board adjourned the meeting at 8:55 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-B

Date: March 16, 2010

Subject: Memorandum of Agreement to Offer a Supplementary Retirement Plan

Background: Attached for the Board's review and consideration is a Memorandum of Agreement between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA with details of the plan to offer a Supplementary Retirement Plan for Faculty. The plan contains similar features as the plan offered in 2007 and would not require a minimum number of faculty retirees.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Agreement between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA and authorize the Chancellor to sign the Agreement.

Gregory W. Gray
Chancellor

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

Riverside Community College District
and
Riverside Community College District Faculty Association
CCA/CTA/NEA

Memorandum of Agreement

The Riverside Community College District (District) and the Riverside Community College District Faculty Association agree to offer a Supplementary Retirement Plan based on the following:

1.0 Eligibility

- 1.1 Those Faculty members who:
- a) Are employed by the District as of March 16, 2010;
 - b) Are age 55 with 10 or more years of full-time equivalent District service as of June 30, 2010; or December 31, 2010 and
 - c) Have resigned from District employment after completion of the 2009-2010 academic year, on or before June 30, 2010; or completion of the fall term for 2010-2011, on or before December 31, 2010.

2.0 Incentive Payments

- 2.1 Regarding the basic incentive under this plan:
- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
 - b) For Faculty the sum of the contributions shall equal 80% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2010	16.00%
July 10, 2011	16.00%
July 10, 2012	16.00%
July 10, 2013	16.00%
July 10, 2014	16.00%
Total Contributions	80.00%

- c) For purposes of this plan, Final Pay shall be defined as the 2009-10 Contract Salary multiplied by the participant's current FTE (full-time equivalence).
- d) The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant.

2.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:

- a) Joint-and-survivor payments; and
- b) Lifetime with a ten (10) year guarantee; and
- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

2.3 The amount of monthly cash payment shall be fixed upon May 28, 2010 and shall not be subject to increase thereafter.

2.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon May 28, 2010 and shall not be subject to change thereafter.

2.5 Participants shall not have a cash option to the employer 403(b) contributions.

2.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.0 Contract Administrator

3.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.0 Retiree Health Benefits

4.1 The District will continue to offer Retiree Health Benefits consistent with BP 7380.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-C

Date: March 16, 2010

Subject: Supplementary Retirement Plan Offer for Academic and Classified Management Employees

Background: Attached for the Board's review and consideration is a Supplementary Retirement Plan offer for Academic and Classified Management employees. The plan contains similar features as the plan offered in 2007 and would not require a minimum number of retirees.

Recommended Action: It is recommended that the Board of Trustees approve the Supplementary Retirement Plan for Academic and Classified Management employees.

Gregory W. Gray
Chancellor

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

Riverside Community College District
Academic and Classified Management Employees
Supplementary Retirement Plan for 2009-2010

The Riverside Community College District (District) proposes to offer a Supplementary Retirement Plan to academic and classified management employees based on the following:

1.0 Eligibility

1.1 Those academic and classified management employees who:

- a) Are employed by the District as of March 16, 2010;
- b) Are age 55 with 10 or more years of full-time equivalent District service as of June 30, 2010; or December 31, 2010 and
- c) Have resigned from District employment after completion of the 2009-2010 academic year, on or before June 30, 2010; or completion of the fall term for 2010-2011, on or before December 31, 2010.

2.0 Incentive Payments

2.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
- b) For Academic/Classified Management the sum of the contributions shall equal 80% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2010	16.00%
July 10, 2011	16.00%
July 10, 2012	16.00%
July 10, 2013	16.00%
July 10, 2014	16.00%
Total Contributions	80.00%

- c) For purposes of this plan, Final Pay shall be defined as the 2009-10 Contract Salary multiplied by the participant's current FTE (full-time equivalence).
- d) The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant.

2.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:

- a) Joint-and-survivor payments; and
- b) Lifetime with a ten (10) year guarantee; and
- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

2.3 The amount of monthly cash payment shall be fixed upon May 28, 2010 and shall not be subject to increase thereafter.

2.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon May 28, 2010 and shall not be subject to change thereafter.

2.5 Participants shall not have a cash option to the employer 403(b) contributions.

2.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.0 Contract Administrator

3.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.0 Retiree Health Benefits

4.1 The District will continue to offer Retiree Health Benefits consistent with BP 7380.

5.0 Enrollment Deadline and Requirements

5.1 There is no requirement for a minimum level of participation for the retirement incentive to be accepted by the District.

5.2 As of the enrollment deadline of May 28, 2010, resignations of participants are irrevocable and may not be rescinded.

- 5.3 Participation in the retirement incentive requires:
- a. Submission of required PARS enrollment materials and District Letter of Retirement to PARS by May 28, 2010;
 - b. Resignation from District employment effective after completion of the 2009-2010 academic year, on or before June 30, 2010; or completion of the fall term for 2010-2011, on or before December 31, 2010.
- 5.4 Participating employees shall not return to the District under a full-time contract or as a full-time employee without forfeiting their PARS benefit.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-D

Date: March 16, 2010

Subject: Supplementary Retirement Plan Offer for Classified Non-Management and Confidential Employees

Background: Attached for the Board's review and consideration is a Supplementary Retirement Plan offer for Classified Non-Management and Confidential employees. The plan contains similar features as the plan offered in 2007 and would not require a minimum number of retirees.

Recommended Action: It is recommended that the Board of Trustees approve the Supplementary Retirement Plan for Classified Non-Management and Confidential employees.

Gregory W. Gray
Chancellor

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

Riverside Community College District
Classified Non-Management/Confidential Employees
Supplementary Retirement Plan for 2009-2010

The Riverside Community College District (District) proposes to offer a Supplementary Retirement Plan to classified non-management and classified confidential employees based on the following:

1.0 Eligibility

- 1.1 Those classified non-management and classified confidential employees who:
- a) Are employed by the District as of March 16, 2010;
 - b) Are age 55 with 10 or more years of full-time equivalent District service as of June 30, 2010; or December 31, 2010 and
 - c) Have resigned from District employment after completion of the 2009-2010 academic year, on or before June 30, 2010; or completion of the fall term for 2010-2011, on or before December 31, 2010.

2.0 Incentive Payments

- 2.1 Regarding the basic incentive under this plan:
- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
 - b) For classified non-management and classified confidential employees the sum of the contributions shall equal \$12,000 according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2010	\$2,400.00
July 10, 2011	\$2,400.00
July 10, 2012	\$2,400.00
July 10, 2013	\$2,400.00
July 10, 2014	\$2,400.00
Total Contributions	\$12,000.00

- c) The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant.

2.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:

- a) Joint-and-survivor payments; and
- b) Lifetime with a ten (10) year guarantee; and
- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

2.3 The amount of monthly cash payment shall be fixed upon May 28, 2010 and shall not be subject to increase thereafter.

2.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon May 28, 2010 and shall not be subject to change thereafter.

2.5 Participants shall not have a cash option to the employer 403(b) contributions.

2.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.0 Contract Administrator

3.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.0 Retiree Health Benefits

4.1 The District will continue to offer Retiree Health Benefits consistent with BP 7380.

5.0 Enrollment Deadline and Requirements

5.1 There is no requirement for a minimum level of participation for the retirement incentive to be accepted by the District.

5.2 As of the enrollment deadline of May 28, 2010, resignations of participants are irrevocable and may not be rescinded.

- 5.3 Participation in the retirement incentive requires:
- a. Submission of required PARS enrollment materials and District Letter of Retirement to PARS by May 28, 2010;
 - b. Resignation from District employment effective after completion of the 2009-2010 academic year, on or before June 30, 2010; or completion of the fall term for 2010-2011, on or before December 31, 2010.
- 5.4 Participating employees shall not return to the District under a full-time contract or as a full-time employee without forfeiting their PARS benefit.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-E

Date: March 16, 2010

Subject: Proposed Public Agency Retirement Services (PARS) Retirement Incentive

Background: Attached for the Board's review and consideration is Resolution No. 43-09/10, PARS Supplementary Retirement Plan. This Resolution has been prepared to implement the proposed golden handshake for faculty, management, classified and confidential staff. An Agreement for Administrative Services between PARS and the District is attached.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 43-09/10, for the attached Agreement for Administrative Services with Phase II Systems dba Public Agency Retirement Services to implement the supplementary retirement plans for faculty, administrative, classified and confidential staff and authorize the Vice Chancellor, Administration and Finance to sign implementing documents.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BOARD RESOLUTION #43-09/10

Public Agency Retirement Services (PARS) Retirement Incentive

WHEREAS, it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS, there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS, Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS, the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective March 16th, 2010; and
2. In order for the District to reach stated fiscal goals, a minimum number of participants must enroll in the retirement incentive plan. If a minimum is not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Vice Chancellor, Administration & Finance, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

Mark Takano, the Secretary of the Board of Trustees of the Riverside Community College District of Riverside County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 16th of March, 2010, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2010.

Secretary of the Board

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this 16th day of March, 2010, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter “PARS”) and the Riverside Community College District (“Agency”).

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the “Plan”), for the benefit of Agency’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency’s providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a

reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.
11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into

effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Riverside Community College District; 4800 Magnolia Avenue, Riverside, CA 92506; Attention: Vice Chancellor, Administration & FinanceNotices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning March 16th, 2010 and ending March 15th, 2015 ("Term"). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of

any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

20. Attorney's Fees. In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. Counterparts. This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. Effective Date. This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. Further Acts. The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement as shall be required by PARS and /or the Custodian.

AGENCY:

BY: _____

TITLE: Vice Chancellor, Administration & Finance

DATE: _____

PARS: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT 1A SERVICES

PARS will provide the following services for the Riverside Community College District:

1. Plan Consultation Services:
 - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
 - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
 - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
 - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.
2. Plan Installation Services:
 - (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.
3. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
 - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
 - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
 - (D) Producing benefit illustrations and processing enrollments;
 - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.
4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$5,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORT

Report No.: II-F

Date: March 16, 2010

Subject: Resolution No. 44-09/10 – Declaration of Intent to Set an Upper Limit to Transportation Fee in Anticipation of the Students of RCCD Passing Said Authorization to Have Transportation Fee Assessed

Background: AB774 Community Colleges: Transportation Fees was passed by the state Legislature and signed by the Governor on October 11, 2009. If passed by a voting majority of Riverside Community College District students, this bill provides for the authorization of a Transportation Fee to be imposed by the governing board of the community college system. The following resolution proposes limits to this fee and sets the full and part-time student load to determine assessment of this fee.

Recommended Action: It is recommended that the Board of Trustees consider the resolution.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION No. 44-09/10

RESOLUTION OF THE BOARD OF TRUSTEES DECLARING
THEIR INTENT TO SET AN UPPER LIMIT TO TRANSPORTATION
FEE IN ANTICIPATION OF THE STUDENTS OF RCCD PASSING SAID AUTHORIZATION TO HAVE
A TRANSPORTION FEE ASSESSED

WHEREAS, AB 774 (Cook) Community Colleges: Transportation Fees was passed by the state Legislature and signed by the Governor on October 11, 2009; and

WHEREAS, AB 774 provides for the authorization of a Transportation Fee to be imposed by the governing board of the community college system, by simple majority approval of the students of the community college district; and

WHEREAS, AB 774 provides for the passage and adoption of a Transportation Fee by the governing board of the community college district, with the fee based upon an agreement entered into by the college district and locally involved public transportation agency; and

WHEREAS, under state law, RCCD's upper limit to this fee can be no more than fifty dollars (\$50.00) annually; and

WHEREAS, the students of Riverside Community College District are having an election to the authorization of a Transportation Fee on March 31, 2010 and April 1, 2010 with no fee limit set outside of the state limit; and

WHEREAS, the governing board of the Riverside Community College District cannot formally approve or adopt a Transportation Fee until the students vote to authorize a Transportation Fee; and

WHEREAS, the governing board of the Riverside Community College District understands the benefit of a transportation program to the students and community, but find the need to balance benefit with costs to the students of the district;

NOW, THEREFORE, BE IT UNDERSTOOD that the Board of Trustees of the Riverside Community College District hereby resolve that:

Section 1: Should the students vote on March 31, 2010 and April 1, 2010 to allow the Board of Trustees to assess a transportation fee for all students, it is the intent that the board will not consider a transportation fee of over \$5.50 for full-time students per fall, spring and summer terms (totaling no more than \$16.50/academic year).

Section 2: The Board will not consider a fee that does not include pro-rated fee for part time students, and in assessing this fee, the Board will consider students enrolled in anything above 6 units as full-time students, and students enrolled in 6 units or less as part-time students.

PASSED AND ADOPTED this 16th day of March 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

President of the Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORT

Report No.: II-G

Date: March 16, 2010

Subject: Project Labor Agreement

Background: At the December 15, 2009 meeting of the Board of Trustees, a draft Project Labor Agreement (PLA) came before the Board for consideration. After discussion, the Board directed the Chancellor to enter into negotiations with the labor union(s) on a final PLA and bring it back to the Board for approval. Since that time, the Chancellor has met with various individuals from the Inland Empire who represent non-union contractors and the representative(s) for the labor unions. As a result of those meetings, the attached PLA document is before the Board for consideration and approval.

Recommended Action: It is recommended that the Board of Trustees approve the Project Labor Agreement.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MEASURE "C" FACILITIES
PROJECT LABOR AGREEMENT

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
MEASURE "C" FACILITIES
PROJECT LABOR AGREEMENT

Purpose. It is the purpose and intent of the parties to this PLA to make every cooperative effort to achieve the timely, safe and economical construction of the facilities designated as the Project, to provide the opportunities and programs for the District's residents and local businesses to participate in the Project.

This Project Labor Agreement (hereinafter "PLA") is entered into this 1st day of April, 2010, by and between the Riverside Community College District, its successors or assigns (hereinafter "District") and the Riverside/San Bernardino Counties Building and Construction Trades (hereinafter "Council"), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "Unions"). This PLA establishes the labor relations Policies and Procedures for the District, the Contractors awarded contracts for Project Work and for the craft persons employed by the Contractors and represented by the Unions while engaged in the Project Work defined in Section 2.2.

It is understood by the Parties to this PLA that if it is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this PLA, directly or through the Letter of Assent (Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this PLA in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District for this Project.

It is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory parties, the Contractors and craft persons working under it, and the residents and taxpayers of the District. The District shall hire a PLA Administrator to act as

consultant to the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purpose of the Parties and this PLA; and to otherwise implement and administer the PLA. For such purposes, each Contractor recognizes and appoints the PLA Administrator, its successors or assigns, as its agent; and together with the District and the Unions, the PLA Administrator shall be considered a “negotiating party” of this Agreement. The District, as it sees fit, shall have the exclusive right to retain or dismiss the PLA Administrator. The PLA Administrator shall not have the right to expand, terminate or modify this Agreement without the express written approval of the District.

The term “Project Work” as used in this PLA includes all construction work undertaken on behalf of the District as specifically defined in Section 2.2.

The term “Contractor” as used in this PLA includes any Contractor to whom the District awards a construction contract for Project Work, and also to subcontractors, of whatever tier, utilized by such Contractors for Project Work. The term “Contractor” includes any individual, firm, partnership/corporation, or combination thereof, including joint ventures, which have entered into a contract with the District with respect to the Project Work or with another Contractor as a subcontractor for Project Work.

The term “Local Businesses” as used in this PLA shall be defined as those businesses having either their principal office, or functioning within the Riverside and San Bernardino Counties (as defined by the zip codes listed on “Attachment B”), and actively engaged in their principal line(s) of business within the Riverside and San Bernardino Counties on the date this PLA was entered into, or for six months prior to the award of covered work. Priority of business focus will be for Riverside County businesses.

The Union and all Contractors agree to abide by the terms and conditions of this PLA and that this PLA represents the complete understanding of the parties. No

Contractor is or will be required to sign or otherwise become a party to any other collective bargaining Agreement with a signatory Union as a condition of performing work within the scope of this Agreement. No practice, understanding or Agreement between a Contractor and a Union party which is not specifically set forth in this PLA shall be binding on any third party Contractor or Union on Project Work unless endorsed in writing by the PLA Administrator.

The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this PLA should be construed as including both genders and not as gender limitations unless the PLA clearly requires a different construction. Further, the use of Article titles and or Section headings are for information only, and carry no legal significance.

ARTICLE I

Intent

Section 1.1 Background. It is intended that Project Work improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology, academic classrooms/laboratories; expand public safety, emergency medical services and healthcare training facilities; improve campus infrastructure, and repair, construct, equip sites and facilities. With this PLA, the parties have established a framework for fair wages, hours and working conditions through which these goals may be achieved and which will permit the utilization of the most modern (LEED Certified), efficient and effective procedures for construction, assure a sufficient supply of skilled craft persons, and reduce or eliminate the causes of disruptions or interference with Project Work.

It is critical to the citizens of the District, the taxpayers, the administration, employees, faculty and students of the District and the State of California that the Project Work be completed in as timely and economical manner as possible; that the Project Work provide employment opportunities for residents of the District, as well as opportunities for students and graduates of the District to enter the construction industry through pre-apprenticeship and apprenticeship programs sponsored by parties to this PLA, and increase business opportunities for all local businesses; and that this PLA facilitate the achievement of these goals.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents. The construction work scheduled to be performed as part of the Project Work will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the parties to this PLA to use the opportunities provided by the extensive amount of work to be covered on these Projects to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal state-approved Apprenticeship and/or training Programs or outreach programs to the community describing opportunities available as a result of the Project Work), for involvement of District residents in the construction industry, assist them in entering the construction trades, and through utilization of state-approved Apprenticeship and/or training programs, provide training opportunities for those residents and students and graduates of the District wishing to pursue a career in construction. Further, with assistance of the PLA Administrator, the District, the Contractors and the Unions, will work together to develop and implement promptly procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the demand of the Project Work to be undertaken.

Section 1.3 Encouragement of Local Businesses. The Project Work will provide many opportunities for local businesses to participate as Contractors or

suppliers, and the parties agree that they will cooperate with all efforts of the District, the PLA Administrator, and any other organizations retained by the District for the purpose of encouraging and assisting the participation of District businesses in Project Work. Each party agrees that it shall employ demonstrable efforts to encourage participation in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a public works project, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage local residents for participation in state-approved Apprenticeship and/or training Programs and employment on the Project Work through the referral programs sponsored and/or supported by the parties to this PLA.

Section 1.4 Project Work Cooperation. The construction to take place under this PLA involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that, with multiple Contractors and crafts performing Project Work over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation and with an overriding commitment to maintain the continuity of Project Work.

Section 1.5 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project Work and to maintain a spirit of harmony, labor-management peace and stability during the term of the PLA, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns, or interruption or disruption of Project Work, and the Contractors agree not to engage in any lockout.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply and is limited to all new construction, rehabilitation and/or renovation work for the development of the District's facilities and infrastructure components that has a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used, and performed by those Contractor(s), of whatever tier, that have contracts awarded for such work more than thirty (30) days after the effective date of this Agreement.

Section 2.2 Specific Facilities/Construction Contained in the Project. The Project is defined and limited to all new construction, rehabilitation and renovation work, which shall include, when an integral part of the Project Work, demolition and/or site clearing and hazard abatement work for all future Project Work with a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used.

Section 2.3 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

- (a) Work of Contractors' non-manual employees, including, but not limited to superintendents; supervisors; staff engineers; quality control and quality assurance personnel; time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional engineering, administrative, supervisory and management employees;
- (b) Equipment and machinery owned or controlled and operated by the District;
- (c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and

the movement of materials or goods between locations on a Project site, are within the scope of this Agreement;

(d) All employees of the District, PLA Administrator, design teams (including, but not limited to architects, engineers, and master planners), and any other consultants for the District (including, but not limited to, program or Project managers, construction managers and their employees, building/construction inspectors, field soils and materials testers/inspectors, where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA; provided, however, that it is understood and agreed that Building/Construction Inspectors and Field Soils and Material Testers (inspectors) as defined in the State of California wage determination for that craft are covered under the PLA when employed by a construction Contractor and engaged on the Project site in Project related work. Nothing in this section will be construed to include inspectors certified by the Department of State Architects within the scope of this Agreement;

(e) Any work performed on or near or leading to or into a site of Project Work and undertaken by state, county, or other governmental bodies, or their agents or Contractors, or by public utilities, or their Contractors; and/or by the District, or its Contractors, work for which is not within the scope of this PLA;

(f) Maintenance of leased equipment and on-site supervision of such work;

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturers' or vendors' warranty or guaranty;

(h) Non-construction support services contracted by the District, District Consultants, PLA Administrator, or a Contractor in connection with this Project;

(i) All work by employees of the District or its Contractors involving general maintenance and/or repair and/or cleaning work, except as specifically covered by this PLA; and

(j) Laboratory work for testing.

Section 2.4 Awarding of Contracts.

(a) The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any Agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this PLA, shall be required to accept and be bound by the terms and conditions of this PLA, and shall evidence their acceptance by the execution of the PLA, or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the PLA or Letter of Assent as executed by it to the PLA Administrator and to the Building and Construction Trades Council 48 hours before the commencement of Project Work, or within 48 hours after the award of the Project Work to that Contractor or subcontractor, whichever occurs later.

Section 2.5 Coverage Exception. The parties agree and understand that this PLA shall not apply to any work that would otherwise be covered Project Work when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not provide this funding if such Project Work is covered by this Agreement, or a law, regulation, proposition or measure prohibits such coverage or the use by the District or for its benefit, of particular funds, if such coverage exists. The District agrees that it will make every effort with any such governmental agency or

granting authority to permit the implementation of this Agreement with regard to Project Work that the agency or authority may be partially or fully funding.

Section 2.6 Schedule A's.

(a) The provisions of this Agreement, including the Schedule A's, which are the local collective bargaining Agreements of the signatory Unions having jurisdiction over the work on the Project, as such, may be changed from time-to-time consistent with Section 21.3, and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national Agreement which may conflict with or differ from the terms of this Agreement. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provision of the Schedule A shall prevail. Any dispute as to the applicable source between this PLA and any Schedule A for determining the wages, hours or working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone Agreement and by virtue of having become bound to this PLA, a Contractor will not be obligated to sign any other local, and/or national collective bargaining Agreement as a condition of performing work within the scope of this PLA; provided, however, that the Contractor will be required to sign uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make a contribution under this PLA as a result of his employment of persons working within the craft for which the trust fund provides coverage; but provided further, however, that the Contractor shall have no obligation to execute a Participation Agreement that binds, or attempts to bind the Contractor beyond the terms and conditions of this PLA and/or expand the Contractor's obligation to make contributions pursuant thereto. It shall be the responsibility of the prime Contractor to have each of its subcontractors of whatever

tier sign the documents with the appropriate craft Union funds prior to the subcontractor beginning Project Work.

Section 2.7 Binding Signatories Only. This PLA shall be binding only on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 2.8 Other District Work. This PLA shall be limited to the new construction, rehabilitation and renovation work, which shall include, when an integral part of the Project Work, demolition and/or site clearing and hazard abatement work for all future Project Work with a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used. Nothing contained herein shall be interpreted to prohibit, restrict or interfere with the performance of any other operation, work or function not covered by this PLA which may be performed by District employees or contracted for by the District for its own account on its property or in and around a Project site.

Section 2.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or PLA Administrator and/or any Contractor or consultant.

Section 2.10 Completed Project Work. As areas of covered work are accepted by the District, this PLA shall have no further force or effect on such items or areas except where the Contractor is directed by the District, or its representatives, to engage in repairs, modifications, check-out and/or warranty functions required by its contract(s) with the District.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Sections 3.10 and 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 3.3 Referral Procedures.

(a) For signatory Unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal and non-discriminatory employment opportunities. All hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of residents in Riverside County first and then to San Bernardino County (those zip codes listed in Attachment B), and utilization of Local Businesses (Riverside and San Bernardino Counties) on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirement of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce and meet apprenticeship ratios. The local Unions will work with their affiliated regional and national Unions, and jointly with the PLA Administrator and any others designated by the District, to identify and refer competent crafts persons as needed for Project Work, and to identify residents of the District for entrance into Joint Labor/Management Apprenticeship Programs, or for participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction, renovation and rehabilitation work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other employer.

Section 3.3.1 Employment of Local Residents

In recognition of the district's mission to serve the District and its local residents, the Unions and contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualification, residents of the Riverside and San Bernardino Counties shall be first referred for Project Work, including journeyman, apprentice, or other positions which may be established under a Schedule A and covered by applicable prevailing wage for utilization on Project Work, until at least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce"), by craft, have been filled with residents of the Riverside and San Bernardino Counties.

The PLA Administrator shall work with the Unions and contractors in the administration of this local residency preference; and the contractors and Unions shall cooperate by

maintaining adequate records to demonstrate to the PLA Administrator that such preferences have been pursued.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting.

There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

Section 3.5 Core Employees. The Parties recognize and support the District's commitment to provide opportunities for all businesses to participate on the Project. In furtherance of this commitment, the Parties agree that a Contractor who is not a party to a current collective bargaining Agreement with a signatory Union shall have the opportunity to employ its experienced core employees on this Project, and that, therefore,

(a) A Contractor or subcontractor may directly employ, as needed, first a member of its core work force, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, than a second employee through the referral system, and so on until the Contractor reaches the maximum of six (6) core employees. Subsequently, such Contractor may employ "core employees to maintain a 15% "core employee ratio, up to a maximum of 75 employees, per Contractor, by craft. Thereafter, all additional employees in the affected trades or craft shall be hired exclusively from the "hiring hall out-of-work list". On layoff, the reverse process shall be followed.

(b) A Contractor's core workforce is comprised of those employees:

- (i) whose names appeared on the Contractor's active payroll for fifty of the one hundred working days before award of Project Work to the Contractor;

(ii) who possesses any license/certifications required by State or Federal Law for the Project work to be performed.

(c) A Contractor desiring to use its core employees on the Project must identify them at the time it receives the Notice to Proceed, and provide proof of their eligibility to the PLA Administrator, who shall provide such proof to the Council at its request.

Section 3.6 Time for Referral. If any Union's referral system does not fulfill the requirements for specific classifications of covered employees requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source.

Section 3.7 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.8 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this PLA. All employees shall, however, be required to comply with the Union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work. This includes rendering payment of the applicable monthly working dues and any non-initiation or application fees uniformly required of members in the Union.

Section 3.9 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project;

provided, however, that group and/or classification seniority in a Union's Schedule A as of the effective date of this Agreement, shall be recognized for purposes of layoffs.

Section 3.10 Foremen. The selection and number of craft foremen and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractors.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to the Project site, provided they do not interfere with the work of employees and further provided such representatives fully comply with posted visitor, security and safety rules, including checking/signing in with the Contractor representatives on site and with the appropriate construction manager, if present on the site, prior to entering into the Project construction area(s).

Section 4.2 Stewards.

(a) As part of the referral process of Article 3, above, each signatory local Union shall have the right to designate a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective craft.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if

applicable, subcontractor(s), and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-continuous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor may request to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The involved Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this PLA, the Union agrees the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this PLA.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this PLA.

Section 5.2 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A, and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, provided, however, that the Contractor and Union agree that only such bonafide benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions for each benefit shall not exceed the amounts specified for such in the applicable prevailing wage determination.

Unless otherwise required by law, Contractors who have fringe benefits for their core workforce equal to or better than those designated in the Schedule A do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits. The PLA Administrator will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule A's. The PLA Administrator shall include in the comparative determination "Equal to or better than those designated in the Schedule A's", the

following: 1) Pre-existing condition exclusions; 2) Coverage for dependents and spouse; 3) Documents including, but not limited to, Plan Documents, Summaries, and Evidence of Coverage. All documents shall be provided to the PLA Administrator upon request. Contractors must submit their fringe benefit packages to the PLA Administrator for evaluation prior to bidding. Contractors may only take credit against the prevailing wage in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(b) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust Agreement(s) specifying the detailed basis on which payments are made into, and benefits paid out of such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, hazard pay, scaffold pay and special skills, shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. The parties agree that the PLA Administrator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall not include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article II, Section 2.3. All complaints regarding possible prevailing wage violations shall be referred to the PLA Administrator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate work Schedules.

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) day's prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Schedule A and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m., is designated as the first shift, with the second shift following.

(b) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked or that there otherwise be a restructuring of normal work schedules. Such changes should not adversely affect the wages or premium payments otherwise due the employees pursuant to other provisions of this PLA and/or the applicable prevailing wage determination. Except in an emergency, or when specified in the District's bid specification, the Contractor should give the affected Union(s) at least three (3) days notice of such scheduling changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project,

unless or until such may be, and are, revised by mutual Agreement of the negotiating parties to this PLA.

Section 6.6 Show-up Pay. Show-up Pay shall be provided as required by the applicable prevailing wage determination(s). Employees receiving show-up pay will be required to remain at the Project site and available for work for such time as they receive pay, unless released early by the principal supervisor of the Contractor or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address, telephone number and shall promptly report any changes to the Contractor.

Section 6.7 "Brassing". The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself/herself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 6.8 Meal Periods. The Contractor will schedule a meal period of no more than one-half (1/2) hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or threat to life or property, or for such other reason as are in the applicable Schedule A's, and if they are so required, they shall be compensated in the manner established in the applicable Schedule A.

Section 6.9 Make-up Days. To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to, inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive

eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

ARTICLE 7

WORK STOPPAGES AND LOCK-OUTS

Section 7.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order, and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 7.2 Standing to Enforce. The District, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1, shall have standing and the right to enforce the obligations established therein.

Section 7.3 Expiration of Schedule A's. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of any Schedule A Agreement. Any renegotiated Schedule A shall be implemented on Project Work pursuant to Section 21.3.

Section 7.4 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provisions of this Agreement, or any other Agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.5 Best Efforts to End Violations.

(a) If a Contractor contends there is any violation of this Article, Section 8.3, or the provisions of Section 21.4, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts, to cause the cessation of any violation of the relevant Article.

(b) If the Union contends any Contractor has violated this Article, it will notify the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the PLA, at least twenty-four (24) hours prior to invoking the procedures of 7.6. The PLA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.6 Expedited Enforcement Procedure. Any party, including the District, who the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the PLA Administrator, may institute the following procedures in lieu of, or before any other action at law or equity, when breach of Section 7.1 or 7.4, above, or Section 8.3 or Section 21.4, is alleged.

(a) The parties will negotiate in good faith to select a mutually agreeable, unbiased mediator who shall be the permanent mediator under this procedure, as well as two alternate mediators who shall be identified as alternate one (1) and alternate (2). The party invoking this procedure shall notify the permanent mediator. If the permanent mediator is unavailable at any time, the party invoking this procedure shall first notify alternate 1. If alternate 1 is not available then alternate 2 shall be selected. Notice to the mediator shall be by the most expeditious means available, with notices to the parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the mediator, or his/her alternate, shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.5, as above.

(c) The mediator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the mediator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or issuance of any decision or Agreement by the mediator.

(d) The sole issue at the hearing shall be whether or not a violation of sections 7.1 or 7.4 above, or Section 8.3, or Section 21.4, has, in fact, occurred. The mediator shall have no authority to consider any matter in justification, explanation or mitigation of such violation, or to decision damages (except for damages as set forth in 7.7 below) which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the decision. The mediator may order cessation of the violation of the Article and other appropriate relief, and such decision shall be served on all parties by hand or registered mail upon issuance.

(e) Such decision shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the mediator's decision as issued under Section 7.6(d), above, all parties waive the right to a hearing and agree that such proceedings may be ex-parte. Such Agreement does not waive any party's right to participate in a hearing for final order of enforcement. The court's order or orders enforcing the mediator's decision shall be served on all parties by hand or by delivery to their address as shown on their LM-2 Report (for Union), as shown on their business contract for work under this Agreement (for a Contractor), and to the representing Union (for any employee), by certified mail by the party or parties first alleging the violation, or other process of service legally recognized in the court's jurisdiction.

(f) Any rights created by statute or law governing the proceedings inconsistent with the above procedure or which interfere with compliance hereto, are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the mediator shall be divided by percent of decision by the party or parties initiating this procedure and the respondent party or parties.

(h) The PLA Administrator is a party in interest in all proceedings arising under this Article, and Articles 8 and 10, and shall be sent copies of all notifications required by these Articles, and, at its option, may participate as full party in any proceeding initiated under these Articles.

Section 7.7 Liquidated Damages.

(a) If the Mediator determines, in accordance with Section 7.6 above, a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the decision, direct all of the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the mediator's decision, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying respondent Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c) below, for each shift thereafter on which the craft(s) have not returned to work.

(b) If the mediator determines in accordance with Section 7.6 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the decision, return all the affected employees to work on the Project, or otherwise correct the violation found by the mediator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly schedule shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the mediator) and each shall pay an additional sum per shift, as set forth in (c) below,

for each shift thereafter in which compliance by the respondent Contractor(s) have not been completed.

(c) The mediator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall be not less than \$1,000.00 (one thousand dollars), nor more than \$5,000.00 (five thousand dollars) per shift for each non-complying entity.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignments of Work. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction industry (the "Plan"), or any successor plan.

Section 8.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow down of any nature and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-construction Conference. As provided in Article 16, each Contractor and construction manager, shall conduct a pre-construction conference with the appropriate affected Union(s) prior to commencing work.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or any other interference with the progress of Project Work by reason of a jurisdictional dispute or disputes, the parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work. Where possible, purchases are to be made locally unless costs locally differentiate by 5% or greater. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractors' rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend, or discipline their own employees for just cause;
- (e) Utilize work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of

manufacture or construction; assign and schedule work at their discretion, unless specifically disapproved by the District or its authorized representative; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in this Agreement and the applicable Schedule A's requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

Section 9.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District rights (and those of the PLA Administrator on its behalf) include, but are not limited to, the right to:

(a) Inspect any construction site, facility, or Project to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the District and/or Project Work at a particular location(s), or in order to accommodate any difficulties at the Project site where schedules may interfere with District or resident requirements during construction activity;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the PLA Administrator and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided,

however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of section 6.6;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or custom; and

(e) Investigate and process complaints, through its PLA Administrator, in the manner set forth in Sections 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restrictions by Union upon a Contractor's choice of materials or design, nor regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools or other labor saving devices, subject to the application of the state Public Contracts and Labor Codes, or as otherwise required by law, in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its PLA Administrator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

(b) The parties recognize that the Contractor will initiate from time-to-time the use of new technology, equipment, machinery, tools, and other labor-saving devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalog parts, assemblies, accessories, pre-fabricated items, pre-assembled items, partially assembled items, or materials, whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union(s) concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is standardized or a catalog part or item, the work will proceed as directed by the Contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment. The parties expressly agree that Project Work will not receive less favorable treatment than that on any other Project which the Union(s), Contractors and employees work.

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The PLA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article, or, as appropriate, those of Articles 7 or 8.

(c) The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she through his or her local union business representative or job steward, shall within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision (s) of the Agreement alleged to have been violated.

(b) Should the Local Union (s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance had been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitrators Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the Involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner, through the PLA Administrator, shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Section 10.3 Limit on Use of Procedures. Procedures contained in this article shall not be applicable to any alleged violation of Article 7 or 8, with the single exception that any employee discharged for violation of Section 7.1 or 8.3 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The PLA Administrator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved

Contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations, including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance. The parties agree that the District shall require, and that the PLA Administrator shall monitor, compliance by all Contractors and subcontractors with all federal and state laws and regulations that, from time-to-time, may apply to Project Work. It shall be the responsibility of the PLA Administrator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the PLA Administrator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the PLA Administrator which shall process, investigate and resolve such complaints, consistent with Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4 Violations of Law. Should there be a finding by a court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and or state law or regulation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the District, upon notice to the Contractor that it, or its subcontractors, are in such violation, and on the failure of the Contractor or subcontractor to remedy such violation promptly, may take such action as is permitted by law or contract to encourage and/or require the Contractor and/or the subcontractor to come into compliance. Such action may include, if permitted by contract and or law, removing the Contractor or subcontractor from Project Work.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the PLA Administrator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and construction manager, the PLA Administrator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject himself/herself to discipline, up to and including discharge.

The parties may establish and implement reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post-accident testing, to extent permitted by Federal and State Law. Should the PLA

Administrator approve an established program to which signatory Unions are currently a party, such program may become the Project-wide substance abuse testing program, after consultation with the Unions. Until there is such a Project-site substance abuse testing procedure negotiated and/or otherwise adopted by the PLA Administrator, such substance abuse testing procedures as are contained in the Schedule A's shall be applicable to work on the Project, pursuant to their terms.

Section 12.2 Inspection. The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

Section 12.3 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of the employees. In such cases, employees shall be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at the applicable rate of pay.

Section 12.4 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the Schedule A's existing on the effective date of this PLA, and upon presentation of proof of any expense incurred.

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training. The parties recognize the importance of a trained and skilled workforce, made possible through apprenticeship programs. As such, this PLA will utilize quality apprentices in the workforce. All state-approved apprenticeship programs that meet or exceed the parallel Labor Management Program's completion rates, completion counts, and total registered apprentices count shall be recognized and utilized in accordance with Section 3.5 (b). Meet or exceed shall be determined by California Department of Industrial Relations, Division of Apprenticeship Standards annual reports – Completion counts for building trade programs last five (5) years and building trades completion rates. In the event that a state-approved apprenticeship program has not been in existence long enough to meet or exceed the criteria listed above, the program will be referred to the Joint Subcommittee on Training and Apprenticeship (Section 14.3) for review and a determination as to whether or not that program shall be considered a qualified apprenticeship program for purposes of this PLA. The parties also recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District and the opportunity to provide employment at fair wages and working conditions on Project Work. To these ends, the parties will facilitate, encourage, and assist local residents to enter and progress in the aforesaid state approved apprenticeship and/or training programs in the construction industry. The District, PLA Administrator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the aforesaid state approved training or apprenticeship programs.

Section 14.2 Use of Apprentices.

(a) Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the State Labor Commissioner establish a lower maximum percentage, and where such is the case, the applicable Unions should use their best efforts with the committee and, if necessary, the commissioner to permit up to thirty percent (30%) apprentices on the Project. When available and capable of undertaking the tasks involved, forty percent (40%) of such apprentice workforce of each craft shall consist of first (1st) year apprentices.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to the utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The parties agree that apprentices will not be dispatched to Contractors working under this PLA unless there is a journey person, or other Contractor employee, working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he/she is participating.

Section 14.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purpose of this Article, a subcommittee of the Labor Management Committee pursuant to Article 17 shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's Joint Apprenticeship Committee ("JAC") and representatives of the District to establish

appropriate criteria for recognition by such JAC's of the educational and work experience possessed by District residents toward qualifying for entry or advanced level in the apprenticeship programs under the direction of such JAC's. Specific emphasis will be placed on coordination of the District's existing or planned educational programs with the apprenticeship training programs of the signatory Unions, and the cooperation of the District and the signatory Unions, and the representatives of their JAC's, to encourage Riverside Community College District graduates, students and prospective students to participate in such apprenticeship programs, for the improvement of the construction industry. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the Contractors belong).

Section 14.4 Helmets To Hardhats.

(a) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

(b) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 15 WORKING CONDITIONS

Section 15.1 Rest Periods. There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Individual coffee containers will be permitted at the employee's work location.

Section 15.2 Work Rules. The District, the PLA Administrator, and/or relevant Contractor or construction manager shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge. Said work rules shall include the prohibition of the playing of portable radios.

Section 15.3 Emergency Use of Tools and Equipment. There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and in compliance with applicable governmental rules and regulations.

Section 15.4 Access to Riverside Community College District Property and Facilities. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited by the District to certain roads and/or parking areas. Further, unless expressly permitted otherwise by the District or its authorized representative, covered employees shall not utilize the public areas of the District's facilities, including without limitation, sanitary and eating facilities.

ARTICLE 16 PRE-CONSTRUCTION CONFERENCES

Consistent with Section 8.4, all work assignments should be disclosed by the Contractor and construction manager at a pre-construction conference held in accordance with industry practice. The Contractor and construction manager shall notify the PLA Administrator at least two weeks before starting work under this PLA, and the PLA Administrator shall coordinate the scheduling of a pre-construction conference with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. At the pre-construction, the PLA Administrator shall review the District's employment and contracting programs and goals with the participants.

ARTICLE 17 LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The parties to this Agreement will form a joint committee consisting of representatives selected by Council and the PLA Administrator, respectively, to be chaired jointly by a representative of the PLA Administrator and of the Council. The purpose of the committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs to discuss the administration of the PLA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this PLA. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or

discussed by this committee, but shall be processed pursuant to the provisions of the appropriate Article.

The PLA Administrator shall be responsible for the arrangements for the meetings, and the preparation of the agenda topics (with input from the Unions, the Contractors and the District). Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The PLA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

ARTICLE 18 SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the District, the PLA Administrator, or the Union parties to violate any laws governing the subject matter of this PLA. The parties hereto agree that in the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts determined to be void are wholly inseparable from the remaining portions of this PLA. Further, the parties agree that if and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substantive effect of such decision, for the purpose of achieving conformity with the requirements of any

applicable laws and the intent of the parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the parties agree that all Project Work that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute be enacted, which could result temporarily or permanently in delay of the bidding, awarding and/or construction of the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the parties agree that the PLA shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

Section 18.3 Termination for Second and Subsequent Violations of Sections 7.1, 7.4, 8.3, or 21.4. The Council or the District has the right to immediately terminate this Agreement upon a second or subsequent violation of Sections 7.1, 7.4, 8.3 or 21.4. Prior to either party exercising their right to immediately terminate the Agreement under this Section, the parties agree to meet and confer in good faith.

ARTICLE 19

WAIVER

A waiver of or a failure to assert any provisions of this PLA by any or all of the parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse, or release any of the parties from any of their rights, duties or obligations hereunder.

ARTICLE 20
AMENDMENTS

The provisions of this PLA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual Agreement in writing, hereafter signed by the negotiating parties hereto.

ATTICLE 21
DURATION OF THE AGREEMENT

Section 21.1 Duration and Final Termination.

(a) This PLA shall be effective April 1, 2010 and shall continue in effect March 31, 2015, or until the Project Work is completed, whichever occurs first. All Project Work for which bid specifications are issued prior to the latter date shall continue to be covered by this PLA until the turnover and final acceptance of such work, subject to the specifications, pursuant to Section 21.2.

Final termination of all obligations, rights, and liabilities, under this PLA shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the PLA; or on March 31, 2015, (except for Project Work awarded prior to that date and not yet completed and turned over, or unless there is a mutually agreed upon extension), whichever occurs first.

(b) This PLA may be extended by mutual consent of the District and the signatory Unions.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction on any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over

to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications are required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the PLA Administrator.

Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the Contractor and Union parties to the collective bargaining Agreement(s), which are the basis for such Schedule A's, notify the PLA Administrator of the mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and employ all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor under the PLA than those uniformly required of Contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this PLA. Any disagreement between the parties over the incorporation into a Schedule A of any such

provision agreed upon in a negotiation of the Local Collective Bargaining Agreement, which is the basis for a Schedule A, shall be resolved under the procedures established in Article 10.

Section 21.4 No Work Stoppages. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiations of the Local Collective Bargaining Agreement and resulting Schedule A's, nor shall there be any lock-out on this Project of the involved Union(s) during the course of such negotiations.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____
Gregory W. Gray, Chancellor

RIVERSIDE/SAN BERNARDINO COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____
(Name)
Executive Secretary

(Signatures of signatory councils or local unions follow on subsequent pages)

SIGNATORY COUNCILS OR LOCAL UNIONS:

Name, Title

Affiliation

Name, Title

Affiliation

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ATTACHMENT A

LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Riverside Community College District Project Labor Agreement. This letter should be executed and submitted prior to the start of work by the Contractor, pursuant to Section 2.4 of the Agreement

(Contractor's Letterhead)

Project Labor Agreement Administrator
c/o Riverside Community College District
4800 Magnolia Ave.
Riverside, CA 92506

Re: Riverside Community College District Project Labor Agreement

Dear Sir/Madam:

This is to confirm that [Name of Company] agrees to be party to and bound by the Riverside Community College District Project Labor Agreement, effective _____, as such Agreement may, from time-to-time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to [contract No. or identifying description]. This company shall require all of its sub-Contractors of whatever tier to become similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____
Name and Title of Authorized Executive

ATTACHMENT B

Riverside and San Bernardino County Zip Codes

RIVERSIDE COUNTY

ZIP Code	City
91752	MIRA LOMA
92201	INDIO
92202	INDIO
92203	INDIO
92210	INDIAN WELLS
92211	PALM DESERT
92220	BANNING
92223	BEAUMONT
92225	BLYTHE
92226	BLYTHE
92230	CABAZON
92234	CATHEDRAL CITY
92235	CATHEDRAL CITY
92236	COACHELLA
92239	DESERT CENTER
92240	DESERT HOT SPRINGS
92241	DESERT HOT SPRINGS
92247	LA QUINTA
92248	LA QUINTA
92253	LA QUINTA
92254	MECCA
92255	PALM DESERT
92258	NORTH PALM SPRINGS
92260	PALM DESERT
92261	PALM DESERT
92262	PALM SPRINGS
92263	PALM SPRINGS
92264	PALM SPRINGS
92270	RANCHO MIRAGE
92274	THERMAL
92276	THOUSAND PALMS
92282	WHITewater
92292	PALM SPRINGS
92320	CALIMESA
92324	COLTON

92373 REDLANDS
92501 RIVERSIDE
92502 RIVERSIDE
92503 RIVERSIDE
92504 RIVERSIDE
92505 RIVERSIDE
92506 RIVERSIDE
92507 RIVERSIDE
92508 RIVERSIDE
92509 RIVERSIDE
92513 RIVERSIDE
92514 RIVERSIDE
92515 RIVERSIDE
92516 RIVERSIDE
92517 RIVERSIDE
MARCH AIR RESERVE
92518 BASE
92519 RIVERSIDE
92521 RIVERSIDE
92522 RIVERSIDE
92530 LAKE ELSINORE
92531 LAKE ELSINORE
92532 LAKE ELSINORE
92536 AGUANGA
92539 ANZA
92543 HEMET
92544 HEMET
92545 HEMET
92546 HEMET
92548 HOMELAND
92549 IDYLLWILD
92551 MORENO VALLEY
92552 MORENO VALLEY
92553 MORENO VALLEY
92554 MORENO VALLEY
92555 MORENO VALLEY
92556 MORENO VALLEY
92557 MORENO VALLEY
92561 MOUNTAIN CENTER
92562 MURRIETA
92563 MURRIETA
92564 MURRIETA
92567 NUEVO

92570 PERRIS
92571 PERRIS
92572 PERRIS
92581 SAN JACINTO
92582 SAN JACINTO
92583 SAN JACINTO
92584 MENIFEE
92585 SUN CITY
92586 SUN CITY
92587 SUN CITY
92589 TEMECULA
92590 TEMECULA
92591 TEMECULA
92592 TEMECULA
92593 TEMECULA
92595 WILDOMAR
92596 WINCHESTER
92599 PERRIS
92860 NORCO
92877 CORONA
92878 CORONA
92879 CORONA
92880 CORONA
92881 CORONA
92882 CORONA
92883 CORONA

SAN BERNARDINO COUNTY

ZIP

Code	City
	RANCHO
91701	CUCAMONGA
91708	CHINO
91709	CHINO HILLS
91710	CHINO RANCHO
91729	CUCAMONGA RANCHO
91730	CUCAMONGA RANCHO
91737	CUCAMONGA
91739	RANCHO

CUCAMONGA

91743 GUASTI
91758 ONTARIO
91761 ONTARIO
91762 ONTARIO
91763 MONTCLAIR
91764 ONTARIO
91766 POMONA
91784 UPLAND
91785 UPLAND
91786 UPLAND
92242 EARP
92252 JOSHUA TREE
92256 MORONGO VALLEY
92267 PARKER DAM
92268 PIONEERTOWN
92277 TWENTYNINE PALMS
92278 TWENTYNINE PALMS
92280 VIDAL
92284 YUCCA VALLEY
92285 LANDERS
92286 YUCCA VALLEY
92301 ADELANTO
92304 AMBOY
92305 ANGELUS OAKS
92307 APPLE VALLEY
92308 APPLE VALLEY
92309 BAKER
92310 FORT IRWIN
92311 BARSTOW
92312 BARSTOW
92313 GRAND TERRACE
92314 BIG BEAR CITY
92315 BIG BEAR LAKE
92316 BLOOMINGTON
92317 BLUE JAY
92318 BRYN MAWR
92321 CEDAR GLEN
92322 CEDARPINES PARK
92323 CIMA
92324 COLTON
92325 CRESTLINE
92326 CREST PARK

92327 DAGGETT
92329 PHELAN
92331 FONTANA
92332 ESSEX
92333 FAWNSKIN
92334 FONTANA
92335 FONTANA
92336 FONTANA
92337 FONTANA
92338 LUDLOW
92339 FOREST FALLS
92340 HESPERIA
92341 GREEN VALLEY LAKE
92342 HELENDALE
92344 HESPERIA
92345 HESPERIA
92346 HIGHLAND
92347 HINKLEY
92350 LOMA LINDA
92352 LAKE ARROWHEAD
92354 LOMA LINDA
92356 LUCERNE VALLEY
92357 LOMA LINDA
92358 LYTLE CREEK
92359 MENTONE
92363 NEEDLES
92364 NIPTON
92365 NEWBERRY SPRINGS
92366 MOUNTAIN PASS
92368 ORO GRANDE
92369 PATTON
92371 PHELAN
92372 PINON HILLS
92373 REDLANDS
92374 REDLANDS
92375 REDLANDS
92376 RIALTO
92377 RIALTO
92378 RIMFOREST
92382 RUNNING SPRINGS
92385 SKYFOREST
92386 SUGARLOAF
92391 TWIN PEAKS

92392 VICTORVILLE
92393 VICTORVILLE
92394 VICTORVILLE
92395 VICTORVILLE
92397 WRIGHTWOOD
92398 YERMO
92399 YUCAIPA
92401 SAN BERNARDINO
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92418 SAN BERNARDINO
92423 SAN BERNARDINO
92424 SAN BERNARDINO
92427 SAN BERNARDINO
93516 BORON
93562 TRONA
93592 TRONA

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: March 16, 2010

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

- a. Management
(None)
- b. Contract Faculty
(None)
- c. Long-Term, Temporary Faculty
(None)
- d. Extra-Curricular Activities, Academic Year 2009-2010.
Revision to list submitted/approved by the Board of Trustees on June 16, 2009.

<u>Name</u>	<u>Activity</u>	<u>Stipend</u>
Eduardo Cornejo	Asst. Baseball Coach (60%)	\$2338.00

2. Salary Reclassification

Board Policy 7160 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, 2010:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
James Namekata	E	F
Kathleen Saxon	C	D

Report No.: V-A-1-a

Date: March 16, 2010

Subject: Academic Personnel

3. 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 the request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, as indicated below, for the following employees:

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective/ Retroactive to:</u>
Don Wilcoxson	Associate Professor, Business Administration	CFRA/FMLA	February 16, 2010
Kathryn Brooks	Associate Professor, Biology	CFRA/FMLA	March 9, 2010

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: March 16, 2010

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 2200, the Chancellor recommends approval for the following:

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Jaime Rodriguez	Institutional Research Specialist	03/22 /10	O-1	Appointment
NORCO COLLEGE				
Alejandro Aldasoro	Maintenance Helper	03/23/10	F-1	Appointment
RIVERSIDE CITY COLLEGE				
Ashley Martinez	Educational Advisor (Part-time, Permanent)	03/17/10	N-1	Appointment
*Kaladon Stewart	Student Services Technician (Part-time, Permanent)	03/22/10	J-1	Appointment

Report No.: V-A-1-b

Date: March 16, 2010

Subject: Classified Personnel

1. Appointments – Continued

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
MORENO VALLEY COLLEGE				
*(None)				
NORCO COLLEGE				
Gabriela Ramirez	Student Success Specialist (Educational Services)	03/17/10	K-4	Promotion
RIVERSIDE CITY COLLEGE				
*Rebecca Moon-Stone	Supplemental Instructional (SI) Coordinator	03/17/10	M-1	Appointment
*Christel Perez	Clerk Typist	03/17/10	E-1	Appointment

2. Leave for Military Reserve Duty

Section 395.01 of the Military and Veteran’s Code and Section 87832 of the Education Code authorizes the President, or designee, to approve a leave for military reserve duty with full salary for the first 30 days of such military leave.

It is recommended the Board of Trustees ratify a request for military reserve duty for Anthony Puzzuto, Warehouse Supervisor, for the dates of January 22, 2010 (a total of 1 working day). Mr. Puzzuto meets the college service requirements.

3. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)

It is recommended the Board of Trustees approve/ratify a request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, as indicated below, for the following employees:

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective/ Retroactive to:</u>
Cindy Cave	Clerk Typist	CFRA/FMLA	March 1, 2010
Melissa Griffith	Purchasing Specialist	CFRA/FMLA	May 7, 2010
Richard Kasner	Groundsperson	CFRA/FMLA	February 19, 2010
Hetal Patel	Human Resources Specialist II	CFRA/FMLA	March 5, 2010

Report No.: V-A-1-b

Date: March 16, 2010

Subject: Classified Personnel

4. Request for Childcare Leave Without Pay

It is recommended the Board of Trustees approve the request for childcare leave without pay for classified confidential employee, Hetal Patel, Human Resources Specialist II, effective May 28, 2010 to June 11, 2010. The employee has exhausted the 12 weeks (480 hours) of leave under the Federal Family and Medical Leave Act of 1993 and has requested additional leave under non-paid status.

5. Request for Health Leave Without Pay

Under the Agreement between Riverside Community College District and the Riverside Community College District Employees Chapter #535, the Board of Trustees may grant a leave of absence for health reasons to a permanent employee for illness or injury which extends beyond the expiration of all other paid leaves. The following employee has exhausted all paid leaves and has requested a leave without pay due to continued illness.

It is recommended the Board of Trustees approve/ratify the request for leave without pay due to extended illness for classified employee Daniel Castro, Athletic Field Caretaker, effective February 8, 2010. The employee has exhausted all paid leaves and has requested additional leave under non-paid status.

6. Separation

Board policy 7350 authorizes the Chancellor to officially accept the resignation of an employee; and the Chancellor has accepted the following resignations;

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Consuelo Guzman	Custodian	March 20, 2010	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-c

Date: March 16, 2010

Subject: Other Personnel

1. Substitute Assignments

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

2. Short-term Positions

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

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

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

Report No.: V-A-1-c

Date: March 16, 2010

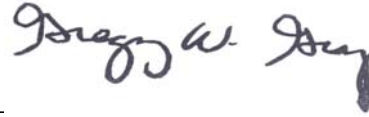
Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



Gregory W. Gray
Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:



Jan Muto
President, Riverside City College



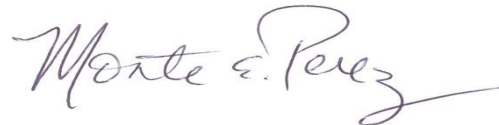
Ray Maghroori
Vice Chancellor, Academic Affairs



Brenda Davis
President, Norco Campus



James Buysse
Vice Chancellor, Administration and Finance
and Finance



Monte Perez
President, Moreno Valley Campus

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Haggard, Doris	Clerical Hourly	03/17/10-06/30/10	\$29.63/hour
Ott, Justin	Grounds Substitute	03/17/10-06/30/10	\$16.96/hour

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Armstrong, Wyvonne	Classroom Assistant	01/12/10-06/30/10	\$10.00/hour
Garcia, Benny	Classroom Assistant	02/01/10-06/10/10	\$10.00/hour
Ataman, Jerome	Clerk Trainee	03/17/10-06/30/10	\$8.00/hour
Acevedo, Yessica	Educational Assistant	03/17/10-06/30/10	\$8.00/hour
Ott, Justin	Grounds Assistant	03/17/10-06/30/10	\$13.00/hour
Smoot, Jacklyn	Instructional Aide I	03/17/10-06/30/10	\$8.00/hour
Duffy, Serah	Interpreter I	03/17/10-06/30/10	\$18.00/hour
Gutierrez, Francisco	Matriculation Assistant I	03/17/10-06/30/10	\$9.00/hour
Lopez, Trevor	Matriculation Assistant III	03/17/10-06/30/10	10.00/hour
Hankins, Dannielle	Office Assistant II	03/17/10-06/30/10	\$10.50/hour
Stonehill, Frances	Office Assistant III	03/17/10-06/30/10	\$12.50/hour
Berman, David	Special Projects Employee	03/17/10-06/02/10	\$0.00/hour
Dennis, Christopher	Special Projects Employee	03/17/10-06/02/10	\$0.00/hour
Hester, Princess	Special Projects Employee	03/17/10-06/02/10	\$0.00/hour
Rodriguez, Daniel	Study Group Leader	03/17/10-06/30/10	\$12.00/hour
Kaneaster, Jennifer	Supplemental Instructional Leader	03/17/10-06/30/10	\$12.00/hour
Papica, Raymund	Supplemental Instructional Leader	03/17/10-06/30/10	\$12.00/hour
Valdez, Joseph	Supplemental Instructional Leader	03/17/10-06/30/10	\$12.00/hour
Coggins, Elizabeth	Tutor II	03/17/10-06/30/10	\$10.00/hour
Changala, John	Tutor III	03/17/10-06/30/10	\$9.25/hour
Gould, Madeline	Tutor III	03/17/10-06/30/10	\$9.25/hour

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE				
Bishop, Stephen	Supplemental Instruction Ldr	STEM Program	02/19/10	\$ 12.00
Walker, Brittany	Instructional Assistant	ECS	02/22/10	\$ 8.25
Posthuma, Kelly	Supplemental Instruction Ldr	STEM Program	03/03/10	\$ 12.00
NORCO COLLEGE				
		Library/Learning		
Bejarano, Daniel	Student Assistant	Resources	02/18/10	\$ 8.00
Contreras, Luis	Tutor	Tutorial Services	02/23/10	\$ 8.00
Hutchful, Robert	Tutor	Tutorial Services	03/09/10	\$ 8.00
Lee, Soo	Tutor	Tutorial Services	03/01/10	\$ 8.00
Lundberg, Douglas	Tutor	Tutorial Services	03/01/10	\$ 8.00
Saed, Fawzi Nasir	Tutor	Tutorial Services	02/18/10	\$ 8.00
Sternburg, Erin	Tutor	Tutorial Services	03/03/10	\$ 8.00
Wry, Mark	Tutor	Tutorial Services	03/09/10	\$ 8.00
RIVERSIDE CITY COLLEGE				
Allen, Rachelle	Instructional Aide	Early Childhood Studies	03/08/10	\$ 8.00
Bowen Jr., Victor	Lab Aide	English Writing Center	02/23/10	\$ 8.00
Chandler-Coleman, Keena	Instructional Aide	Early Childhood Studies	02/24/10	\$ 8.00
Curiel, Adriana	Stem Mentor	Stem Program	02/11/10	\$ 12.50
Duran, Lorel	Lab Aide	English Writing Center	02/25/10	\$ 8.00
Hernandez, Tommy	Office Assistant I	Academic Support	03/02/10	\$ 9.00
Kaur, Simranpreet	Instructional Aide	Early Childhood Studies	02/24/10	\$ 8.00
Lynch, Preshonna	Stem Receptionist	Stem Program	03/08/10	\$ 8.00
Maldonado, Italia	Stem Receptionist	Stem Program	03/01/10	\$ 8.00
		Student Services /		
McCarthy, Casey	Clerical / Field Worker	Baseball	02/11/10	\$ 8.00
Nasim, Salma	Lab Aide	Business Admin / IST	03/08/10	\$ 8.00
Nolan, Daniel	Tutor	Tutorial Services	03/08/10	\$ 8.00
Palomera, Yesenia	Instructional Aide	Early Childhood Studies	02/22/10	\$ 8.00
Park, Ju	Lab Aide	English Writing Center	02/23/10	\$ 8.00
Porras-Espinoza, Francisco	Office Assistant I	Academic Support	03/02/10	\$ 9.00
Rollins, Kellie	Instructional Aide	Early Childhood Studies	02/22/10	\$ 8.00
Roque, Edwin	Upward Bound Tutor	Upward Bound	02/23/10	\$ 10.00
	Student Food Services			
Sakay, Manuel	Worker	Food Services	02/22/10	\$ 8.00
Smith, Kevin	Tutor	Tutorial Services	03/08/10	\$ 8.00
Surman, Steven	Jazz Ensemble Librarian	Performing Arts / Music	02/25/10	\$ 8.00

RIVERSIDE CITY COLLEGE (Continued)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
		Humanities & Social		
Taylor, Mia	Student Aide	Science	02/22/10	\$ 9.00
Williamson, April	Instructional Aide	Early Childhood Studies	03/08/10	\$ 8.00
Yap, Krizia	Lab Aide	English Writing Center	02/24/10	\$ 8.00
Zhong, Minjuan	Tutor	Tutorial Services	02/23/10	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
COMMUNITY SERVICE PROGRAM				
Becerra, Monica	Community Service Worker	Eastside Cybrary	02/10/10	\$ 8.50
Dallman, Debra	Instructional Aide	Early Childhood Services	02/16/10	\$ 8.00
Kemp, Kathleen	Community Service Worker	Eastside Cybrary	02/10/10	\$ 8.50
Torres, Janette	Instructional Aide	Early Childhood Services	03/03/10	\$ 8.00

MORENO VALLEY COLLEGE

Sambrano, Nicole	Student Service Worker	Student Services	02/02/10	\$ 8.50
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NORCO CAMPUS

Arrendondo, Janice	Office Assistant	Upward Bound	02/17/10	\$ 9.00
Chavez, Karina	Office Assistant	Career/Transfer Center	03/09/10	\$ 8.00
Habbas, Cassandra	Office Assistant	Upward Bound	02/17/10	\$ 9.00

RIVERSIDE CITY COLLEGE

		Physical Educ / Athletic		
Duffin, Brittney	Athletic Training Student	Training	02/18/10	\$ 8.00
		Student Financial		
Lopez, Hugo	Student Assistant	Services	02/10/10	\$ 8.50
Miramontes Jr, Francisco	Lab Aide	Applied Tech / Automotiv	02/23/10	\$ 8.00
Morales, Hector	Lab Aide	Applied Tech / Telecom	03/09/10	\$ 10.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: March 16, 2010

Subject: Purchase Order and Warrant Report--All District Resources

Background: The attached Purchase Order and Warrant Report--All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$4,539,590 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 151919-153027) totaling \$5,357,406 has been reviewed by the Business Office to verify that monies are available in the appropriate Resources for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,539,590 and District Warrant Claims totaling \$5,357,406.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases-All District Funds
 Purchases Over \$78,500
 2/01/10 thru 2/28/10

PO#	Department	Vendor	Description	Amount
C0002596	Facilities - Norco	Premier Commercial Bank	Construction Contracts	\$111,210
C0002897	FPD&C	Wide Flange Steel, Inc	Riverside Aquatics Center Bid Award	451,272
C0002901	FPD&C	Perfection Glass, Inc	Riverside Aquatics Center Bid Award	116,765
C0002905	FPD&C	Mission Pools of Escondido	Aquatics Complex Bid Award	2,444,000
C0002906	Health, Human & Public Services - Moreno Valley	Fitzpatrick Dental Equipment Inc	Dental Operatory Equipment Bid Award	384,381
			Total	<u>\$3,507,629</u>
			All Purchase Orders, Contracts, and Additions Under \$78,500, for the Period of 2/01/10 - 2/28/10	
			Contracts- C2880 - C2914	365,860
			Contract Additions- C1872 - C2760	
			Purchase Orders- P22920 - P23221	547,026
			Purchase Order Additions- P22200 - P22897	
			Blanket Purchase Orders- B6583 - B6631	119,075
			Blanket Purchase Order Additions- None	
			Total	<u>\$1,031,961</u>
			Grand Total	<u>\$4,539,590</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments

Background: The 2009-10 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. 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>
<u>Riverside</u>		
R1. Transfer to purchase bus passes for the Riverside County Pre-Emancipation Services program. (Fund 12, Resource 1190)		
From: Workforce Prep	Supplies	\$ 1,500
To: Workforce Prep	Transportation/Bus Passes	\$ 1,500
R2. Transfer to purchase food for the Supplemental Instruction Leaders training program and supplies. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2008/2009	Academic Special Project	\$ 1,400
To: Basic Skills/ESL 2008/2009	Food	\$ 1,000
	Supplies	400
R3. Transfer to provide for academic special projects and supplies.		
From: Academic Affairs	Conferences	\$ 1,500
	Contingency	3,203
To: Academic Affairs	Academic Special Project	\$ 2,877
	Employee Benefits	326
	Supplies	1,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R4. Transfer to reallocate the Basic Skills/ESL 2009/2010 grant budget. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2009/2010	Other Services	\$ 91,113
To: Admin of Justice - Basic Skills/ESL	Instructional Aides, Hourly	\$ 1,968
	Employee Benefits	61
Graphic Art & Des-Basic Skills/ESL	Instructional Aides, Hourly	5,952
	Employee Benefits	182
Automotive Tech - Basic Skills/ESL	Instructional Aides, Hourly	5,856
	Employee Benefits	180
English - Basic Skills/ESL	Instructional Aides, Hourly	24,960
	Employee Benefits	764
ESL - Basic Skills/ESL	Instructional Aides, Hourly	5,760
	Employee Benefits	176
Radio & TV - Basic Skills/ESL	Instructional Aides, Hourly	9,888
	Employee Benefits	303
Mathematics - Basic Skills/ESL	Instructional Aides, Hourly	10,980
	Employee Benefits	336
Reading Skills - Basic Skills/ESL	Instructional Aides, Hourly	16,640
	Employee Benefits	388
Sociology - Basic Skills, ESL	Instructional Aides, Hourly	1,920
	Employee Benefits	59
Welding Tech - Basic Skills/ ESL	Instructional Aides, Hourly	2,016
	Employee Benefits	61
Basic Skills/ESL	Supplies	2,663

R5. Transfer to provide for academic special projects.

From: Rubidoux/Jurupa College Program	Other Services	\$ 5,861
To: Rubidoux/Jurupa College Program	Academic Special Project	\$ 5,265
	Employee Benefits	596

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R6. Transfer to purchase instructional supplies.		
From: Life Science - Biology	Repairs	\$ 5,000
To: Life Science - Biology	Instructional Supplies	\$ 5,000
R7. Transfer to purchase instructional supplies.		
From: Physical Education	Transportation	\$ 1,635
To: Physical Education	Instructional Supplies	\$ 1,635
R8. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Nursing Ed Practice & Retention	Supplies	\$ 2,561
To: Nursing Ed Practice & Retention	Equipment	\$ 2,561
R9. Transfer to purchase equipment.		
From: Community & Senior Citizen Ed	Academic PT Teaching	\$ 1,000
To: Comm & Senior Citizen Ed - District	Equipment	\$ 1,000
R10. Transfer to purchase equipment.		
From: Library	Academic PT Non-Instr Employee Benefits	\$ 4,396 498
To: Library	Equipment Replacement	\$ 4,894

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R11. Transfer to purchase supplies.		
From: Admissions & Records	Rents and Leases	\$ 1,400
To: Admissions & Records	Supplies	\$ 1,400
R12. Transfer to provide for non-instructional student salaries. (Fund 12, Resource 1190)		
From: EOP&S	Book Grants	\$ 8,000
To: EOP&S	Student Help – Non-Instr	\$ 3,500
EOP&S – Norco	Student Help – Non-Instr	2,500
EOP&S – Moreno Valley	Student Help – Non-Instr	2,000

Norco

N1. Transfer to provide for cell phone charges and repairs.

From: Facilities	Repair Parts	\$ 2,300
To: Facilities	Cellular Telephone	\$ 1,500
	Repairs	800

N2. Transfer to provide for monument signage.

From: President	Contingency	\$ 8,800
To: Facilities	Fixtures & Fixed Equip	\$ 8,800

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N3. Transfer to provide for a display case.		
From: Dean of Instruction	Academic Special Project	\$ 915
	Employee Benefits	104
To: Dean of Instruction Honors Program	Fixtures & Fixed Equipment	\$ 1,019
N4. Transfer to provide for an academic special project. (Fund 12, Resource 1190)		
From: Basic Skills (FY 07/08) / Student Success	Supplies	\$ 2,500
To: Basic Skills (FY 07/08) / Student Success	Academic Special Project	\$ 2,500
N5. Transfer to provide for classified hourly salaries. (Fund 12, Resource 1190)		
From: Basic Skills (FY 09/10) / Student Success	Other Services	\$ 4,123
To: Basic Skills (FY 09/10) / Student Success	Classified Hourly Employee Benefits	\$ 4,000 123
N6. Transfer to purchase lab supplies and equipment.		
From: Dean of Instruction	Academic Special Project	\$ 8,985
	Employee Benefits	1,016
To: Physical and Life Sciences	Instructional Supplies	\$ 460
	Supplies	1,340
Dean of Instruction	Instructional Supplies	3,201
	Equipment Replacement	5,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N7. Transfer to reallocate Title V grant funds. (Fund 12, Resource 1190)		
From: Title V / Student Success	Equipment	\$ 36,500
To: Title V / Student Success	Printing	\$ 5,000
	Reference Books	6,500
	Cellular Telephone	2,000
	Food	1,000
	Lecturers	16,000
	Meeting Expenses	6,000
N8. Transfer to purchase lab supplies and equipment.		
From: Dean of Instruction	Academic Special Project	\$ 8,985
	Employee Benefits	1,016
To: Physical and Life Sciences	Instructional Supplies	\$ 460
	Supplies	1,340
Dean of Instruction	Instructional Supplies	3,201
	Equipment Replacement	5,000
N9. Transfer to provide for cellular telephone charges and printing.		
From: Instructional Media Center	Student Help – Non-Instr.	\$ 402
To: Instructional Media Center	Copying and Printing	\$ 2
	Cellular Telephone	400
N10. Transfer to purchase tests.		
From: Counseling	Comp. Software Maint / Lic	\$ 64
To: Counseling	Tests	\$ 64

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N11. Transfer to purchase supplies.		
From: President	Other Services	\$ 3,000
To: President	Supplies	\$ 3,000
N12. Transfer to provide for instructional aides.		
From: Business, Engineering & Info Sys	Repairs	\$ 600
	Instructional Supplies	600
To: Business, Engineering & Info Sys	Instructional Aides, Hourly	\$ 1,200
N13. Transfer to reallocate Student Support Services Trio grant funds. (Fund 12, Resource 1190)		
From: Campus Student Services – Trio	Copying and Printing	\$ 114
	Consultants	3,000
	Other Services	2,713
	Book Grants	14,804
To: Campus Student Services – Trio	Classified Full Time	\$ 112
	Employee Benefits	2
	Supplies	3,596
	Conferences	662
	Rents and Leases	748
	Equipment	707
	Student Scholarships	14,804

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N14. Transfer to provide for additional instructional supplies and a videographer.		
From: Arts, Humanities & World Lang.	Travel Expenses	\$ 526
	Rents and Leases	25
To: Arts, Humanities & World Lang.	Instructional Supplies	\$ 401
	Professional Services	150

Moreno Valley

M1. Transfer to provide for academic special projects.

From: Educational Services	Classified Hourly	\$ 4,200
To: Educational Services	Academic Special Project	\$ 4,200

M2. Transfer to purchase supplies.

From: Business & Computer Info Sys	Comp. Software Maint/Lic	\$ 811
To: Business & Computer Info Sys	Supplies	\$ 811

M3. Transfer to purchase equipment.

From: Library	Repairs	\$ 90
To: Library	Equipment	\$ 90

M4. Transfer to purchase panic buttons.

From: College Safety and Police	Other Services	\$ 200
To: College Safety and Police	Fixtures & Fixed Equipment	\$ 200

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>District Office and District Support Services</u>		
D1. Transfer to provide for classified overtime.		
From: Information Services	Travel	\$ 9,500
To: Information Services	Classified Overtime	\$ 9,500
D2. Transfer to provide for classified hourly payroll.		
From: Admissions & Records	Mileage	\$ 400
	Travel	4,831
	Memberships	175
	Other Services	1,000
	Equipment	58
To: Admissions & Records	Classified Hourly	\$ 6,464
D3. Transfer to provide for employee benefits. (Fund 12, Resource 1190)		
From: Career and Tech Education	Student Help – Non-Instr.	\$ 3,505
To: Career and Tech Education	Employee Benefits	\$ 3,505
D4. Transfer to reallocate BFAP Capacity grant funds. (Fund 12, Resource 1190)		
From: Student Financial Services	Other Services	\$ 15,517
To: Student Financial Services	Classified Perm PT	\$ 209
	Classified Overtime	3,151
	Classified Hourly	8,728
	Equipment	3,429

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: March 16, 2010

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
D5.	Transfer to reallocate California Transportation and Logistics Institute grant funds. (Fund 12, Resource 1190)		
	From: Community & Economic Devlop.	Other Services	\$ 277
	To: Community & Economic Devlop.	Employee Benefits	\$ 277
D6.	Transfer to purchase replacement equipment.		
	From: RCCD Safety and Police	Supplies	\$ 421
	To: RCCD Safety and Police	Equipment Replacement	\$ 421

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

Gregory W. Gray
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 16, 2010

Subject: Resolution to Amend Budget – Resolution No. 42-09/10
California Community Colleges Initiative for Egypt Phase II

Background: The Riverside Community College District has received funding for the California Community Colleges Initiative for Egypt Phase II, in the amount of \$58,658 from the Foundation for California Community Colleges. The funds will be used to provide for salaries and benefits to help administer the program, maintain records. The funds will also be used to liaison with the Department of State, Bureau of Educational and Cultural Affairs and six to eight California Community Colleges to provide educational and cultural enrichment services for up to 50 Egyptian students that are scheduled to arrive in August 2010.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$58,658 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

Prepared by: John Tillquist
Dean, Economic Development and Community Education

Jeff Williamson
Statewide Director, Center for International Trade Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 42-09/10

California Community Colleges Initiative for Egypt Phase II

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$58,658 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 16, 2010.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 16, 2010

Subject: Bid Award-Sump Pump Installation Project

Background: On March 11, 2010 the District received nine (9) bids in response to an Invitation for Bid solicitation for the Sump Pump Safety & Site Improvement project, Norco campus. The project includes installation of a new Sump Pump (provided by owner, contractor installed), trenching, backfilling, protect in place existing landscape, electrical, final cleanup and testing of new sump pump system. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
ABBCO Services, Inc.	Redlands	\$13,678
J. Glenna Construction	Temecula	\$17,525
Atom Engineering	Hemet	\$17,935
Titanium Construction	Norwalk	\$17,950
Pro-Craft Plumbing	Redlands	\$18,324
Ken Curran Electric, Inc.	Barstow	\$18,446
Genesis Construction	Hemet	\$18,475
Fleming Environmental	Fullerton	\$18,989
Dalke and Sons Construc.	Riverside	\$19,480

Staff recommends awarding the bid to ABBCO Services, Inc. for the total bid amount of \$13,678. References for ABBCO Services, Inc. were checked by Facilities staff and found to be satisfactory. The Sump Pump Safety & Site Improvement project will be funded using the current Measure C project budget.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Sump Pump Safety & Site Improvement project, Norco campus, in the total amount of \$13,678 to ABBCO Services, Inc. and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray
Chancellor

AMENDED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 16, 2010

Subject: Bid Award-Sump Pump Installation Project (continued)

Prepared by: Doretta Sowell
Purchasing Manager

Curt Mitchell
Vice President Business Services
Norco

Orin Williams
Associate Vice Chancellor
Facilities Planning, Design & Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: March 16, 2010Subject: Bid Award-Stokoe Playground Installation Project

Background: On March 11, 2010 the District received fourteen (14) bids in response to an Invitation for Bid solicitation for the Stokoe Playground project, Innovative Learning Center. The project includes demolition and rehabilitation of existing grass play areas; construction of new concrete walkways and patios; Installation of playground equipment/structures (equipment/structures to be provided by owner); Installation of a metal shade structure (structure to be provided by owner); Installation of fencing and related site amenities; New landscape and irrigation systems; Minor modifications to existing classrooms including cabinetry, plumbing work for sink installation and finishes; minor electrical work”. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Avi-Con, Inc dba CA Construction	Riverside	\$263,000
Micon Construction	Placentia	\$276,380
Sean Malek Engineering	Temecula	\$278,940
Roadway Engineering	Riverside	\$287,401
Dalke and Sons Construction, Inc	Riverside	\$297,430
R. Jensen Construction	Norco	\$304,700
Broughton Construction	Rancho Cucamonga	\$315,515
Conengr Corporation	Upland	\$315,998
Inland Building Construction	San Bernardino	\$320,000
California Building Evaluation & Const.	Buena Park	\$328,000
4-Con Engineering	Riverside	\$335,000
Riverside Construction Company	Riverside	\$357,487
JM Builders, Inc	Redlands	\$373,467
Dahl Taylor Associates	Santa Ana	\$471,387

Staff recommends awarding the bid to Avi-Con, Inc. dba CA Construction for the total bid amount of \$263,000. References for Avi-Con, Inc. dba CA Construction were checked by Facilities staff and found to be satisfactory. The Stokoe Playground project, Innovative Learning Center will be funded using the current Measure C project budget.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Stokoe Playground project, Innovative Learning Center, in the total amount of \$263,000 to Avi-Con, Inc. dba CA Construction and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

AMENDED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: March 16, 2010

Subject: Bid Award-Stokoe Playground Installation Project (continued)

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Curt Mitchell
Vice President Business Services
Norco

Orin Williams
Associate Vice Chancellor
Facilities Planning, Design & Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: March 16, 2010

Subject: Bid Award-Roll Up Door Project

Background: On March 11, 2010 the District received ten (10) bids in response to an Invitation for Bid solicitation for the Roll Up Door project, Phase III Industrial Technology Building, Norco campus. The project includes installation of a new metal roll up door. (Door and installation to be provided by others under separate contract). Demolition of existing wall, electrical, ceilings, bollards, etc as required for new door opening; fabrication and installation of new steel support frame; electrical connection to new roll up door and relocation of existing electrical devices; ceiling repair; interior wall framing and finish work to match adjacent wall surfaces; The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Korston Construction	Anaheim,	\$28,800
Dalke and Sons	Riverside,	\$28,840
Titanium Construction	Norwalk	\$31,850
TSR Construction	Rancho Cucamonga,	\$32,400
R.P. Construction	Moreno Valley	\$33,660
Atom Engineering	Hemet	\$35,979
W.S. Construction	La Palma,	\$36,800
Inland Building Const.	San Bernardino	\$43,490
Hinkley and Associates	La Palma	\$44,500
J. Glenna Construction	Temecula	\$48,740

Staff recommends awarding the bid to Korston Construction for the total bid amount of \$28,800. References for Korston Construction were checked by Facilities staff and found to be satisfactory. The Roll Up Door project, Phase III Industrial Technology Building, Norco campus will be funded using the current Measure C project budget.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Roll Up Door project, Phase III Industrial Technology Building, Norco campus, in the total amount of \$28,800 to Korston Construction and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray
Chancellor

AMENDED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: March 16, 2010

Subject: Bid Award-Roll Up Door Project (continued)

Prepared by: Doretta Sowell
Purchasing Manager

Curt Mitchell
Vice President Business Services
Norco

Orin Williams
Associate Vice Chancellor
Facilities Planning, Design & Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: March 16, 2010

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:

Revisions:

- 1) At the meeting of December 15, 2010, the Board of Trustees approved out-of-state travel for Ms. Chris Carlson, Chief of Staff, to travel to Washington, D.C., February 7-10, 2010, to attend the Association of Community College Trustees Community College 2010 National Legislative Summit. Estimated cost: \$2,378.00. Funding source: the general fund. The dates and purpose of the trip changed as follows: The dates of travel are March 21-24, 2010 and the purpose of the trip is to conduct legislative visit.
- 2) At the meeting of December 15, 2010, the Board of Trustees approved out-of-state travel for Dr. Gregory W. Gray, Chancellor, to travel to Washington, D.C., February 7-10, 2010, to attend the Association of Community College Trustees Community College 2010 National Legislative Summit. Estimated cost: \$2,468.00. Funding source: the general fund. The dates and purpose of the trip changed as follows: The dates of travel are March 21-24, 2010 and the purpose of the trip is to conduct legislative visit.
- 3) At the meeting of December 15, 2010, the Board of Trustees approved out-of-state travel for Ms. Janet Green, Board Member, to travel to Washington, D.C., February 7-10, 2010, to attend the Association of Community College Trustees Community College 2010 National Legislative Summit. Estimated cost: \$2,444.00. Funding source: the general fund. The dates and purpose of the trip changed as follows: The dates of travel are March 21-24, 2010 and the purpose of the trip is to conduct legislative visit.

Current:

Moreno Valley Campus:

- 1) Ms. Julie Ann Padilla, director, procurement assistance center, to travel to San Antonio, Texas, April 11-15, 2010, to attend the Association of Procurement Technical Assistance Centers 25th Anniversary Spring Conference and Membership meeting. Estimated cost: \$1,695.97. Funding source: Procurement Assistance Center fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: March 16, 2010

Subject: Out-of-State Travel (continued)

Norco Campus:

None

Riverside City College:

- 1) Mr. Mark Dorrough, assistant professor, speech communication, to travel to New Orleans, Louisiana, April 3-11, 2010, to accompany seven (7) students participating in the Phi Rho Pi National Tournament. Estimated cost: \$10,305.00. Funding sources: \$3,505.00 from the Forensics fund and \$6,800.00 from ASRCCD fund.
- 2) Ms. Wilma La Cava, associate professor, nursing, to travel to Lake Buena Vista, Florida, April 6-11, 2010, to accompany twenty-four (24) nursing students participating in the 58th National Student Nurses' Association Annual Conference. Estimated cost: \$1,731.15. Funding source: Perkins – Title 1-C Grant funds.
- 3) Mr. Gary Locke, associate professor, music, and Ms. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 6-11, 2010, to attend the Winter Guard International Championships – Fantasia is competing in the WGI World Class. There is no cost to the district.
- 4) Mr. Gary Locke, associate professor, music, and Ms. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 14-18, 2010, to attend the Winter Guard International Championships – the RCC Winter Drum Line is competing in the WGI World Class. There is no cost to the district.
- 5) Dr. Jan Muto, president, Riverside City College, to travel to Philadelphia, Pennsylvania, March 23-25, 2010, to attend the Communities Learning in Partnership Cross-Site Grant Meeting in conjunction with the National League of Cities. Estimated cost: \$630.00. Funding source: GATES Foundation funds.
- 6) Dr. Jan Muto, president, Riverside City College, to travel to Seattle, Washington, June 7-9, 2010, to attend the Communities Learning in Partnership Gates Grantee Meeting. Estimated cost: \$630.00. Funding source: GATES Foundation funds.
- 7) Ms. Julie Pehkonen, director, careers and technical educational projects, to travel to Washington, D.C., April 8-16, 2010, to attend the National Alliance for Partnerships in Equity Conference at part of the California Statewide Joint Special Populations Advisory Committee. Estimated cost: \$1,800.00. Funding source: Travel costs to be reimbursed by National Alliance for Partnership in Equity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: March 16, 2010

Subject: Out-of-State Travel (continued)

Riverside Community College District:

None

Gregory W. Gray
Chancellor

Prepared by: Kathy Tizcareno
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: March 16, 2010

Subject: Contracts and Agreements Report Less than \$78,500–All District Resources

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$78,500. The attached listing of contracts and agreements under \$78,500 requested by campus and District staff, have been reviewed, and verified that budgeted funds are available in the appropriate category of expenditure has occurred. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2010. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify contracts totaling \$365,860.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Contracts and Agreements Report-All District Funds
 \$78,500 and Under
 2/01/10 thru 2/28/10

PO#	Department	Vendor	Business Location	Description	Amount
C0002880	Board of Trustees	Public Interest Investigation Inc	Los Angeles	Investigative Services	\$2,500
C0002881	FPD&C	Cardinal Environmental Consultants, Inc	Tustin	Hazardous Materials Survey	27,400
C0002882	Health Sciences Programs - Moreno Valley	Beach, Anna Marie	Riverside	Mentoring Stipend	1,440
C0002883	Health Sciences Programs - Moreno Valley	Be, Jennifer	Moreno Valley	Mentoring Stipend	1,440
C0002884	Health Sciences Programs - Moreno Valley	Awesome, Vanda	Perris	Mentoring Stipend	1,440
C0002885	Health Sciences Programs - Moreno Valley	Holloway, Jr, William	Moreno Valley	Mentoring Stipend	1,440
C0002887	Health Sciences Programs - Moreno Valley	Awesome, Zena	Perris	Mentoring Stipend	1,440
C0002888	Health Sciences Programs - Moreno Valley	Radcliffe, Gerald	Perris	Mentoring Stipend	1,440
C0002889	Health Sciences Programs - Moreno Valley	Cotton, Monique Q	Ontario	Mentoring Stipend	1,440
C0002890	Health Sciences Programs - Moreno Valley	Hughes, Nichelle	Moreno Valley	Mentoring Stipend	1,440
C0002891	Health Sciences Programs - Moreno Valley	Carey, Diane Z	Riverside	Mentoring Stipend	1,440
C0002892	Health Sciences Programs - Moreno Valley	Kozonis, Lynda	Moreno Valley	Mentoring Stipend	1,440
C0002893	Health Sciences Programs - Moreno Valley	Lockard, Shannon	Riverside	Mentoring Stipend	1,320
C0002894	Health Sciences Programs - Moreno Valley	Lopez, Tabitha	Hemet	Mentoring Stipend	1,320
C0002895	Health Sciences Programs - Moreno Valley	Vang, Janet	Moreno Valley	Mentoring Stipend	1,320
C0002896	Health Sciences Programs - Moreno Valley	Ramos, Jasmine	Moreno Valley	Mentoring Stipend	1,320
C0002898	President - Moreno Valley Campus	Moses, Tenaya	Moreno Valley	Mentoring Stipend	1,320
C0002899	Workforce Preparation	Acorn Technology Corporation	Riverside	Sharepoint	14,994
C0002900	Educational Services - Moreno Valley	Taylor, Dena	Soquel	Technical Site Visits	22,500
C0002902	Grants & Contract Services	Garrison Associates	San Francisco	Proposal Development	1,500
C0002903	Admissions & Records - Moreno Valley	Ecivis, LLC	Pasadena	License & Service Agreement	5,000
C0002904	Admissions & Records - Moreno Valley	Royal Restrooms of Inland Empire LLC	Glendora	Portable Restroom for Commencement	1,300
C0002907	Customized Solutions	A-Better Party, Inc	Lake Elsinore	Chairs for Commencement	2,000
C0002908	Workforce Preparation	Umanaget & Associates	Riverside	Training	1,300
C0002909	CTE Projects	Ransford, Jamey Sue	Sebastopol	Facilitator	22,500
C0002910	Community & Senior Citizen Education	Riverside Marriott	Riverside	Meeting Room and Catering	4,090
C0002911	Customized Solutions	McDonald, Victoria	Perris	Presenter	500
C0002912	Customized Solutions	Umanaget & Associates	Riverside	Training	7,350
C0002913	Facilities - Moreno Valley	Behavioral Momentum Associates, LLC	Corona	Training	350
C0002914	FPD&C	Steinberg Architects	San Jose	Health Science Center Design	70,700
N/A	Customized Solutions	PSOMAS	Riverside	ADA Transition Plan	75,000
N/A	CTTD	First Nations Employment Society	West Vancouver, BC	Customized Training	No Cost
N/A	School of Nursing	Foundation for California Community Colleges	Sacramento	Management Services	No Cost
N/A	Dental Hygiene	Riverside Community Hospital	Riverside	Illegal Disclosure of Public Health Information	No Cost
N/A	Dental Hygiene	2 Sisters Food	Riverside	Customized Training	No Cost
N/A	Dental Hygiene	Candide Petrol, DDS	Murrieta	Clinical Training	No Cost
N/A	Dental Hygiene	Liviu Eftime, DDS	Rancho Cucamonga	Clinical Training	No Cost
N/A	Dental Hygiene	Parissa Djafari, DDS	Riverside	Clinical Training	No Cost
N/A	Dental Hygiene	Byron Diehl, DDS	Redlands	Clinical Training	No Cost
N/A	Dental Hygiene	Douglas Brown, DDS	Claremont	Clinical Training	No Cost
N/A	Dental Hygiene	Michael Erickson, DDS	Menifee	Clinical Training	No Cost
N/A	Dental Hygiene	Riverside Dental Group	Riverside	Clinical Training	No Cost
N/A	Dental Hygiene	Timou Roncone, DDS	Temecula	Clinical Training	No Cost
N/A	Dental Hygiene	Peter Krakowiak, DMD	Lake Elsinore	Clinical Training	No Cost
N/A	Dental Hygiene	Negeen Zareh, DDS	Riverside	Clinical Training	No Cost
N/A	Dental Hygiene	Meerweis Stanisai, DDS	Murrieta	Clinical Training	No Cost
N/A	Dental Hygiene	Rick Nichols, DDS	Redlands	Clinical Training	No Cost
N/A	Dental Hygiene	Roy Y. Miyamoto, DMD	Temecula	Clinical Training	No Cost

Contracts and Agreements Report-All District Funds
 \$78,500 and Under
 2/01/10 thru 2/28/10

PO#	Department	Vendor	Business Location	Description	Amount
N/A	Dental Hygiene	Albert Lee, DDS	Rancho Cucamonga	Clinical Training	No Cost
N/A	Dental Hygiene	Marc R. Larson, DDS	Riverside	Clinical Training	No Cost
N/A	Dental Hygiene	Gerald Middleton, DDS	Riverside	Clinical Training	No Cost
N/A	Dental Hygiene	Phoung Huyng, DDS	Riverside	Clinical Training	No Cost
N/A	Dental Hygiene	Mohammad A Hassan, DDS	Moreno Valley	Clinical Training	No Cost
N/A	Dental Hygiene	Mark E. Harris, DDS	Riverside	Clinical Training	No Cost
N/A	Dental Hygiene	Randall hailliday, DDS	San Bernardino	Clinical Training	No Cost
N/A	Dental Hygiene	Todd B. Ehrler, DDS	Fontana	Clinical Training	No Cost
N/A	Dental Hygiene	Clelan Ehrler, DDS	Fontana	Clinical Training	No Cost
Additions to Approved/Ratify Contracts of \$78,500 and Under					
C0001872	Facilities - Norco	Premier Commercial Bank	Anaheim	Norco Phase III	19,490
C0002138	VTEA	Corona - Norco Unified School Dist.	Norco	CTE Collaborative Grant	13,257
C0002478	Performance Riverside	Music Theatre International	New York, NY	Unsinkable Molly Brown Production Fee	2,970
C0002613	Board of Trustees	Liebert Cassidy Whitmore	Los Angeles	Legal Services	15,000
C0002656	Community & Senior Citizen Education	Rounds, Miller and Associates	Ranchopalosverdes	Presenter	2,000
C0002671	International Students	Sterling University Apartments, LP	Houston, TX	Living Accommodations	21,794
C0002688	Community & Senior Citizen Education	Boulos, Jenesie	Cerritos	Community Ed Presenter	5,000
C0002700	CTE Projects	Corona - Norco Unified School Dist.	Norco	CTE Collaborative Grant	3,000
C0002760	FPD&C	Dudek	Encinitas	Amends/Increase MV Parking Structure	3,365
C0002430	FPD&C	Higginson + Cartozian Architects	Redlands	Amends Date Center for Primary Ed Design	No Cost
N/A	DSPS	Department of Rehabilitation	Sacramento	Amends Position Title Change	No Cost
N/A	Customized Solutions	Fisrt Nations Employment Society	West Vancouver, BC	Amends Name Change From VanAsep	No Cost
N/A	Workforce Preparation	Riverside County Workforce Development Board	Riverside	Amends Scope of Work	No Cost
N/A	FPD&C	City of Riverside	Riverside	Amends/Reduces Amount by \$87,750	No Cost
N/A	School of Nursing	Catholic Healthcare West dba St. Bernardine Med Ctr	San Bernardino	Amends/Adds Criminal Background Checks	No Cost
Total					<u>\$365,860</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-6-b

Date: March 16, 2010

Subject: Lease Agreement with Bell, Orrock and Watase

Background: In January, 2010, the Chancellor's Office assumed the lease negotiations with the law firm of Bell, Orrock and Watase, the District's tenant on the first floor of the District Office building. The square footage of the leased space is 6,180. Taking into consideration the state of the economy, area comps, and consultation with a real estate expert, the parties have agreed on a one-year full service lease at the rate of \$1.45 per square foot, for a total monthly lease payment of \$8,961.00. The term of the lease is from January 1, 2010, through December 31, 2010.

Recommended Action: It is recommended that the Board of Trustees approve the Lease Agreement with Bell, Orrock and Watase.

Gregory W. Gray
Chancellor

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

LEASE

The Riverside Community College District, herein called Lessor, subleases to Bell, Orrock and Watase, herein called Lessee, the property described below upon the following terms and conditions:

1. Recitals. Lessor is owner/occupant of the three-story building located at 1533 Spruce St., Riverside, CA 92507. Lessor desires to lease office space on the first floor of the building to Lessee, as a Full Service Rate lease.

2. Description. The leased premises consist of approximately 6,180 square feet of office space in Suite 100 at the address noted in #1 above.

3. Use.

a. The premises are leased to lessee solely for the purpose of providing office space with non-proprietary rights.

b. Lessee shall have the use of the leased premises and restrooms, common usage of the walkways, driveways, and other similar facilities maintained by Lessor for the Lessee and the public.

c. Lessee shall have use of the parking lot as follows: In addition to common usage of the parking lot, Lessee is given six (6) designated parking spaces – two (2) covered and four (4) uncovered.

d. The leased premises shall not be used for any other purpose without first obtaining the written consent of Lessor.

4. Rent. Lessee shall pay the sum of \$1.45 per square foot, per month, for a total of \$8,961.00 per month, to Lessor, as rent for the leased premises, payable, in advance, on the first day of the month. This is a Full Service Rate lease, therefore:

Lessor agrees to be responsible for the following: IT/Telephone infrastructure, all utility services (gas, water, electricity), HVAC/heating systems, plumbing systems, custodial services, outdoor landscaping/maintenance (including the parking lot), property taxes, trash and sewer, maintenance of the exterior of the building to keep in good working order and repair, and maintenance of the interior of the leased premises in good working order so long as the repairs and maintenance are the cause of normal every day use.

Lessee agrees to be responsible for the following: Telephone and IT services, and repairs and/or maintenance needed that are the result of the negligence or willful misconduct of Lessee.

Rent Payments shall be made out to Riverside Community College District and shall be mailed to Riverside Community College District, 4800 Magnolia Ave., Riverside, CA 92506, Attn: Aaron Brown, Associate Vice Chancellor, Finance

5. Term.

a. The term of this lease shall be for a period of 12 months, beginning January 1, 2010 and terminating December 31, 2010. The parties may negotiate an additional one-year term upon written agreement of both parties.

b. Any holding over by Lessee after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease, except for the monthly rent, which will increase by 125% and remain at that rate until a new lease is signed or Lessee vacates the premises.

6. Termination.

a. Either party shall have the right to terminate this Lease with One Hundred Twenty (120) days advance written notice, prior to December 31, 2010. If such notice is given, the lease shall expire on December 31, 2010.

b. This Lease may be extended and renegotiated for additional one-year terms upon written request of Lessee and written agreement of Lessor.

c. Lessor shall have the right to terminate this Lease forthwith in the event Lessee fails or refuses to perform, keep or observe any of Lessee's duties or obligations hereunder; provided, however, that Lessee shall have thirty (30) days in which to correct Lessee's breach or default after written notice thereof has been served on Lessee.

d. At or prior to the termination of this Lease, Lessee shall remove, or cause to be removed, all of its furniture, furnishings, equipment and office supplies from the leased premises, and in the event such removal injures or damages the premises, Lessee, at Lessee's expense, shall restore the leased premises.

7. Damage to Premises. In the event of damage to Lessee's premises, or part of Lessee's premises caused by Lessor, things under Lessor's control or other outside influences not under Lessee's control, upon notification of damage by Lessee, Lessor will make every effort to begin repairs within a reasonable time after notification. Should the damage to the premises prevent Lessee from full use of the premises or any part thereof, Lessee's monthly rent may be reduced by that percentage of the premises which is uninhabitable for the period of time that Lessee is unable to use the damaged premises.

8. Signs. Lessee shall not erect, maintain or display any signs or other forms of advertising upon the leased premises without first obtaining the written approval of Lessor, which approval shall not be unreasonably withheld.

9. Improvements by Lessee. Any alterations, improvements or installation of fixtures to be undertaken by Lessee shall have the prior written consent of Lessor. Such consent shall not be unreasonably withheld by Lessor.

10. Rights of Lessor. Lessor shall have the right to enter the leased premises, with at least 24 hours notice, for the purpose of inspecting, monitoring and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to under this Lease.

11. Insurance. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of comprehensive general liability insurance, in an amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined. Lessee shall provide Lessor with a Certificate of Insurance, naming Lessor as an additional insured.

With regard to the leased premises, Lessee shall also obtain and keep in force during the term of this Lease, for the benefit of Lessee, replacement cost fire and extended coverage insurance, with vandalism and malicious mischief, sprinkler leakage and earthquake sprinkler leakage endorsements, in an amount sufficient to cover not less than 100% of the full replacement cost, as the same may exist from time to time, of all of lessee's personal property, fixtures, equipment and tenant improvements.

Lessee shall deliver to Lessor copies of insurance policies noted above within seven (7) days after the signing of this Lease. No policy shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals thereof.

12. Indemnity. Lessee shall indemnify and hold harmless Lessor and its Trustees, officers, agents, employees and independent contractors from and against any and all claims for damage to the person or property of anyone or any entity arising from lessee's use of the premises or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or omission of Lessee, or any of Lessee's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Lessor as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding

be brought against Lessor by reason of any such matter, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be so indemnified. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property of Lessee or injury to persons, in, upon or about the premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

13. Assignment. Lessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of Lessor. In the event of any such transfer, Lessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Lease.

14. Binding on Successors. Lessee, its assigns and successor in interest, shall be bound by all the terms and conditions contained in this Lease and all of the parties thereto shall be jointly and severally liable hereunder.

15. Waiver of Performance. No waiver by Lessor at any time of any of the terms and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.

16. Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

17. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. Attorneys' Fees. In the event of any litigation, other than arbitration, between Lessee and Lessor to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation.

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

Lessor
Ruth W. Adams, Esq.
Director, Contracts, Compliance &
Legal Services
1533 Spruce St., Ste. 210
Riverside, CA 92507

Lessee
Stanley Orrock, Esq.
Bell, Orrock & Watase
1533 Spruce St., Ste. 100
Riverside, CA 92507

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

20. Arbitration. Prior to filing any action at law or in equity with the Courts of Riverside County for the purpose of enforcing a right or rights provided for by this Lease, the parties shall first attempt to resolve any disputes by way of non-binding arbitration, using the American Arbitration Association. Each party to pay one-half of any costs associated with such arbitration.

21. Entire Lease. This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

22. Approval. This Lease shall not be binding or consummated until its approval by the Lessor's Board of Trustees, and signed by the Vice Chancellor, Administration and Finance.

LESSOR
RIVERSIDE COMMUNITY COLLEGE
DISTRICT

LESSEE
BELL, ORROCK & WATASE

By: _____
James L. Buisse
Vice Chancellor
Administration and Finance

By: _____
Stanley Orrock

Dated: _____

Dated: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: March 16, 2010

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.

Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	CPU	4100	DVVVLK01	017583
1	DELL	CPU	4100	7XVLK01	017585
1	GATEWAY	CPU	E6000	0031696590	022492
1	GATEWAY	CPU	E6000	0031696591	022499
1	GATEWAY	CPU	E6000	0031696592	022482
1	GATEWAY	CPU	E6000	0031696593	022500
1	GATEWAY	CPU	E6000	0031696594	022493
1	GATEWAY	CPU	E6000	0031696595	022497
1	GATEWAY	CPU	E6000	0031696596	022495
1	GATEWAY	CPU	E6000	0031696597	022473
1	GATEWAY	CPU	E6000	0031696598	022504
1	GATEWAY	CPU	E6000	0031696600	022474
1	GATEWAY	CPU	E6000	0031696601	022472
1	GATEWAY	CPU	E6000	0031696602	022483
1	GATEWAY	CPU	E6000	0031696603	022480
1	GATEWAY	CPU	E6000	0031696604	022484
1	GATEWAY	CPU	E6000	0031696605	022487
1	GATEWAY	CPU	E6000	0031696607	022494
1	GATEWAY	CPU	E6000	0031696609	022481
1	GATEWAY	CPU	E6000	0031696610	022491
1	GATEWAY	CPU	E6000	0031696611	022479
1	GATEWAY	CPU	E6000	0031696612	022498
1	GATEWAY	CPU	E6000	0031696613	022496
1	GATEWAY	CPU	E6000	0031696614	022503
1	GATEWAY	CPU	E6000	0031696615	022477
1	GATEWAY	CPU	E6000	0031696616	022541
1	GATEWAY	CPU	E6000	0031696617	022501
1	GATEWAY	CPU	E6000	0031696618	022478
1	GATEWAY	CPU	E6000	0031696619	022471
1	GATEWAY	CPU	E6000	0031696620	022486
1	GATEWAY	CPU	E6000	0031696621	022476
1	GATEWAY	CPU	E6000	0031696622	022485
1	GATEWAY	CPU	E6000	0031696623	022475
1	GATEWAY	CPU	E6000	0031696624	022502
1	GATEWAY	CPU	E6000	0031696625	022470
1	GATEWAY	CPU	E3400-933	0022996139	018848
1	GATEWAY	CPU	E3400	0026862486	018771
1	DELL	CPU	4100	5YVLK01	017617
1	GATEWAY	CPU	E4650	0026692253	016777
1	G. ELECTRIC	UTILITY VEHICLE	GEM	5ASAK27401F012453	018334
1	NEC	MONITOR	1850E	205013283	019406
1	NEC	MONITOR	1850E	205014086	019419
1	NEC	MONITOR	1850E	205012805	019428
1	NEC	MONITOR	1850E	205013333	019431
1	NEC	MONITOR	1850E	205014022	019433
1	NEC	MONITOR	1850E	205014000	019434
1	NEC	MONITOR	1850E	205014023	019435
1	NEC	MONITOR	1850E	205012585	019436
1	NEC	MONITOR	1850E	205014077	019437
1	GATEWAY	MONITOR	FPD1965	MPH5A50H00452	031360
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09026	018855
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09028	018865

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08978	018870
1	NEC	MONITOR	LCD 1760V	31052187FA	019493
1	VIEWSONIC	MONITOR	VE170	A09020901903	019118
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02618	018852
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08970	018862
1	DELL	MONITOR	LCD1830	2101359CA	011034
1	HP	PRINTER	LJ5	USHB072931	008666
1	HP	PRINTER	LJ5SIMX	USDK023481	009741
1	HP	PRINTER	LJ5M	USHC085558	023515
1	EPSON	PRINTER	800	3HR1419099	038206
1	LEXMARK	PRINTER	21G8686	13480668190	031821
1	HP	PRINTER	LASERJET 5	USUSHB057532	009744
1	CANON	SCANNER	8400F	UZM196685	038129
1	T. DUNN	TRUCK	1987	JAABL14A8H0738592	027246
1	FORD	VAN	1990	1FBJS31G8IHA72506	027214
1	FORD	VAN	1990	1FBJS31G1IHA72508	027218
1	FORD	VAN	1991	1FTDA34U7MZA76068	027220
1	John Deere	Tractor	1979	289513L	-----
1	Cushman	Scooter	1973	4648	-----
1	Cushman	w/Dump Box	1984	1CUNH2223NL000556	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: March 16, 2010

Subject: Notices of Completion

Background: Facilities Planning, Design and Construction staff reports that the following projects, previously approved by the Board of Trustees, are now complete.

<u>Project</u>	<u>Contractor</u>	<u>Location</u>
Phase III, Industrial Technology Center Project-Plumbing	Munson Plumbing	Rancho Cucamonga
Phase III, Industrial Technology Center Project-Specialties	Inland Building Const.	San Bernardino
Phase III, Industrial Technology Center Project-Doors	Inland Building Const.	San Bernardino
Phase III, Industrial Technology Center Project-Drywall	Caston Plastering & Drywall	San Bernardino
Soccer Field Complex-Norco Phase II Project	CSI Construction	Irvine

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

Gregory W. Gray
Chancellor

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

Curt Mitchell
Vice President, Business Services
Norco Campus

Doretta Sowell
Purchasing Manager

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

Name James L. Buysse,
 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 03/16/2010. The work done was:
Phase III, Industrial Technology Center Project, Plumbing DSA A# 04-108588 File#33-C1
- The name of the contractor, if any, for such work of improvement was Munson Plumbing
(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: Community College Campus
- The street address of said property is Riverside Community College, Norco Campus, 2001 Third St., 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 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. 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)

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 Riverside Community College District
 AND WHEN RECORDED MAIL TO:

Name James L Buysse,
 Vice Chancellor, Admin. & Finance
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 CA 92506

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- 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 03/16/2010. The work done was:
Phase III, Industrial Technology Center Project, Specialties DSA A# 04-108588 File#33-C1
- The name of the contractor, if any, for such work of improvement was Inland Building Const.
(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: Community College Campus
- The street address of said property is Riverside Community College, Norco Campus, 2001 Third St., Norco, CA 92860
(If no street address has been officially assigned, insert "none")

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Riverside Community College District
 President, Board of Trustees

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

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("President of," "Manager of," "A partner of," "Owner of," etc.)
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NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 03/16/2010. The work done was:
Phase III, Industrial Technology Center Project, Doors DSA A# 04-108588 File#33-C1
- The name of the contractor, if any, for such work of improvement was Inland Building Const.
(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: Community College Campus
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(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

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

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- 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 03/16/2010. The work done was:
Phase III, Industrial Technology Center Project, Drywall DSA A# 04-108588 File#33-C1
- The name of the contractor, if any, for such work of improvement was Caston Plastering & Drywall
(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: Community College Campus
- The street address of said property is Riverside Community College, Norco Campus, 2001 Third St., 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 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. Buysse the declarant of the foregoing
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 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 16, 2010

Subject: Using GSA Schedule for Purchasing – Grounds for Play

Background: General Services Administration (GSA) maintains lists of contracts for goods and services with competitive pricing awarded to vendors. The GSA Schedule is approved for use by all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The Board has previously approved the use of GSA for piggyback purchases under Public Contract Code 10652.

The staff proposes that we use the GSA Schedule #6507F-6337A to purchase Grounds for Play playground equipment for the Stokoe Learning Center project in the amount of \$80,501. The contract has been reviewed and meets District requirements.

Recommended Action: It is recommended that the Board of Trustees approve using GSA Schedule #6507F-6337A, to purchase playground equipment in the amount of \$80,501 for the Stokoe Learning Center project using the current Measure C project budget.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: March 16, 2010

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2009 through February 28, 2010. 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.

<u>General Funds</u>	<u>Page</u>
Resource 1000 – General Operating	1
Resource 1050 – Parking	2
Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
<u>Special Revenue Funds</u>	
Resource 3200 – Food Services	10
Resource 3300 – Child Care	11
<u>Capital Projects Funds</u>	
Resource 4100 – State Construction & Scheduled Maintenance	12
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<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	16
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<u>Expendable Trust and Agency Funds</u>	
Associated Students of RCC	18
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ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: March 16, 2010

Subject: Monthly Financial Report (continued)

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 139,809,817	\$ 138,568,478	\$ 138,618,478	\$ 87,633,818
Intrafund Transfer from District Bookstore (Resource 1110)	390,000	390,000	390,000	100,000
Total Revenues	<u>\$ 140,199,817</u>	<u>\$ 138,958,478</u>	<u>\$ 139,008,478</u>	<u>\$ 87,733,818</u>
Expenditures				
Academic Salaries	\$ 69,640,732	\$ 65,197,508	\$ 65,041,367	\$ 41,590,899
Classified Salaries	30,284,045	31,721,873	31,667,483	20,355,464
Employee Benefits	26,024,205	26,858,967	26,912,798	15,655,974
Materials & Supplies	2,470,162	2,465,067	2,566,185	1,369,626
Services	13,259,321	13,773,762	13,669,457	7,410,212
Capital Outlay	2,248,302	822,930	1,032,817	578,660
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	522,091	665,157	665,157	332,579
Federal Work Study (Resource 1190)	224,892	177,291	177,291	96,989
Instr. Equipment Match (Resource 1190)	73,259	22,004	22,004	22,004
Performance Riverside (Resource 1090)	193,257	193,257	193,257	96,629
ARRA Stimulus Backfill (Resource 1190)	0	454,608	454,608	454,608
General Fund Backfill (Resource 1190)	0	1,495,042	1,495,042	1,495,042
Interfund Transfer to:				
Resource 3300	365,000	372,761	372,761	176,380
Resource 6100	250,000	250,000	250,000	125,000
Total Expenditures	<u>\$ 145,555,266</u>	<u>\$ 144,470,227</u>	<u>\$ 144,520,227</u>	<u>\$ 89,760,066</u>
Revenues Over (Under) Expenditures	\$ (5,355,449)	\$ (5,511,749)	\$ (5,511,749)	\$ (2,026,248)
Beginning Fund Balance	<u>19,259,076</u>	<u>13,903,627</u>	<u>13,903,627</u>	<u>13,903,627</u>
Ending Fund Balance	<u>\$ 13,903,627</u>	<u>\$ 8,391,878</u>	<u>\$ 8,391,878</u>	<u>\$ 11,877,379</u>
Ending Cash Balance				<u>\$ 18,737,523</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 2,073,629</u>	<u>\$ 1,963,300</u>	<u>\$ 1,963,300</u>	<u>\$ 1,425,498</u>
Expenditures				
Classified Salaries	\$ 1,121,929	\$ 1,202,016	\$ 1,202,016	\$ 704,862
Employee Benefits	330,845	372,816	372,816	197,566
Materials & Supplies	80,743	80,174	78,174	18,867
Services	360,902	392,293	394,293	203,545
Capital Outlay	<u>93,660</u>	<u>70,003</u>	<u>70,003</u>	<u>24,071</u>
Total Expenditures	<u>\$ 1,988,079</u>	<u>\$ 2,117,302</u>	<u>\$ 2,117,302</u>	<u>\$ 1,148,911</u>
Revenues Over (Under) Expenditures	\$ 85,550	\$ (154,002)	\$ (154,002)	\$ 276,587
Beginning Fund Balance	<u>221,160</u>	<u>306,710</u>	<u>306,710</u>	<u>306,710</u>
Ending Fund Balance	<u>\$ 306,710</u>	<u>\$ 152,708</u>	<u>\$ 152,708</u>	<u>\$ 583,297</u>
Ending Cash Balance				<u>\$ 510,269</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,712,767	\$ 1,537,294	\$ 1,537,294	\$ 1,362,384
Expenditures				
Academic Salaries	\$ 161,883	\$ 262,405	\$ 262,405	\$ 163,717
Classified Salaries	494,582	558,354	555,979	323,932
Employee Benefits	157,660	199,752	199,752	112,383
Materials & Supplies	81,993	100,386	100,386	51,347
Services	214,631	286,785	289,160	147,740
Capital Outlay	44,314	94,478	94,478	4,355
Total Expenditures	\$ 1,155,063	\$ 1,502,160	\$ 1,502,160	\$ 803,474
Revenues Over (Under) Expenditures	\$ 557,704	\$ 35,134	\$ 35,134	\$ 558,910
Beginning Fund Balance	<u>1,115,304</u>	<u>1,673,008</u>	<u>1,673,008</u>	<u>1,673,008</u>
Ending Fund Balance	<u>\$ 1,673,008</u>	<u>\$ 1,708,142</u>	<u>\$ 1,708,142</u>	<u>\$ 2,231,918</u>
Ending Cash Balance				<u>\$ 2,138,929</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 742,448	\$ 751,500	\$ 751,500	\$ 551,173
Expenditures				
Academic Salaries	\$ 4,286	\$ 4,272	\$ 4,272	\$ 2,848
Classified Salaries	287,505	266,398	266,398	187,388
Employee Benefits	70,257	71,088	71,088	40,758
Materials & Supplies	4,621	3,200	4,150	3,118
Services	380,528	350,040	349,090	280,557
Total Expenditures	\$ 747,197	\$ 694,998	\$ 694,998	\$ 514,669
Revenues Over (Under) Expenditures	\$ (4,749)	\$ 56,502	\$ 56,502	\$ 36,504
Beginning Fund Balance	(56,591)	(61,340)	(61,340)	(61,340)
Ending Fund Balance	\$ (61,340)	\$ (4,838)	\$ (4,838)	\$ (24,836)
Ending Cash Balance				\$ (22,953)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 731,313	\$ 715,090	\$ 715,090	\$ 497,758
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	96,629
Total Revenues	<u>\$ 924,570</u>	<u>\$ 908,347</u>	<u>\$ 908,347</u>	<u>\$ 594,387</u>
Expenditures				
Classified Salaries	\$ 337,723	\$ 321,945	\$ 321,945	\$ 201,709
Employee Benefits	106,729	111,854	111,854	64,429
Materials & Supplies	31,579	31,500	33,000	12,448
Services	480,224	431,380	429,880	266,144
Total Expenditures	<u>\$ 956,255</u>	<u>\$ 896,679</u>	<u>\$ 896,679</u>	<u>\$ 544,730</u>
Revenues Over (Under) Expenditures	\$ (31,685)	\$ 11,668	\$ 11,668	\$ 49,657
Beginning Fund Balance	<u>(737,157)</u>	<u>(768,842)</u>	<u>(768,842)</u>	<u>(768,842)</u>
Ending Fund Balance	<u>\$ (768,842)</u>	<u>\$ (757,174)</u>	<u>\$ (757,174)</u>	<u>\$ (719,185)</u>
Ending Cash Balance				<u>\$ (714,270)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 1,012,983</u>	<u>\$ 917,500</u>	<u>\$ 917,500</u>	<u>\$ 443,168</u>
Expenditures				
Services	\$ 43,795	\$ 43,775	\$ 43,775	\$ 21,887
Interfund Transfer to				
Food Services (Resource 3200)	676,930	529,809	529,809	264,904
Intrafund Transfer to				
General Operating (Resource 1000)	<u>390,000</u>	<u>390,000</u>	<u>390,000</u>	<u>100,000</u>
Total Expenditures	<u>\$ 1,110,725</u>	<u>\$ 963,584</u>	<u>\$ 963,584</u>	<u>\$ 386,791</u>
Revenues Over (Under) Expenditures	\$ (97,742)	\$ (46,084)	\$ (46,084)	\$ 56,377
Beginning Fund Balance	<u>194,541</u>	<u>96,799</u>	<u>96,799</u>	<u>96,799</u>
Ending Fund Balance	<u><u>\$ 96,799</u></u>	<u><u>\$ 50,715</u></u>	<u><u>\$ 50,715</u></u>	<u><u>\$ 153,176</u></u>
Ending Cash Balance				<u><u>\$ 153,176</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 138,662	\$ 266,000	\$ 266,000	\$ 115,050
Expenditures				
Classified Salaries	\$ 104,372	\$ 141,278	\$ 141,278	\$ 55,181
Employee Benefits	31,197	48,151	48,151	17,215
Materials & Supplies	3,279	4,211	4,211	1,980
Services	57,359	103,261	103,261	62,899
Total Expenditures	\$ 196,207	\$ 296,901	\$ 296,901	\$ 137,275
Revenues Over (Under) Expenditures	\$ (57,545)	\$ (30,901)	\$ (30,901)	\$ (22,225)
Beginning Fund Balance	141,149	83,604	83,604	83,604
Ending Fund Balance	\$ 83,604	\$ 52,703	\$ 52,703	\$ 61,379
Ending Cash Balance				\$ 63,249

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 2,027,640</u>	<u>\$ 2,028,225</u>	<u>\$ 2,028,225</u>	<u>\$ 329,015</u>
Expenditures				
Services	\$ 122,944	\$ 125,100	\$ 125,100	\$ 89,367
Capital Outlay	0	0	166,634	71,479
Total Expenditures	<u>\$ 122,944</u>	<u>\$ 125,100</u>	<u>\$ 291,734</u>	<u>\$ 160,846</u>
Revenues Over (Under) Expenditures	\$ 1,904,696	\$ 1,903,125	\$ 1,736,491	\$ 168,169
Beginning Fund Balance	<u>5,659,416</u>	<u>7,564,112</u>	<u>7,564,112</u>	<u>7,564,112</u>
Ending Fund Balance	<u>\$ 7,564,112</u>	<u>\$ 9,467,237</u>	<u>\$ 9,300,603</u>	<u>\$ 7,732,281</u>
Ending Cash Balance				<u>\$ 7,073,270</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 27,253,987	\$ 31,090,483	\$ 11,923,972
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	332,579
For Federal Work Study	187,408	177,291	177,291	96,990
For Instructional Equipment	87,243	22,004	22,004	22,004
For ARRA Federal Stimulus Backfill	0	454,608	454,608	454,608
For General Fund Backfill	0	1,495,042	1,495,042	1,495,042
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 30,068,089</u>	<u>\$ 33,904,585</u>	<u>\$ 14,325,195</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 5,328,041	\$ 5,957,013	\$ 2,480,791
Classified Salaries	6,775,599	9,631,961	10,251,201	5,358,753
Employee Benefits	2,888,546	4,170,691	4,462,676	1,930,576
Materials & Supplies	1,521,925	1,811,244	2,409,527	402,298
Services	3,059,959	7,174,103	8,318,609	1,907,473
Capital Outlay	1,781,586	3,224,405	3,782,931	1,215,406
Scholarships	25,500	13,212	13,212	18,769
Student Grants (Financial, Book, Meal, Transportation)	325,290	456,560	451,544	136,422
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 31,810,217</u>	<u>\$ 35,646,713</u>	<u>\$ 13,450,488</u>
Revenues Over (Under) Expenditures	\$ 0	\$ (1,742,128)	\$ (1,742,128)	\$ 874,707
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ (1,742,128)</u>	<u>\$ (1,742,128)</u>	<u>\$ 874,707</u>
Ending Cash Balance				<u>\$ 206,002</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,367,091	\$ 1,527,874	\$ 1,527,874	\$ 968,825
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	676,930	529,809	529,809	264,904
Total Revenues	<u>\$ 2,044,021</u>	<u>\$ 2,057,683</u>	<u>\$ 2,057,683</u>	<u>\$ 1,233,729</u>
Expenditures				
Classified Salaries	\$ 687,645	\$ 745,786	\$ 745,786	\$ 487,621
Employee Benefits	286,991	324,520	324,520	184,542
Materials & Supplies	736,518	776,800	776,800	446,577
Services	286,559	208,971	208,971	116,733
Capital Outlay	60,693	0	0	0
Total Expenditures	<u>\$ 2,058,406</u>	<u>\$ 2,056,077</u>	<u>\$ 2,056,077</u>	<u>\$ 1,235,473</u>
Revenues Over (Under) Expenditures	\$ (14,385)	\$ 1,606	\$ 1,606	\$ (1,744)
Beginning Fund Balance	159,294	144,909	144,909	144,909
Ending Fund Balance	<u>\$ 144,909</u>	<u>\$ 146,515</u>	<u>\$ 146,515</u>	<u>\$ 143,165</u>
Ending Cash Balance				<u>\$ 121,358</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,377,947	\$ 1,350,790	\$ 1,350,790	\$ 830,941
Interfund Transfer from General Operating (Resource 1000)	<u>365,000</u>	<u>372,761</u>	<u>372,761</u>	<u>176,381</u>
Total Revenues	<u>\$ 1,742,947</u>	<u>\$ 1,723,551</u>	<u>\$ 1,723,551</u>	<u>\$ 1,007,322</u>
Expenditures				
Academic Salaries	\$ 996,132	\$ 1,015,374	\$ 1,015,374	\$ 600,570
Classified Salaries	331,172	342,641	342,641	218,069
Employee Benefits	220,824	255,974	255,974	146,022
Materials & Supplies	64,923	72,209	72,209	38,363
Services	61,576	89,199	89,199	41,232
Capital Outlay	<u>15,527</u>	<u>650</u>	<u>650</u>	<u>649</u>
Total Expenditures	<u>\$ 1,690,154</u>	<u>\$ 1,776,047</u>	<u>\$ 1,776,047</u>	<u>\$ 1,044,905</u>
Revenues Over (Under) Expenditures	\$ 52,793	\$ (52,496)	\$ (52,496)	\$ (37,583)
Beginning Fund Balance	<u>62,345</u>	<u>115,138</u>	<u>115,138</u>	<u>115,138</u>
Ending Fund Balance	<u>\$ 115,138</u>	<u>\$ 62,642</u>	<u>\$ 62,642</u>	<u>\$ 77,555</u>
Ending Cash Balance				<u>\$ 88,443</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 13,148,656	\$ 56,650,208	\$ 57,071,208	\$ 1,525,787
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	<u>485,338</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 13,633,994</u>	<u>\$ 56,650,208</u>	<u>\$ 57,071,208</u>	<u>\$ 1,525,787</u>
Expenditures				
Services	\$ 66,010	\$ 0	\$ 0	\$ 0
Capital Outlay	<u>13,158,844</u>	<u>57,612,066</u>	<u>58,033,066</u>	<u>3,222,321</u>
Total Expenditures	<u>\$ 13,224,854</u>	<u>\$ 57,612,066</u>	<u>\$ 58,033,066</u>	<u>\$ 3,222,321</u>
Revenues Over (Under) Expenditures	\$ 409,140	\$ (961,858)	\$ (961,858)	\$ (1,696,534)
Beginning Fund Balance	<u>552,718</u>	<u>961,858</u>	<u>961,858</u>	<u>961,858</u>
Ending Fund Balance	<u>\$ 961,858</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (734,676)</u>
Ending Cash Balance				<u><u>\$ (869,034)</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 12	\$ 1,115,688	\$ 1,661,088	\$ 2
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,661,076	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,661,076	\$ 0
Revenues Over (Under) Expenditures	\$ 12	\$ 12	\$ 12	\$ 2
Beginning Fund Balance	533	545	545	545
Ending Fund Balance	<u>\$ 545</u>	<u>\$ 557</u>	<u>\$ 557</u>	<u>\$ 547</u>
Ending Cash Balance				<u>\$ 547</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 276,545	\$ 185,000	\$ 185,000	\$ 44,194
Expenditures				
Services	\$ 31,839	\$ 10,000	\$ 10,000	\$ 2,318
Capital Outlay	24,470	1,641,618	1,641,618	46,211
Total Expenditures	<u>\$ 56,309</u>	<u>\$ 1,651,618</u>	<u>\$ 1,651,618</u>	<u>\$ 48,529</u>
Revenues Over (Under) Expenditures	\$ 220,236	\$ (1,466,618)	\$ (1,466,618)	\$ (4,335)
Beginning Fund Balance	<u>12,043,744</u>	<u>12,263,980</u>	<u>12,263,980</u>	<u>12,263,980</u>
Ending Fund Balance	<u><u>\$ 12,263,980</u></u>	<u><u>\$ 10,797,362</u></u>	<u><u>\$ 10,797,362</u></u>	<u><u>\$ 12,259,645</u></u>
Ending Cash Balance				<u><u>\$ 11,641,362</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,846,334	\$ 6,633,783	\$ 6,633,783	\$ 308,518
Expenditures				
Classified Salaries	\$ 53,624	\$ 217,523	\$ 217,523	\$ 133,678
Employee Benefits	24,124	95,574	95,574	48,737
Materials & Supplies	2,619	0	0	0
Services	273,685	381,426	518,510	160,423
Capital Outlay	19,489,780	70,211,756	70,074,672	12,482,898
Intrafund Transfers to:				
State Construction (Resource 4100)	485,338	0	0	0
Total Expenditures	\$ 20,329,170	\$ 70,906,279	\$ 70,906,279	\$ 12,825,736
Revenues Over (Under) Expenditures	\$ (18,482,836)	\$ (64,272,496)	\$ (64,272,496)	\$ (12,517,218)
Beginning Fund Balance	86,487,241	68,004,405	68,004,405	68,004,405
Ending Fund Balance	\$ 68,004,405	\$ 3,731,909	\$ 3,731,909	\$ 55,487,187
Ending Cash Balance				\$ 55,943,918

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,857,746	\$ 4,811,500	\$ 4,811,500	\$ 3,651,239
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	125,000
Total Revenue	<u>\$ 5,107,746</u>	<u>\$ 5,061,500</u>	<u>\$ 5,061,500</u>	<u>\$ 3,776,239</u>
Expenditures				
Classified Salaries	\$ 167,605	\$ 167,071	\$ 167,071	\$ 109,240
Employee Benefits	55,445	57,744	57,744	34,185
Materials & Supplies	2,519	4,000	4,000	703
Services	5,322,805	5,261,404	5,261,404	3,170,860
Capital Outlay	38,292	40,000	40,000	0
Total Expenditures	<u>\$ 5,586,666</u>	<u>\$ 5,530,219</u>	<u>\$ 5,530,219</u>	<u>\$ 3,314,988</u>
Revenues Over (Under) Expenditures	\$ (478,920)	\$ (468,719)	\$ (468,719)	\$ 461,251
Beginning Fund Balance	<u>2,990,385</u>	<u>2,511,465</u>	<u>2,511,465</u>	<u>2,511,465</u>
Ending Fund Balance	<u>\$ 2,511,465</u>	<u>\$ 2,042,746</u>	<u>\$ 2,042,746</u>	<u>\$ 2,972,716</u>
Ending Cash Balance				<u>\$ 5,148,008</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 1,588,973</u>	<u>\$ 1,558,000</u>	<u>\$ 1,558,000</u>	<u>\$ 991,238</u>
Expenditures				
Classified Salaries	\$ 78,445	\$ 78,000	\$ 78,000	\$ 51,821
Employee Benefits	28,274	29,165	29,165	17,247
Materials & Supplies	0	620	620	0
Services	<u>992,198</u>	<u>1,351,500</u>	<u>1,351,500</u>	<u>641,524</u>
Total Expenditures	<u>\$ 1,098,917</u>	<u>\$ 1,459,285</u>	<u>\$ 1,459,285</u>	<u>\$ 710,592</u>
Revenues Over (Under) Expenditures	\$ 490,056	\$ 98,715	\$ 98,715	\$ 280,646
Beginning Fund Balance	<u>1,020,999</u>	<u>1,511,055</u>	<u>1,511,055</u>	<u>1,511,055</u>
Ending Fund Balance	<u>\$ 1,511,055</u>	<u>\$ 1,609,770</u>	<u>\$ 1,609,770</u>	<u>\$ 1,791,701</u>
Ending Cash Balance				<u>\$ 3,400,833</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
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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	\$ 699,588	\$ 648,490	\$ 648,490	\$ 615,746
Expenditures				
Materials & Supplies	\$ 1,003,613	\$ 648,490	\$ 648,490	\$ 413,017
Total Expenditures	\$ 1,003,613	\$ 648,490	\$ 648,490	\$ 413,017
Revenues Over (Under) Expenditures	\$ (304,025)	\$ 0	\$ 0	\$ 202,729
Beginning Fund Balance	1,202,159	898,134	898,134	898,134
Ending Fund Balance	\$ 898,134	\$ 898,134	\$ 898,134	\$ 1,100,863
Ending Cash Balance				\$ 2,148,529

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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.

	<u>Student Financial Aid</u>			
	Prior Year			
	Actuals	Adopted	Revised	Year to Date
	<u>7-1-08 to 6-30-09</u>	<u>Budget</u>	<u>Budget</u>	<u>Activity</u>
Revenues	<u>\$ 24,837,204</u>	<u>\$ 20,963,715</u>	<u>\$ 20,963,715</u>	<u>\$ 23,746,500</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 24,837,204</u>	<u>\$ 20,963,715</u>	<u>\$ 20,963,715</u>	<u>\$ 16,208,594</u>
Total Expenditures	<u>\$ 24,837,204</u>	<u>\$ 20,963,715</u>	<u>\$ 20,963,715</u>	<u>\$ 16,208,594</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 7,537,906
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>\$ 7,537,906</u>
Ending Cash Balance				<u><u>\$ 7,831,020</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2010**

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>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7	\$ 0	\$ 0	\$ 1
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (13)	\$ 0	\$ 0	\$ 1
Beginning Fund Balance	<u>16,252</u>	<u>16,239</u>	<u>16,239</u>	<u>16,239</u>
Ending Fund Balance	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,240</u>
Ending Cash Balance				<u>\$ 16,240</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-1

Date: March 16, 2010

Subject: Ben Clark Public Safety Training – Center Status Resolution No. 40-09/10

Background: The Riverside Community College District (RCCD) currently has an agreement with the Riverside County Sheriff's Department for the shared use of the Ben Clark Public Safety Training Center (BCTC) for office space, as well as classroom and laboratory facilities to teach courses in administration of justice, fire technology, and emergency medical services. The District is in the planning process to seek approval for a State-recognized Educational Center (Center Status Project) located at BCTC. On June 16, 2009, the Board of Trustees approved an agreement with tBP/Architecture to collect, prepare and submit to the State the required Letter of Intent and Needs Assessment Study documents for the State approval of the Educational Center at the Ben Clark Public Safety Training Center. Center Status for BCTC will entitle this facility to obtain additional operational funding from the State and the ability to participate in the California Community Colleges Capital Outlay Program.

Likewise, Education Code Section 66904; requires a positive California Postsecondary Education Commission (CPEC) recommendation to allow the Legislature to authorize or acquire new institutions or branches of public postsecondary education and authorize distribution of State funds. CPEC reviews require documentation to determine certain standards are met, such as: financial viability, provision of high quality educational services, and sufficient enrollment to sustain the project in the long-term. In addition to the required supporting documentation, a copy of a resolution by RCCD's Board of Trustees approving the Educational Center must be included with the application submission.

Staff is now requesting Board of Trustees approval of Resolution 40-09/10, to approve and establish an Educational Center at BCTC located in Riverside. The Educational Center will be an off-campus operation owned or long-term leased by the District and administered by the Moreno Valley College. CPEC requires the Educational Center to offer instructional programs leading to (but not limited to) certificates or degrees conferred by the District. A State recognized Educational Center must also enroll in the fall a minimum of 500 Full Time Equivalent Students (FTES) and maintain an on-site administration office. At this time, BCTC's enrollment has exceeded the required enrollment threshold and fall 2008 enrollment exceeds 1,100 FTES. The attached estimated Center Status Milestone Schedule (Exhibit A) to achieve Center Status is included for review.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-1

Date: March 16, 2010

Subject: Ben Clark Public Safety Training – Center Status Resolution No. 40-09/10
(continued)

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 40-09/10, authorizing the establishment of an Educational Center (Center Status Project) at the Ben Clark Public Safety Training Center, a Moreno Valley off-campus operation; and for the Riverside Community College District Board of Trustees to sign the associated resolution.

Gregory W. Gray
Chancellor

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

Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

Monte Perez
President
Moreno Valley College

Reagan Romali
Vice President, Business Services
Moreno Valley College

Cordell Briggs
Dean, Public Safety Education & Training
Ben Clark Public Safety Training Center

Exhibit A

Ben Clark Public Safety Training Center Center Status Project

MILESTONE SCHEDULE

- Background and History August 1, 2009 – October 31, 2009
- Environmental Impact August 1, 2009 – September 30, 2009
- Enrollment Projections September 15, 2009 – December 31, 2009
- Alternative Exploratory August 15, 2009 – November 30, 2010
- Academic Planning & Program Justification August 1, 2009 – February 15, 2010
- Student Services & Outreach August 15, 2009 – March 1, 2010
- Support & Capital Budget Projects August 15, 2009 – March 31, 2010
- Geographic & Physical Accessibility August 15, 2009 – March 31, 2010
- Effects on Other Institutions August 15, 2009 – March 31, 2010
- Economic Efficiency August 15, 2009 – March 31, 2010
- Submittal & Approval Process August 15, 2009 – March 31, 2010
- State Approval of Center Status Summer 2010 (target date)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 40-09/10

RESOLUTION OF THE BOARD OF TRUSTEES
AUTHORIZING THE APPLICATION TO ESTABLISH AN
EDUCATION CENTER OF MORENO VALLEY COLLEGE
AT THE BEN CLARK PUBLIC SAFETY TRAINING CENTER

WHEREAS, Riverside Community College District is an institution of higher education since 1916 serving the region of Western Riverside County; and

WHEREAS, in 1991, Riverside Community College District created the Moreno Valley campus as an education center; and

WHEREAS, in January 2010, the ACCJC acted to Grant Initial Accreditation to the Riverside Community College District for the Moreno Valley campus to become Moreno Valley College; and

WHEREAS, at the regular meeting of March 1-2, 2010 of the Board of Governor's for the California Community College system, the Board approved the establishment of Moreno Valley College as the 111th college in the California Community College system; and

WHEREAS, the Ben Clark Public Safety Training Center is a regional training facility in partnership with Riverside County Sherriff's Department, California Department of Fire (CAL Fire) , California Highway Patrol (CHP), and Riverside Community College District

WHEREAS, Riverside Community College District is the education partner for public safety training and education, dating back to 1953 with Cal Fire and Riverside County Sheriff's Office for public safety training and education; and

WHEREAS, Ben Clark Public Safety Training Center is a central instructional site that provides comprehensive public safety, law enforcement, fire training and emergency services training and education, and

WHEREAS, operations for the Moreno Valley College at Ben Clark Public Safety Training Center has increased over three (3) consecutive years, including enrollment; annually exceeding 500 full time equivalent student, and

WHEREAS, an Educational Center at Ben Clark Public Safety Training would accommodate the increase of operations and enrollment within the community, and

WHEREAS, Riverside Community College District has determined establishing Ben Clark Public Safety Training Center as an Educational Center of Moreno Valley College would

better meet the needs of increased operations and student enrollment at the Ben Clark Public Safety Training Center and for Moreno Valley College; and

WHEREAS, the California Postsecondary Education Commission requires a copy of the District resolution to be included within the District's "Letter of Intent," concerning the Board of Trustees approval of an Educational Center, and

NOW THEREFORE, the Governing Board of the Riverside Community College District does hereby find, resolve, determine, and order the establishment of an Educational Center of the Moreno Valley College at the Ben Clark Public Safety Training Center within the Riverside Community College District.

PASSED AND ADOPTED this 16th day of March, 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia M. Blumenthal
President of the Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-C-1

Date: March 16, 2010

Subject: 2010-2011 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 39-09/10

Background: The District has periodically participated in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation since 1993, most recently in FY 2009-2010. 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 2009-2010, the program issued more than \$563 million in notes to more than 145 districts.

The Program's underwriter, Piper Jaffray, sells the notes in the financial marketplace as tax-exempt securities. The notes have a maturity length of one year. The proceeds of the notes are reinvested in high quality taxable investments (AA or AAA rated entities) with a corresponding maturity length. Since both the interest cost and reinvestment rates are guaranteed, the District is not exposed to the market risk of interest rate volatility during the course of the year.

As the Board is aware, with the passage of the State's fiscal year 2009-2010 budget and mid-year adjustments for fiscal year 2008-2009, the District became 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.

As discussed at the November 2009 and February 2010 meetings of the Board's Resources Committee, the State's funding strategy of deferring significant amounts of monthly apportionment payments to California community colleges appears to be a permanent part the budget landscape. In FY 2009-2010, District apportionment payments totaling \$19.3 million were deferred from the months of January through June to July 2010. In addition, another \$8.2 million was deferred from the months of July 2009 and March 2010 to the months of October 2009 and May 2010, respectively. Due to the substantial size of these apportionment deferrals and the impact on the District's cashflow, the Board approved an initial TRAN maximum borrowing authorization of \$15 million (March 17, 2009); a subsequent increase to the maximum TRAN borrowing authorization to \$25 million (February 16, 2010); and an authorization for a temporary loan from internal funds in the amount of \$10 million (May 19, 2009).

Current projections indicate that the District will experience a cash flow shortage in July 2010 due to apportionment deferrals and in subsequent months if adoption of a State budget is delayed like it has been for the past two years. In addition, the cash deficits projected for the months of March through June in the current fiscal year will occur again in fiscal 2010-2011.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-C-1

Date: March 16, 2010

Subject: 2010-2011 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 39-09/10 (continued)

To protect the District's cash position for FY 2010-2011, the attached TRAN borrowing resolution is presented for the Board's consideration and action. The resolution establishes the District's maximum borrowing amount at \$25 million. Adoption of the attached resolution does not obligate the District to participate in the Program. The resolution delegates the authority to participate in the TRAN program to District staff based on further refinement of projected cash flow needs as we approach the end of the fiscal year and also describes the parameters of issuance.

New in this year's TRAN authorization is authority to issue multiple series of TRANs, up to the resolution limit, under one resolution. This contrasts with the prior year's TRAN whereby an increase to the maximum borrowing authorization was requested of the Board subsequent to original issuance of the TRAN.

We will continue to monitor cash flow over the ensuing months.

Recommendation: It is recommended that the Board of Trustees approve Resolution No. 39-09/10 authorizing the borrowing of funds for fiscal year 2010-2011, the issuance and sale of a 2010-2011 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.

Gregory W. Gray
Chancellor

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

Aaron S. Brown
Associate Vice Chancellor, Finance

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION

NAME OF DISTRICT: RIVERSIDE COMMUNITY COLLEGE DISTRICT*

LOCATED IN: COUNTY OF RIVERSIDE

MAXIMUM AMOUNT OF BORROWING: \$25,000,000.00

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-2011 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, 2011 ("Fiscal Year 2010-2011") by the issuance of its 2010-2011 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; ** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2010-2011 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit

Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture

and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust

Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2010-2011 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2010-2011 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust

office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2010-2011 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or

by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are 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 its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers 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, 2010 through June 15, 2011 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. 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. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in any such Repayment Period (or day preceding a single Repayment Period), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2010, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

For Notes issued in calendar year 2011, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes or such that the interest on such Series of Notes is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods

identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture, as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of

the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby

authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds, are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2010-2011 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2010-2011 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 2010-2011, (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, shall not exceed fifty percent (50%) of the estimated amounts of uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for

Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of 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 2004-2005 through Fiscal Year 2008-2009, 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 2009-2010 and 2010-2011, respectively.

(H) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(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 Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(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, 2010 (the "Fiscal Year 2009-2010") 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 2009-2010 or Fiscal Year 2010-2011 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 2009-2010 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011.

(S) The District will maintain a positive general fund balance in Fiscal Year 2010-2011.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(H) 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 Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United

States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (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 2010-2011 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes 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 "2010-2011 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes, the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day

after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit

funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this

Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall 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 Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
 COUNTY OF _____, CALIFORNIA
 2010-2011 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES __

Date of
Original Issue

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

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

	<u>Interest Rate</u> _____ %		<u>Maturity Date</u> _____, 2011	
<u>First Repayment Period</u>	<u>Second Repayment Period</u>	<u>Third Repayment Period</u>	<u>Fourth Repayment Period</u>	<u>Fifth Repayment Period</u>
___ % of the total of [principal] [interest] [principal and interest] due at maturity	___ % of the total of [principal] [interest] [principal and interest] due at maturity	___ % of the total of [principal] [interest] [principal and interest] due at maturity	___ % of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 2011 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* To bear this designation if this Note is a Series of Subordinate Notes.

** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/_____
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

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

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 _____, 2010, 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: _____, 2010

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



MEMORANDUM

To California School Cash Reserve Program Authority
FROM Orrick, Herrington & Sutcliffe LLP
DATE 2/8/10
RE Questions related to Cross-Fiscal Year TRANs

The State of California (the “State”) has deferred a substantial amount of funding for school districts, community college districts and county boards of education from fiscal year 2009-10 to fiscal year 2010-11 (the “Deferred Revenues”). This has complicated the cash flow management activities of those agencies, making it necessary for many of them to consider the issuance of a cross-fiscal year tax and revenue anticipation note (“TRAN”) to provide operating liquidity until the State disburses the Deferred Revenues in fiscal year 2010-11.

The issuance of cross-fiscal year TRANs has raised questions about the legality of pledging TRAN repayment funds received in a different fiscal year than when the TRANs were issued. The questions relate to the debt limit imposed on education agencies under Section 18 of Article XVI of the California Constitution and the statutory provisions of the California Government Code (Sections 53850 to 53858, both inclusive, of the California Government Code) which authorize such agencies to borrow money by the issuance of TRANs.

Section 18 of Article XVI of the California Constitution generally limits such agencies’ authority to incur indebtedness as follows:

No county, city... board of education, or school district, shall incur any indebtedness or liability in any manner or for any purpose exceeding in any year the income and revenue *provided for such year*, without the assent of two-thirds of the voters....
(Emphasis added.)

Section 53854 of the California Government Code provides, in relevant part, that:

Such [a TRAN] shall be payable not later than the last day of the fiscal year in which it is issued; provided that such note may be made payable during the fiscal year

February 8, 2010
Page 2

succeeding the fiscal year in which issued, but in no event later than 15 months after the date of issue, when such note is payable only from revenue *received or accrued during* the fiscal year in which issued. (Emphasis added.)

In other words, a TRAN issued in fiscal year 2009-10 may not be payable from the Deferred Revenues (which are to be received in fiscal year 2010-11) unless the Deferred Revenues are determined to be (i) revenues “provided for” fiscal year 2009-10 within the meaning of Article XVI, Section 18 of the California Constitution, and (ii) revenues “accrued during” fiscal year 2009-10 within the meaning of Section 53854 of the California Government Code.

At least one rating agency has indicated that it will require (as part of its criteria for rating a cross-fiscal year TRAN) that a legal opinion be provided to the rating agency with respect to the pledge of revenues to be received in a fiscal year other than the one in which the TRAN is issued.

Orrick, Herrington & Sutcliffe LLP, Bond Counsel for the California School Cash Reserve Program, believes it will be in a position to render a legal opinion substantially to such effect in connection with the pooled 2009-10 Cross-Fiscal Year TRAN program developed by the California School Boards Association. Such opinion will be subject to certain limitations and assumptions, including that each participating local education agency in fact treats the applicable Deferred Revenues as accrued in fiscal year 2009-10 for budgetary, financial reporting and all other relevant purposes.

We hope this memorandum clarifies the questions raised by cross-fiscal year TRANs. If you need further clarification, please contact Donald S. Field, Esq., at (213) 612-2287.

PROPOSED FORM OF SPECIAL COUNSEL OPINION

__, 2010

School Districts Listed on
Schedule I to the Trust Agreement

California School Cash Reserve Program
Certificates of Participation
(2009-2010 TRANS) Series
(Final Opinion)

Ladies and Gentlemen:

We have acted as special counsel to the California school districts, community college districts and county boards of education (the "Districts") identified in Schedule I to the Trust Agreement, dated as of _____, 2010 (the "Trust Agreement"), between the Districts and U.S. Bank National Association, as trustee (the "Trustee"), in connection with the execution and delivery of \$_____ aggregate principal amount of California School Cash Reserve Program Certificates of Participation (2009-2010 TRANS) Series __ (the "Certificates"), evidencing and representing proportionate and undivided interests in the tax and revenue anticipation notes (the "Notes") issued on the date hereof by or on behalf of the Districts. Each Note is issued pursuant to a resolution of the respective issuing District and, for a District that is not fiscally accountable, in certain cases, a corresponding resolution of the County Board of Supervisors of the County in which such District is located (the "County"), each passed and adopted (collectively, the "Note Resolutions") under Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (commencing with Section 53850 thereof), and designated the respective District's "2009-2010 Tax and Revenue Anticipation Note." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

In such connection, we have reviewed the Trust Agreement, the Note Resolutions, certificates of the Districts regarding tax and other matters ("the District Certificates") and of the Trustee, and opinions of counsel to the Trustee, the Districts and others, an opinion of Kutak Rock LLP, as special counsel to the Districts, regarding issuance of the Notes by the Districts or Counties, as applicable, and the adoption, legality, validity and enforceability of the Note Resolutions, the Notes and certain other matters, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Certificates has concluded with their execution and delivery, and we disclaim any

obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Districts or the Counties, as appropriate. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Note Resolutions, the Trust Agreement and the District Certificates, including (without limitation) covenants and agreements compliance with which is necessary to ensure that future actions, omissions or events will not cause interest evidenced and represented by the Certificates to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Note Resolutions, the Notes, the Trust Agreement and the District Certificates, and evidenced and represented by the Certificates, and their enforceability, may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts, community college districts, county boards of education and counties in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of any Note Resolution or the Trust Agreement, the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering materials relating to the Notes or the Certificates and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

Each Note constitutes the valid and binding obligation of the respective issuing District. The principal of and interest on each Note are payable from Pledged Revenues (as that term is defined in the respective Note Resolution) of the issuing District and, to the extent not so paid, are payable from any other moneys of such District lawfully available therefor.

The Note Resolutions have been duly adopted by the Districts, and each constitutes a valid and binding obligation of the respective District.

The Trust Agreement, assuming due authorization, execution and delivery by the Districts and the Trustee, constitutes the valid and binding limited obligation of the Districts.

The Certificates upon execution and delivery thereof by the Trustee are entitled to the benefits of the Trust Agreement.

Interest on the Notes paid by the Districts and received by the registered owners of the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. The amount treated as interest and excluded from gross income may depend upon the taxpayer's election under Internal Revenue Notice 94-84. Such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the

ownership or disposition of the Certificates or the accrual or receipt of interest evidenced and represented by the Certificates.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE
LLP

per

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-C-2

Date: March 16, 2010

Subject: Citrus Belt Savings & Loan Gallery Architectural Study

Background: On April 28, 2009, the Board of Trustees was presented with information regarding the District's Planning of the Market Street Properties. The Market Street Properties is located at the corner of Market Street and University Avenue in downtown Riverside. The properties located along University Avenue have been designed for the Riverside School for the Arts (RSA); two of the three properties along Market Street continue to be studied for future use, however the third property is proposed below. On November 17, 2009, the Board of Trustees approved Resolution No. 16-09/10 as an emergency due to the pre-cast concrete architectural vertical fins being an imminent falling hazard for the Market Street Properties Building known as the Citrus Belt Savings and Loan (CBS&L), also known as the Heiting Building. Also approved, was an agreement with Tilden-Coil Constructors, Inc. in an amount not to exceed \$80,000 to mobilize the demolition contractor. The agreement was funded by the Riverside County/City designated Redevelopment Pass-Through funds (Resource 1180).

Since the CBS&L Building may be repurposed for non-instructional use, District staff is requesting the Board of Trustees to consider approval of architectural studies and plans for the CBS&L Building analyzing its renovation, exposing and restoring its original facade and architecture (Exhibit I). The interior (10,000 square feet) of the building, (located next to White Park) may be renovated to house the Citrus Belt Savings & Loan (CBS&L) Gallery. The CBS&L Gallery would contain a body of materials on the Japanese American experiences during the mid-20th century, including the Miné Okubo Collection entrusted to the District (by the famed artist). The Miné Okubo Collection includes photographs, paintings, sketches and correspondences dating back to the 1930's. The never before exhibited collection, would be a historic addition to the renaissance of downtown Riverside. The CBS&L Gallery project will expand Riverside's art triangle; joining the newly renovated Fox Performing Arts Center (City of Riverside) and the Culver Center recently renovated by the University of California Riverside. In addition, the City of Riverside may join the District in housing local history tied to the era, possible including such works as the Harada Family archival and artifact collections.

Staff is now requesting Board approval of a tentative budget for the Citrus Belt Savings & Loan Gallery Architectural Study and project budget at the Market Street Properties, in the amount of \$4 million. The tentative project budget includes the planning and working drawings, construction renovation, test and inspection services, construction management, and other related plan check fees. If approved, the staff and design team will complete the contract documents and present the final draft to the Board of Trustees for review and approval prior to proceeding to bid.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-C-2

Date: March 16, 2010

Subject: Citrus Belt Savings & Loan Gallery Architectural Study (continued)

Additionally, on January 20, 2010 the Miné Okubo Committee of the Board of Trustees (District Board Sub-Committee) recommended the office of Facilities Planning, Design and Construction move forward with a study and design of the (CBS&L) Gallery Project.

Staff therefore requests the Board of Trustees approve the attached agreement with LPA architects to provide design, engineering and construction administration services in an amount not to exceed \$327,500.

To be funded by Riverside County/City designated funds in Resource 1180 - Redevelopment Pass-Through.

Recommended Action: It is recommended that the Board of Trustees approve the Citrus Belt Savings & Loan Gallery Project located at the Market Street Properties, approve a tentative project budget in the amount of \$4 million; approve the agreement with LPA to provide design, engineer and construction administration services in an amount not to exceed \$327,500; approve the use of Redevelopment Pass-Through funds (Resource 1180); and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

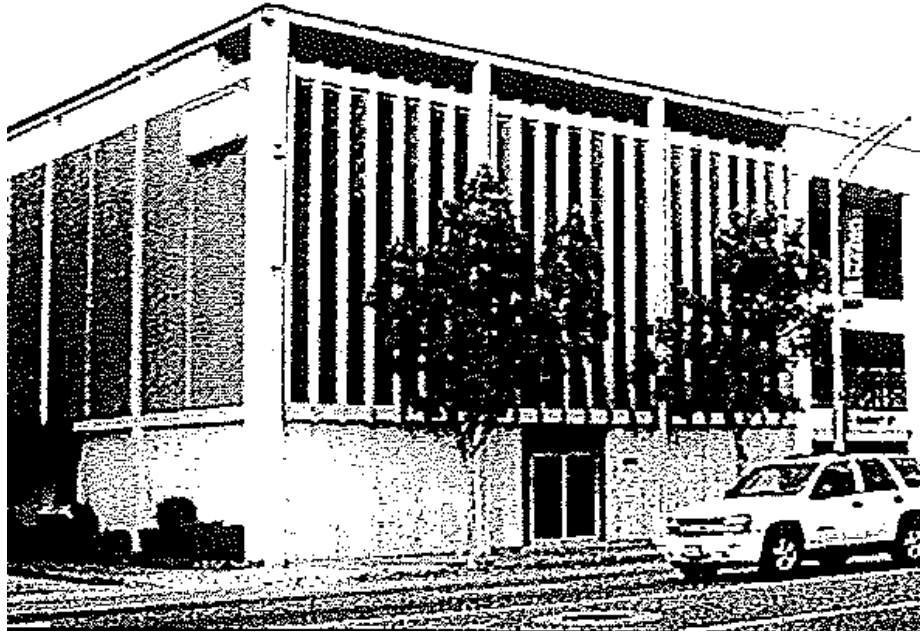
Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Chris Carlson
Chief of Staff/Executive Assistance to the Chancellor
Chancellor's Office

Exhibit I

Citrus Belt Savings & Loan Building

Restoration from this . . .



Back to this . . .



RIVERSIDE COMMUNITY COLLEGE DISTRICT ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and LPA, hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Citrus Belt Savings & Loan Gallery Project, hereinafter referred to as "PROJECT", located at 3845 Market Street, Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that \$4,000,000 in total funding and an estimated construction cost of not to exceed \$3,000,000 for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture services and

any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, and public utilities, as well as City of Riverside Building construction approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.
13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
15. The ARCHITECT shall provide historical renovation specialists required for the facade restoration, as directed by the DISTRICT.
16. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.
18. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.
19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to the City of Riverside and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

25. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to the City of Riverside and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

26. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the City of Riverside and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the City of Riverside and the local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact

costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

27. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. IN addition, ARCHITECT shall provide DISTRICT and an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

28. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.
- h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant change in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a

final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as the City of Riverside and the local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an AutoCAD file of all as-built conditions at no additional cost.

v. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

29. PROJECT Close-Out

a. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record's semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory Inspections as returned and done on the PROJECT.

b. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (iii) Weighmaster's Certificate (if required by approved drawings And specifications).
- (iv) Verification by the City Inspector that all items noted on any "Field Trip Notes" have been corrected.

ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other service not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the

Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:
- a. The DISTRICT may give written approval of an increase of such fixed limit;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
 - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other

party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination

by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

Architect shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Architect disagree with any audit conducted by District, Architect shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Architect shall not be reimbursed by District for such an audit.

In the event Architect does not make available its books and financial records at the location where they are normally maintained, Architect agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design: 10% of estimated Architect Fee as set forth on Attachment "A".

Design Development: 15% of estimated Architect Fee as set forth on Attachment "A".

Construction Documents: 40% of estimated Architect Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment "A".

City of Riverside Approval: 5% of estimated Architect fee as set forth on Attachment "A".

Bidding Phase: 3% of estimated Architect fee as set forth on Attachment "A".

Construction Admin: 25%, to be paid monthly based on actual level of completion, based on accepted bid.

Occupancy Approval Notice: 2% of estimated Architect fee as set forth on Attachment "A".

TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION 100% of actual Architect Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be \$2,000, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, or other public agencies.

ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape ARCHITECT, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor

during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed

by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and

maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

LPA

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Robert O. Kupper, AIA
Chief Executive Officer
5161 California Avenue, Suite 100
Irvine, CA 92617

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

Date: _____

Date: _____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of actual construction cost. (\$60,000.00)
2. Eleven and one-half percent (11 ½ %) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of actual construction cost. (\$110,000.00)
4. Ten percent (10%) of the next one million dollars (\$1,000,000.00) of actual construction cost. (\$100,000.00)

Total Compensation is not to exceed Three Hundred Twenty-Seven Thousand, Five Hundred Dollars and No Cents (\$327,500.00) of the estimated construction cost of Three Million Dollars (\$3,000,000).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: March 16, 2010

Subject: Revised and New Board Policies – Second Reading

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

Board of Trustees

AP 2220 – Committees of the Board – Revision of the Administrative Procedure adopted by the Board on September 16, 2008.

AP 2310 – Regular Meetings of the Board – Revision of the Administrative Procedure adopted by the Board on September 16, 2008.

Recommended Action: It is recommended that the Board of Trustees approve Administrative Procedures 2220 and 2310.

Gregory W. Gray
Chancellor

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

Riverside Community College District Procedure

No. 2220

Board of Trustees

AP 2220 COMMITTEES OF THE BOARD

Reference:

Government Code Section 54952

I. Meetings of the Committees

A. Regular Committee Meetings

~~Regular~~ Committee meetings will be **agendized as a regular Board of Trustees meeting and will be held** generally **be held** on the first or second Monday or Tuesday of each month at times stated on the agenda.

B. Special Committee Meetings

Special committee meetings may be called by the Committee Chair in consultation with the Board President and the Chancellor.

C. Adjourned Committee Meetings

~~Adjourned committee meetings may be held as the business of the committee requires.~~ Notice **will be given in accordance with the Brown Act** provisions are the same as for special meetings.

D. Place of Meetings

The location of ~~the committee~~ meetings shall be stated on the meeting agenda.

~~E. Quorum~~

~~The presence of either the Committee Chair or the Committee Vice-Chair, and representatives from two constituencies other than the Board, shall constitute a quorum for the transaction of committee business.~~

II. Nature and Purpose of Committees

The committees are a forum where the various constituencies of the District – Trustees, faculty, classified/confidential employees, administrators, and students – meet to discuss issues and to present

ideas. ~~The committees will not take votes, but rather, will hear and discuss opinions.~~ The general purpose of the committees, ~~then,~~ is to provide advice to the Board of Trustees and to effectuate the goals of shared governance. **Generally, no action will be taken on agenda items until the next regularly scheduled Board of Trustees meeting.**

III. Committee Membership

Each **Committee is chaired by** ~~Board member~~ is a member of each committee, with one Board member being the Chair, and another being the Vice-Chair. **The Chancellor will designate, for each Committee, an Administrator to serve as co-chair.** Other members of each committee are the Chancellor; a Vice-Chancellor, a President, the Chief of Staff, and any other person designated by the Chancellor or by the Committee Chair.

*Additionally, each committee shall have one representative(s) from each of the following constituencies, appointed annually by each respective group: Academic Senate, Associated Students, CTA, CSEA, and Confidential employees, **and Management Association.**

IV. **In the event of an absence or unexpected availability of the Committee Chair, the Board President may designate an alternate Board member to chair the Committee.**

V. Committee Officers

A. Committee Chair

The Committee Chair shall:

1. Preside at meetings of the assigned committee.
2. Review the committee agenda.
3. Serve as spokesperson for the committee.
4. Perform such other duties as determined by the Board of Trustees.

~~B. Committee Vice-Chair~~

~~The Committee Vice-Chair shall perform the duties of the Committee Chair when the Committee Chair is unavailable.~~

B. Committee Secretary

The Chancellor, or designee, shall serve as Secretary to all committees and shall, personally or through a designee:

1. Be responsible for all records, minutes, and documents of the committee meetings.
2. Notify members of committee meetings.
3. Attend committee meetings.
4. Prepare the agendas.

VI. Agenda

An agenda shall be prepared and posted for each committee meeting in compliance with the Brown Act.

VII. Minutes

- A. The minutes of the ~~committee~~ meetings shall record those present and who presided over the meeting.
- B. The minutes are public records.

VIII. Public Participation

Members of the public are **encouraged** ~~invited~~ to attend any ***and all*** committee meetings. Any member of the public who wishes to address a committee is requested to fill out a "Request to Address Committee" card. The Committee Chair will invite comments from the public on specific agenda items during the committee meeting.

Public comments are limited to five minutes.

Riverside Community College District Procedure

No. 2310
Board of Trustees

AP 2310 REGULAR MEETINGS OF THE BOARD

References:

Education Code Section 72000(d);
Government Code Sections 54952.2, 54953 et seq., and 54961

Regular meetings of the Board shall be held on the ***first and*** third Tuesdays of each month commencing at 6:00 p.m. at a location within the geographical boundaries of the District. ***The meeting on the first Tuesday will contain Board Committee items for discussion, as well as any other items deemed necessary.***

Agendas for each meeting will be posted at least 72 hours prior to the meeting at each campus/college within the District and shall remain so posted up to and including the time of such meeting. If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet at the posted location, meetings shall be held for the duration of the emergency at the place designated by the Chancellor, or his or her designee, in a notice to the local media that have requested notice, by the most rapid means of communication available at the time.

Date Approved: September 16, 2008
(Replaces Regulation 1010)

Revised:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: March 16, 2010

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our Board Policies and Administrative Procedures, the items below come before the Board for first reading.

The District

BP 1100 – The Riverside Community College District. This is a new Policy for the District.

Board of Trustees

AP 2210 – Officers. This is an update to the Administrative Procedure which was approved by the Board on September 16, 2008.

Business and Fiscal Affairs

BP 6740 – Citizens' Bond Oversight Committee. This is a new Policy for the District.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 1100, 2210 and 6740.

Gregory W. Gray
Chancellor

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

Riverside Community College District Policy

No. 1100

**The District
DRAFT**

BP 1100 THE RIVERSIDE COMMUNITY COLLEGE DISTRICT

References:

Education Code Section 72000(b);
Elections Code Section 18304

The District has been named the Riverside Community College District.

It is the legal name, and is the property of, the District. No person shall, without the permission of the Board of Trustees, use this name or the names of any colleges or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following colleges ~~and/or education center(s)~~:

- **Moreno Valley College**
- **Norco College**
- **Riverside City College**

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

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

Riverside Community College District Procedure

No. 2210

**Board of Trustees
DRAFT**

AP 2210 OFFICERS

Reference:

Education Code Section 72000

I. Organization of the Board

A. President

The President of the Board of Trustees shall:

1. Preside at all meetings of the Board unless unavailable.
2. Review the agenda with the **Chancellor of the District** ~~President of the College~~.
3. Assign a Trustee to the following committees:
 - a. **Resources** ~~Finance and Audit~~
 - b. **Governance** ~~Personnel and Labor Relations~~
 - c. **Facilities** ~~Planning and Development~~
 - d. **Planning and Operations** ~~Academic Affairs and Student Services~~
 - e. **Teaching and Learning** ~~Legislative~~
4. Designate a Trustee representative to:
 - a. Riverside County Committee on School District Organization
 - b. Association of Community College Trustees
 - c. California Community College Trustees
 - d. Community College League of California
 - e. Riverside County School Boards Association
 - f. **Association of Governing Boards of Universities and Colleges**
 - g. Other appropriate recognized organizations
5. Appoint a Trustee **as a liaison** to the Board of Directors of the **RCCD** Foundation.
6. Serve as **the official** spokesperson for the Board when a decision or consensus has been reached.
7. Work with the Chancellor of the District to plan special events which specifically involve Board members.

8. Sign appropriate correspondence, documents, and certificates.
9. Call special meetings as required in accordance with I. D. above.
10. Perform other duties as prescribed by law or action by the Board.

B. Vice President

The Vice President of the Board of Trustees shall:

1. Sign all official documents as required.
2. Perform the duties required of the President of the Board of Trustees when that individual is unavailable.
3. Perform other duties as prescribed by law or action by the Board.

C. Secretary of the Board

The Secretary of the Board of Trustees shall:

1. Sign all official documents as required.
2. Conduct the official correspondence of the Board.
3. Perform other duties as prescribed by law or action by the Board.

D. Secretary to the Board

The Secretary to the Board of Trustees (Chancellor of the District) shall:

1. Be responsible for all records, minutes, proceedings and documents of the Board.
2. Notify members, the public, and District employees of all Board meetings.
3. Attend all Board meetings.
4. Prepare the agenda for Board meetings.
5. Sign and execute official papers as required.

Date Approved: September 16, 2008

(Replaces Regulation 1010)

Revised:

**Business and Fiscal Affairs
DRAFT as of 01/21/09**

BP 6740 CITIZENS' *BOND* OVERSIGHT COMMITTEE

References:

Education Code Sections 15278, 15280, and 15282;
Calif. Constitution Article XIII A Section 1(b) and Article XVI Section 18(b)

If a bond measure has been authorized pursuant to the conditions of Proposition 39 as defined in the California Constitution, the Chancellor shall establish a Citizens' *Bond* Oversight Committee in accordance with the applicable law and necessary regulations.

NOTE: The **bold type** signifies **legally advised** 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. 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 and the League's legal counsel)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: VI-E-1

Date: March 16, 2010

Subject: Project Savings Reconciliation

Background: On February 11, 2010, the Associate Vice Chancellor of Facilities Planning, Design and Construction presented to the Board of Trustees a formal Capital Program Executive Summary (CPES) for review and consideration (Exhibit I). The CPES was presented as a planning tool to identify appropriations and prioritization of projects, as well as provide a roadmap for future Bond expenditures. Today, with the continued expansion and renovation of campuses, construction of new facilities, and added campus health and safety projects, the District has been successful in meeting many of the District's goals. Measure C Bond projects have allowed the District to provide students with classrooms, facilities and sites which improve the quality of learning and expand academic and workforce opportunities.

The Associate Vice Chancellor of Facilities Planning, Design and Construction now presents the Board of Trustees a Project Savings Reconciliation Report (PSR) for review and consideration (Exhibit II). The PSR is intended to reconcile the Board of Trustees approved project budgets with the actual completed project expenditures. Measure C Bond projects to date have amassed actual project savings totaling \$2,713,215.

Recommended Action: It is recommended that the Board of Trustees approve the adjusted budgets for the projects identified within the Project Savings Reconciliation Report (Exhibit II) and return the project savings totaling \$2,713,215 to District Measure "C" funds (Resource 4160).

Gregory W. Gray
Chancellor

Prepared by:

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

"WORKING DRAFT"
 Exhibit I

RCCD CAPITAL PROGRAM EXECUTIVE SUMMARY

Project Title	Location (M,N,R,D,A)	Project Budget	Leverage (State Capital Funds Unless Noted Otherwise)	Measure C/ Future Local G.O. Bond	Declining Balance	IPP (I)/FPP (F)	CSPC Prelim. Appr'l	DSPC Prelim. Appr'l	CSPC Final Appr'l	DSPC Final Appr'l	BOT Approval Date	Start Date	Estimated Completion Date	DSA Closure
INTEREST/INCOME:					\$350,000,000									
1 Total Issuance Premiums (Series A, B & 2007 C)	A	\$14,230,564	-	-	\$364,230,564	-	-	-	-	-	-	-	-	-
2 Total Interest Income (2004 - September 30, 2010)	A	\$11,254,156	-	-	\$375,484,720	-	-	-	-	-	-	-	-	-
3 Total Other Income (2006 - September 30, 2010)	A	\$6,224,836	-	-	\$381,709,556	-	-	-	-	-	-	-	-	-
4 Project Savings	A	\$2,970,678	-	-	\$384,680,234	-	-	-	-	-	-	-	-	-
Total		\$34,680,234	\$0	\$0	\$384,680,234									
COMPLETED PROJECTS:														
5 Certificates of Participation (1993 & 2001) - Refunding	A	\$12,492,085		\$12,492,085	\$372,188,149	-	-	-	-	-	6/93	-	-	-
6 GO Bond Issuance Related Expenditures	A	\$4,860,905		\$4,860,905	\$367,327,244	-	-	-	-	-	6/05	-	-	-
7 Bridge Space	R	\$1,175,132		\$1,175,132	\$366,152,112	-	-	-	-	-	8/23/05	8/31/05	12/13/05	**
8 District Phone and Voicemail Upgrades	A	\$349,000		\$349,000	\$365,803,112	-	-	-	-	-	4/19/05	-	-	-
9 MLK Renovation	R	\$6,144,613	\$5,133,999	\$1,010,614	\$364,792,498	F	-	-	-	-	4/22/04	12/03	8/23/05	C
10 Room Renovations	N	\$100,020		\$100,020	\$364,692,478	-	-	-	-	-	5/16/06	-	-	-
11 Swing Space (Lovekin)	R	\$4,273,734		\$4,273,734	\$360,418,744	-	-	-	-	-	12/14/04	1/3/05	7/1/05	-
12 Wheelock PE Complex/Athletic Field - Phase I	R	\$4,516,435		\$4,516,435	\$355,902,309	-	-	-	-	-	11/16/04	2/15/05	-	C
13 Parking Structure - Phase I	R	\$20,940,896		\$20,940,896	\$334,961,413	-	-	-	X	-	2/22/05	2/22/05	11/1/06	C
14 ECS Secondary Effects	M	\$288,919		\$288,919	\$334,672,494	-	-	-	X	-	9/12/06	-	-	**
15 RCCD System Office Purchase (Market Street Properties)	D	\$2,629,981		\$2,629,981	\$332,042,513	-	-	-	-	-	12/6/05	-	-	-
16 Emergency Phone Project	A	\$379,717		\$379,717	\$331,662,796	-	-	-	-	-	-	-	6/17/08	-
17 PBX Building	R	\$500,000		\$500,000	\$331,162,796	-	-	-	-	-	4/17/07	6/19/07	4/22/08	-
18 Long Range Master Plans	A	\$1,439,077		\$1,439,077	\$329,723,719	-	-	-	-	-	2/20/07	-	-	-
19 Hot Water Loop System & Boiler Replacement	M	\$869,848		\$869,848	\$328,853,871	-	-	-	X	-	5/15/07	-	9/16/08	-
20 Logic Domain - Capital Project Management System	A	\$96,000		\$96,000	\$328,757,871	-	-	-	-	-	3/20/07	-	-	-
21 Infrastructure Projects (IT Infrastructure Upgrade)	A	\$484,414		\$484,414	\$328,273,457	-	-	-	-	-	11/21/06	-	-	-
22 Utility Retrofit Project (NORESO)	A	\$6,181,188		\$6,181,188	\$322,092,269	-	-	-	X	-	8/29/06	-	-	C
23 Stokoe Innovative Learning Center	R	\$10,098,237	\$2,444,632	\$7,653,605	\$314,438,664	-	-	-	-	-	1/24/06	04/06	05/08	**
24 Modular Redistribution Projects	A	\$10,260,988		\$10,260,988	\$304,177,676	-	-	-	-	-	4/17/07	4/27/08	12/22/08	**
25 Scheduled Maintenance Match (Historic)	A	\$3,511,299	\$2,140,534	\$1,370,765	\$302,806,911	-	-	-	-	-	06/XX	-	-	-
26 ECS Building Upgrade	R	\$625,327		\$625,327	\$302,181,584	-	-	-	-	-	11/26/06	-	-	-
27 Industrial Technology Facility - Phase III	N	\$30,631,826	\$20,484,000	\$10,147,826	\$292,033,758	F	-	-	X	-	12/11/07	12/07	6/1/09	-
28 Quad Modernization	R	\$12,938,566	\$4,019,766	\$8,918,800	\$283,114,958	-	-	-	-	-	11/15/05	06/07	12/1/09	-
29 Bradshaw Building Electrical Project (Emergency Resolution)	R	\$366,353		\$366,353	\$282,748,605	-	-	-	-	-	8/19/08	10/27/08	2/24/09	-
30 District Computer/Network/System Upgrades	A	\$1,002,043		\$1,002,043	\$281,746,562	-	-	-	-	-	09/02	-	6/30/03	-
31 Soccer Field/Artificial Turf/Locker Rooms	N	\$4,616,480		\$4,616,480	\$277,130,082	-	-	-	X	-	8/18/08	01/09	10/09	-
32 Safety and Site Improvement Project (3rd Street)	N	\$1,700,000		\$1,700,000	\$275,430,082	-	-	-	-	-	8/18/09	08/09	12/09	-
33 Safety and Site Improvement Project	M	\$1,100,000	\$200,000	\$900,000	\$274,530,082	-	-	-	-	-	8/18/09	7/23/09	10/13/09	-
Total		\$144,573,083	\$34,422,931	\$110,150,152	\$274,530,082									
PLANNING, DESIGN OR CONSTRUCTION PROJECTS (ACTIVE):														
34 Food Services Remodel	A	\$4,539,705		\$4,539,705	\$269,990,377	-	-	X	-	X	11/21/06	8/31/09	4/2/10	-
35 Interim Food Service Facility	M	\$80,000	\$28,000	\$52,000	\$269,938,377	-	-	X	-	X	8/18/09	7/22/09	8/14/09	-
36 Student Support Center	N	\$19,994,500		\$19,994,500	\$249,943,877	I	-	-	-	-	6/16/09	04/09	08/10	-
37 Nursing/Science/Math Building	R	\$56,840,000	\$40,947,400	\$15,892,600	\$234,051,277	F	-	-	-	-	11/17/09	10/09	09/11	-
38 Aquatics Center	R	\$10,833,783	\$5,833,783	\$5,000,000	\$229,051,277	-	-	X	-	X	9/15/09	10/09	11/10	-
39 Wheelock PE Complex Gymnasium, Seismic Retrofit - Phase II	R	\$18,601,751	\$10,156,000	\$8,445,751	\$220,605,526	F	-	X	-	X	6/16/09	07/10	08/11	-
40 Network Operations Center (NOC)	M	\$3,013,357		\$3,013,357	\$217,592,169	-	-	X	-	X	1/27/09	06/10	-	-
41 Parking Structure & Surge Space	M	\$31,800,000		\$31,800,000	\$185,792,169	X	-	X	-	-	12/15/09	10/10	08/12	-
42 Riverside School for the Arts (RSA)	R	\$62,858,000	\$57,981,767	\$4,876,233	\$180,915,936	F	-	-	-	-	6/20/06	06/14	09/16	-
43 Downtown Parking Structure (RSA)	R	\$5,500,000	\$3,151,924	\$2,348,076	\$178,567,860	-	-	-	-	-	6/20/06	06/14	09/16	-
44 Culinary Project	R	\$14,000,000		\$14,000,000	\$164,567,860	-	-	-	-	-	-	06/11	-	-
45 CBS&L Gallery	D	\$4,000,000	\$4,000,000		\$164,567,860	-	-	-	-	-	-	01/11	03/12	-
46 Student/Academic Services - Phase III	M	\$19,398,730	\$15,101,000	\$4,297,730	\$160,270,130	F	-	X	-	X	8/18/09	06/14	12/15	-
47 Norco Operations Center (PBX/M&O Facility)	N	\$16,834,625		\$16,834,625	\$143,435,505	-	-	-	-	-	12/15/09	06/10	-	-
48 ADA Transition Plan & Implementation - Phase I	A	\$6,360,000		\$6,360,000	\$137,075,505	-	-	-	-	-	2/24/09	08/10	-	-
49 Utility Infrastructure Upgrade / I.T. Upgrade - Phase I	A	\$7,000,000		\$7,000,000	\$130,075,505	-	-	-	-	-	5/19/09	06/10	08/13	-
50 Quad Basement Remodel	R	\$467,500		\$467,500	\$129,608,005	-	-	X	-	X	12/9/08	-	-	-
51 Black Box Theatre Remodel	R	\$761,750		\$761,750	\$128,846,255	-	-	X	-	X	12/9/08	-	-	-
52 Technology Building - A Remodel	R	\$935,000		\$935,000	\$127,911,255	-	-	X	-	X	12/9/08	06/10	09/10	-
53 Life Science/Physical Science Secondary Effects	R	\$24,805,000	\$20,343,000	\$4,462,000	\$123,449,255	F	X	X	-	-	6/16/09	01/13	06/14	-
54 Administrative Move to Humanities Building	M	\$50,000		\$50,000	\$123,399,255	-	X	X	-	-	6/16/09	06/10	08/12	-
55 Science Laboratories Remodel Project (Phase I & II)	M	\$500,000		\$500,000	\$122,899,255	-	X	X	-	-	6/16/09	02/10	08/12	-
56 Ben Clark Public Safety Training Center Status Project	M	\$14,655,122	\$7,325,000	\$7,330,122	\$115,569,133	I	X	X	-	-	2/16/10	06/12	12/13	-
57 Center for Health, Wellness, and Kinesiology (Phase II)	N	\$23,893,000	\$15,571,000	\$8,322,000	\$107,247,133	F	X	X	-	-	6/16/09	01/13	06/14	-
58 South Corona Academic Facilities - Phase I	N	\$18,295,000	\$8,000,000	\$10,295,000	\$96,952,133	I	X	X	-	-	6/16/09	01/13	06/14	-
59 Health Science Center (w/o MDEC)	M	\$27,470,009	\$20,317,010	\$7,152,999	\$89,799,134	F	X	-	X	-	6/16/09	-	-	-
60 March Dental Education Center (MDEC)	M	\$15,271,000	\$1,000,000	\$14,271,000	\$75,528,134	-	X	X	X	X	3/17/09	12/10	03/12	-
61 Secondary Effects Project - Industrial Technology (Phase III)	N	\$16,009,004		\$16,009,004	\$59,519,130	-	X	X	X	X	10/20/09	04/11	10/12	-
62 Monitoring Wells - Disposition	N	\$30,000		\$30,000	\$59,489,130	-	-	-	-	-	6/3/09	6/20/09	3/10/10	-
63 Stokoe Innovative Learning Center - Phase II	R	\$589,000		\$589,000	\$58,900,130	-	X	X	X	X	2/16/10	03/10	06/10	-
64 Cosmetology Building	R	\$13,740,000	\$11,640,000	\$2,100,000	\$56,800,130	I	X	X	X	X	6/16/09	08/14	12/15	-
65 Amphitheater	M	\$3,000,000	\$2,000,000	\$1,000,000	\$55,800,130	-	X	-	-	-	9/10/02	06/11	03/12	-
66 Future Projects - Feasibility/Planning/Management	A	\$1,908,937		\$1,908,937	\$53,891,193	-	-	-	X	-	-	-	-	-
67 Interim Parking	R	\$116,250		\$116,250	\$53,774,943	-	X	X	X	X	1/26/10	09/09	09/11	-
Total		\$444,151,023	\$223,395,884	\$220,755,139	\$53,774,943									
PROPOSED/FUTURE PROJECTS:														
68 2010 IPP's/FPP's (New)	A	\$350,000		\$350,000	\$53,424,943	-	-	-	-	-	08/10	01/10	08/10	-
69 Student Services/Administration	R	\$69,702,000	\$47,502,000	\$22,200,000	\$31,224,943	I	X	-	-	X	-	-	-	-
70 Program Contingency	A	\$9,750,000		\$9,750,000	\$21,474,943	-	-	-	-	-	-	-	-	-
71 Electronic Contract Document Storage	A	\$100,000		\$100,000	\$21,374,943	-	-	-	-	-	-	-	-	-
72 Scheduled Maintenance (2010 +) (\$640k x 5 yrs.)	A	\$5,120,000	\$1,920,000	\$3,200,000	\$18,174,943	-	-	-	-	-	-	-	-	-
73 Non-science Lab Renovation	M	\$2,000,000		\$2,000,000	\$16,174,943	-	-	-	-	-	-	-	-	-
74 DSA Close-out	A	\$200,000		\$200,000	\$15,974,943	-	-	-	-	-	3/13/08	-	-	N/A
75 Center for Health and Wellness	M	\$18,553,000	\$14,853,000	\$3,700,000	\$12,274,943	I	-	-	-	-	6/16/09	06/12	12/13	-
76 One-Stop Renovation	R	\$1,200,000		\$1,200,000	\$11,074,943	-	-	-	-	-	-	-	-	-

RCCD PROJECT SAVINGS RECONCILIATION

Project Title	Location (M, N, R, D, A)	Approved Project Budget	Leverage (State Capital Funds Unless Noted Otherwise)	Measure C / Future Local G.O. Bond	Actual Project Budget	MEASURE C Project Savings Total	BOT Approval Date	Start Date	Estimated Completion Date
COMPLETED PROJECTS:									
8 District Phone and Voicemail Upgrades	A	\$349,000		\$349,000	\$348,000	(\$1,000)	4/19/05		
9 MLK Renovation	R	\$6,144,613	\$5,133,999	\$1,010,614	\$5,539,092	(\$605,521)	4/22/04	12/03	8/23/05
10 Room Renovations	N	\$100,020		\$100,020	\$99,820	(\$200)	5/16/06		
11 Swing Space (Lovekin)	R	\$4,273,734		\$4,273,734	\$4,179,009	(\$94,725)	12/14/04	1/3/05	7/1/05
12 Wheelock PE Complex/Athletic Field - Phase I	R	\$4,516,435		\$4,516,435	\$4,515,056	(\$1,379)	11/16/04	2/15/05	
13 Parking Structure - Phase I	R	\$20,940,896		\$20,940,896	\$20,931,662	(\$9,234)	2/22/05	2/22/05	11/1/06
14 ECS Secondary Effects	M	\$288,919		\$288,919	\$286,227	(\$2,692)	9/12/06		
17 PBX Building	R	\$500,000		\$500,000	\$428,119	(\$71,881)	4/17/07	6/19/07	4/22/08
18 Long Range Master Plans	A	\$1,439,077		\$1,439,077	\$1,417,770	(\$21,307)	2/20/07		
19 Hot Water Loop System & Boiler Replacement	M	\$869,848		\$869,848	\$848,400	(\$21,448)	5/15/07		9/16/08
21 Infrastructure Projects (IT Infrastructure Upgrade)	A	\$484,414		\$484,414	\$467,099	(\$17,315)	11/21/06		
22 Utility Retrofit Project (NORESCO)	A	\$6,181,188		\$6,181,188	\$6,176,457	(\$4,731)	8/29/06		
24 Modular Redistribution Projects	A	\$10,260,988		\$10,260,988	\$8,532,853	(\$1,728,135)	4/17/07	4/27/08	12/22/08
29 Bradshaw Building Electrical Project (Emergency Resolution)	R	\$366,353		\$366,353	\$232,706	(\$133,647)	8/19/08	10/27/08	2/24/09
TOTAL:		\$56,715,485	\$5,133,999	\$51,581,486	\$54,002,270	(\$2,713,215)			

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: VI-E-2

Date: March 16, 2010

Subject: Moreno Valley Science Laboratories Remodel – Emergency Resolution No. 41-09/10

Background: On June 16, 2009, the Board of Trustees approved funding in the amount of \$500,000 in Measure “C” funds for Phase I of the Moreno Valley Science Laboratories Remodel project. The future Health Science building, which will house additional lab space for biology, microbiology, anatomy and chemistry, is not yet approved by the State and may not be built for another five to nine (5-9) years. Given its Health Science orientation, the College cannot wait for those labs to come online in order to address concerns with existing lab space. These concerns revolve around the functionality and sufficiency of laboratory space. The Moreno Valley College has proposed to address these concerns in two (2) phases.

Phase I and Phase II of the project is included within the Board approved \$500,000 of Measure “C” funds; however, Phase I will consist of assessing, planning and initial construction work to rectify the functionality of laboratory space, as well as the immediate health and safety concerns of the existing mechanical system. It was anticipated by the College that the approved Phase I budget would cover the costs for planning and design of both phases as well as construction of Phase I emergency repairs. On December 15, 2009 the Board of Trustees ratified an agreement with Steinberg Architects (Steinberg) for the design of the mechanical system repair services of Phase I of the project in an amount not to exceed \$29,466.

Since approval of the Moreno Valley Science Laboratories Remodel project, Steinberg evaluated the existing mechanical systems within the affected laboratories. Steinberg advised the District on the necessary changes/additions for compliance with the California Mechanical Code. The changes/additions involve a thorough review of the existing system drawings, reconciliation of the various code issues, and several jobsite visits. Since the architect evaluation is complete, there are immediate functionality concerns necessary to be corrected expeditiously. The District now requests approval of Phase I of the construction project immediately for emergency repairs.

As permitted under Public Contract Code 20654, the District may authorize, in lieu of formal bidding, the initiation of emergency repairs to avoid danger to life or property. Public Contract Code reads as follows:

20654. (a) In an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, or to permit the continuance of existing college classes, *or to avoid danger to life or property*, the board by unanimous vote, with the approval of the county superintendent of schools, may do either of the following:

- 1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for bids.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: VI-E-2

Date: March 16, 2010

Subject: Moreno Valley Science Laboratories Remodel – Emergency Resolution No. 41-09/10 (continued)

Staff is now requesting the Board of Trustees declare an emergency due to the conditions stated above which include the remediation of the mechanical fresh air and exhaust systems within the Science and Technology Building laboratories and approval in an amount not to exceed \$35,000 in project funds for demolition, equipment, and finish repairs required to execute the work. Additionally, it is requested the Board of Trustees approve the attached Resolution No. 41-09/10 authorizing the emergency repairs and approve the agreement (Exhibit I) with Coutts Heating and Cooling to complete the emergency repairs.

To be funded by the Board approved project budget, Measure C funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees declare an emergency exists for the Moreno Valley Science Laboratories Remodel project for the remediation of the laboratory mechanical systems; approve Board Resolution No. 41-09/10 authorizing the emergency repairs for the Science Laboratories Remodel (Phase I) project; approve the agreement with Coutts Heating and Cooling to commence work in an amount not to exceed \$35,000 of the approved construction project budget; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley College

Reagan Romali
Vice President, Business Services
Moreno Valley College

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

Michael J. Stephens, AIA
Capital Program Administrator
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 41-09/10

RESOLUTION OF THE BOARD OF TRUSTEES
AUTHORIZING EMERGENCY REPAIRS TO THE
MORENO VALLEY SCIENCE LABORATORIES REMODEL PROJECT (PHASE I)

WHEREAS, Riverside Community College District is an institution of higher education since 1916 serving the region of Western Riverside County; and

WHEREAS, in 1991, Riverside Community College District created the Moreno Valley campus as an education center; and

WHEREAS, in January 2010, the ACCJC acted to Grant Initial Accreditation to the Riverside Community College District for the Moreno Valley campus to become Moreno Valley College; and

WHEREAS, at the regular meeting of March 1-2, 2010 of the Board of Governor's for the California Community College system, the Board approved the establishment of Moreno Valley College as the 111th college in the California Community College system; and

WHEREAS, Riverside Community College District is the owner of the Science and Technology Building, located at the Moreno Valley College;

WHEREAS, Riverside Community College District discovered that operational conditions of the mechanical fresh-air and exhaust fans for fume hoods within the Science and Technology Building laboratories were in a non-compliant state, and posed an imminently unsafe condition;

WHEREAS, the Board of Trustees of the Riverside Community College District has determined that the above condition constitutes a danger to life and health to students, faculty and staff; and

WHEREAS, Public Contract Code Section 20654 (a) (1) authorizes community colleges, with the approval of the County Superintendent of Schools, to make a contract on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids in the event of an emergency which prevents the continuance of existing college classrooms, or in order to avoid danger to life and property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property exists at the Science and Technology Building at the Moreno Valley College, and could cause serious health issues and/or bodily injury.

Section 2: The Vice Chancellor, Administration and Finance of Riverside Community College District, or designee, is authorized to seek the approval of the County Superintendent of Schools to make the necessary contracts without advertising or inviting bids to avoid danger to life and health from this condition and to continue District business use.

PASSED AND ADOPTED this 16th day of March, 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia M. Blumenthal
President of the Board of Trustees
Riverside Community College District

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

COUTS HEATING & COOLING, INC.

THIS AGREEMENT, entered into this 17th day of March, 2010 in the County of Riverside of the State of California, by and between the Riverside Community College District, hereinafter called the "DISTRICT", and Coutts Heating & Cooling, Inc., hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Moreno Valley Science Laboratories Remodel (Phase I) project in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within thirty (30) calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10)

days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of Five Hundred Dollars and No Cents (\$500.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of Twenty-Eight Thousand, Two Hundred Dollars and No Cents (\$28,200.00), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Affidavit
- Bid Guarantee Form
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation
- Acknowledgment of Bidding Practices Regarding Indemnity Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol and Tobacco
- General Conditions
- Supplementary and Special Conditions
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Substitution Request Form
- Labor Compliance Program

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. The DISTRICT's Labor Compliance Program

ARTICLE 9

STATE RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

DISTRICT RIGHT OF AUDIT- EXAMINATION OF RECORDS:

Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by District's representative, the Construction Manager, or an outside representative engaged by the District. The District, or its designee, may conduct such audits or inspections through the term of this contract and for a period of three (3) years after final payment or longer if required by law. District's representatives may (without limitation) conduct verifications such as counting employees at the construction site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with contractor's employees, field and agency labor, subcontractors, and vendors.

Contractor's records as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreement, purchase orders, leases, contracts, commitments, arrangement, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in District's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; information detailing cash and trade discounts earned; insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the District in connection with the contractor's dealings with the District to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- (a) Compliance with contract requirements for deliverables
- (b) Compliance with approved plans and specifications
- (c) Compliance with District's business ethics expectations
- (d) Compliance with contract provisions regarding the pricing of change orders
- (e) Accuracy of contractor representations regarding the pricing of invoices
- (f) Accuracy of contractor representations related to claims submitted by the contractor or any of its payees.

Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this contract.

District's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

If an audit inspection or examination in accordance with this section, discloses overpricing or overcharges (of any nature) by the Contractor to the District in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the District's audit shall be reimbursed to the District by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of District's findings to Contractor.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project a Class B and C20 Contractor's License, issued by the State of California, which must be current and in good standing.

ARTICLE 11 – DEBARMENT – Contractor declares that if this contract is over \$100,000 and funded by a federal or state grant or cooperative agreement, it is not currently debarred, suspended or otherwise prevented from entering into such contracts, nor are there any proceedings currently taking place to debar, suspend or otherwise prevent Contractor from entering into such contracts.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties,
on the day and year first above written.

RIVERSIDE COMMUNITY COLLEGE DISTRICT CONTRACTOR

Signature

Couts Heating & Cooling, Inc.

Typed or Printed Name

By: James L. Buysse
Vice Chancellor
Administration and Finance

Secretary/Treasurer

Title

Signature

John R. Coutts

Type or Printed Name

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: VI-E-3

Date: March 16, 2010

Subject: Norco Student Support Center - Change Orders

Background: On August 19, 2008 the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Student Support Center at the Norco College. On February 26, 2009, the Board of Trustees approved thirty-two (32) construction trade contractors for the multiple prime delivery method. The individual contractors would complete construction services throughout the Norco Student Support Center project.

Staff is now requesting Board approval of a Change Order for modifications to the Norco Student Support Center project for the following contractors:

- | | |
|---|-------------|
| • Casco Equipment Corporation | \$764.58 |
| • Inland Empire Architectural Specialties, Inc. | \$12,499.05 |

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

Additionally, although the added change order amount will exceed the allowable ten percent (10%) limit of Public Contract Code, Section 20111; it is within the limits of Public Contract Code, Section 20118.4, which allows any change order to be added so long as it does not exceed \$15,000. The contract change with Inland Empire Architectural Specialties, Inc., is necessary, as the original specified seating did not meet the expectations of the college as originally agreed upon. Excess costs will be paid from project contingency funds.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: VI-E-3

Date: March 16, 2010

Subject: Norco Student Support Center - Change Orders (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Change Order for the Norco Student Support Center for Casco Equipment Corporation in the amount of \$764.58 and Inland Empire Architectural Specialties, Inc. in the amount of \$12,499.05; approve the exceeded contingency amount with Inland Empire Architectural Specialties, Inc.; and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President
Norco College

Curt Mitchell
Vice President, Business Services
Norco College

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

Riverside Community College District
Facilities, Planning, Design and Construction
Norco Student Support Center Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Casco Equipment Corporation

<i>Contract Amount:</i>	\$ 26,400.00
<i>Change Order No. 1 Amount:</i>	\$ 764.58
<i>Revised Contract Sum:</i>	\$ 27,164.58
<i>Original Contract Contingency:</i>	\$ 2,640.00
<i>Remaining Contract Contingency:</i>	\$ 1,875.42

Change Order Description: \$764.58
Add motors to all overhead coiling grilles. The total cost is \$5,764.58. Since there is \$5,000 allowance, the allowance will be taken in full and the balance of \$764.58 is being paid via change order \$764.58. The overhead coiling grilles were originally specified as manual operation but the District requested to make them electrically operated.
Requested by: District
Accountability: College Request

Change Order: 1
Contractor: Inland Empire Architectural Specialties, Inc.

<i>Contract Amount:</i>	\$ 38,360.00
<i>Change Order No. 1 Amount:</i>	\$ 12,499.05
<i>Revised Contract Sum:</i>	\$ 50,859.05
<i>Original Contract Contingency:</i>	\$ 3,836.00
<i>Remaining Contract Contingency:</i>	\$ -8,663.05

Change Order Description: \$12,499.05
Furnish and install 119 audience seating, Model Steller 270, manufactured by American Seating. This cost includes a credit for the original specified audience seating by Seating Concepts. The total cost is \$14,999.05 of which \$2,500.00 is taken from Allowance No.1 and the balance of \$12,499.05 is being paid by this Change Order. The original specified seating shown in the contract documents did not meet the expectations of the campus as originally agreed upon with Harley Ellis Devereaux. The newly specified audience seating by American Seating complies with the needs of the campus.
Requested by: District
Accountability: Architect Errors & Omissions

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: VI-E-4

Date: March 16, 2010

Subject: Construction Management Services – Request for Qualification Status Update

Background: At the request of the Board of Trustees, a search for firms to update the District's present pool of construction management firms was initiated. On December 15, 2009, the Riverside Community College District (District) advertised a Request for Qualifications (RFQ's) for construction management services to assist the District in managing and executing future construction projects (Exhibit I). Twenty-three (23) responses were submitted by various companies on January 19, 2010.

The office of Facilities Planning, Design and Construction (FPDC) prescreened the twenty-three submittals and concluded (10) construction management firms are recommended for interview based on their team profile, team experiences within the community college system, experience with Division of State Architect (DSA), location, and type of delivery methods such as design bid build, design build, multiple-prime and Construction Management (CM) at risk. The interview committee will include the Chancellor, the Vice Presidents of Business Services from the Moreno Valley, Norco and Riverside City Colleges, and the Associate Vice Chancellor and Capital Program Administrators from the FPDC office. The construction management firms recommended for interview are listed below and are tentatively scheduled for April 12, 2010 and April 13, 2010.

<u>Company</u>	<u>Location</u>
Barnhart, Inc.	Riverside
Bernards Builders Management Services	Ontario
C.W. Driver	Ontario
Cordoba Corporation	San Bernardino
GKK Works	Riverside
Kitchell Corporation	Ontario
McCarthy Building Companies, Inc.	Newport Beach
ProWest Constructors	Wildomar
Rudolph and Sletten, Inc.	Irvine
Tilden-Coil Constructors	Riverside

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: VI-E-4

Date: March 16, 2010

Subject: Construction Management Services – Request for Qualification Status Update
(continued)

Once the construction management companies are interviewed and the final firms are selected, staff will recommend future project assignments to the Board of Trustees for approval on an individual, as needed basis. Individual agreements will be brought forward for Board of Trustees' approval prior to commencement of work on projects. This final selection list will supersede the prior list and remain in effect for three years, or until the Board of Trustees sees fit to solicit new construction management firms.

Information Only.

Gregory W. Gray
Chancellor

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

Exhibit I

RIVERSIDE COMMUNITY COLLEGE DISTRICT Request for Qualifications CONSTRUCTION MANAGEMENT SERVICES

Various Projects District-Wide
Information Package
December 15, 2009

The Riverside Community College District's (RCCD) Facilities Planning, Design and Construction (FPDC) office, on behalf of the RCCD Board of Trustees is seeking to identify qualified consultants that can, if selected, provide "construction management services" on an individual project basis or on a group of projects.

Questions should be addressed to: Orin Williams, Associate Vice Chancellor of Facilities Planning, Design and Construction at (951) 222-8201.

Statements of Qualification (SOQ) must be received by 2:00 PM, on January 19, 2010, at the District's Purchasing Office, Attention:

mailing address:
Riverside Community College District
Purchasing Office/North Hall
4800 Magnolia Avenue
Riverside, CA 92506-1299

personal delivery/courier address:
Riverside Community College District
Purchasing Office/North Hall
3617 Saunders Street
Riverside, CA 92506

NO LATE SUBMISSIONS WILL BE ACCEPTED; LATE SUBMISSIONS WILL BE RETURNED UNOPENED.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by more than 50% in Weekly Student Contact Hours (WSCH). The District operates three separate campuses: Riverside Campus, Moreno Valley Campus, and Norco Campus, and four other Learning Centers in the surrounding communities. The District serves 38,395 students each semester.

The Riverside Campus is the oldest of the campuses and is the site of the original college. Located in the City of Riverside, the campus opened in 1916 and today serves more than 23,522 students each semester and has 52 buildings and a Systems Office Building in downtown Riverside.

Located in the City of Moreno Valley, the Moreno Valley Campus opened in 1991 and serves more than 9,407 students each semester and has 31 buildings. It is also operates three off site learning centers.

Since opening in March 1991, the Norco Campus has grown to serve more than 10,792 students, has 20 buildings, and is in the planning stages for additional off-site Learning Centers in order to serve.

A. SELECTION PROCESS

Following the Statement of Qualification submittal deadline, those firms selected as “short-list” Construction Management Firms will be required to attend a mandatory Pre-Interview Introduction Conference. The conference will be held with the intended purpose of introducing those firms to the proposed project(s) and provide information about the expectations required of the selected firm(s).

Only those firms selected to participate in the Pre-Interview Introduction Conference and subsequent interviews will be considered for Construction Management Services.

1. The District will solicit State of Qualifications from prospective firms.
2. The District will screen proposals and establish a short list of “finalists” (5-7) to be interviewed.
3. The District will conduct a Pre-Interview Introduction Conference.
4. The District will conduct interviews of the finalist(s).
5. The District will negotiate fees and agreed upon services.
6. District staff will recommend appointment of the firm(s) to the Board of Trustees.
7. Upon action by the Board, District will execute agreement(s) with the firm(s).

B. OVERVIEW

The FPDC office is seeking qualified construction management firms that can assist the Riverside Community College District’s FPDC staff are to deliver quality capital construction projects. The objectives of the FPDC Department are to deliver quality projects on time and on budget that most economically meet the educational program needs and service needs of the District. RCCD capital construction projects may be delivered under the traditional design/bid/build delivery method, multiple prime delivery method, design-build method, or other lawful variation. The construction management agreement will be negotiated based on the delivery methodology determined by the District.

C. ROLES AND RESPONSIBILITIES

THE FPDC POINT OF CONTACT – The Riverside Community College District’s employee responsible for management, supervision, and oversight of all planning, design, and construction related activities is Orin Williams, Associate Vice Chancellor, FPDC or his designee.

PROJECT MANAGER – The District employee or contract employee charged with the overall responsibility for the management of a District capital construction project.

CONSTRUCTION MANAGER – MULTIPLE PRIME - The identified firm or individual that will provide staff augmentation services to support the District’s FPDC staff during pre-construction and construction administration for projects delivered by the multiple prime build methods. Examples of services include: Pre-construction/construction management services including: site logistic evaluation, document quality control review, field engineering, schedule preparation and evaluation, construction sequencing preparation and evaluation, cost estimating, construction oversight, and other construction administrative support, the assembly and distribution of bid packages in coordination with the Architect; bid opening, evaluation, recommendation, award, and contracting; construction management and administration of general or trade contractors; labor compliance oversight coordination of separately hired specialty consultants affiliated with the Project under contract with the District.

D. SCOPE OF SERVICES

The Construction Manager “Basic Services” shall, at a minimum, consist of performing the duties enumerated below:

BASIC SERVICES

PRECONSTRUCTION PHASE

1. The Construction Manager will provide preliminary evaluation of the project and project budget requirements. With the Architect’s assistance, prepare preliminary estimates of construction cost for early schematic designs based upon area, volume and other standards as applicable. Assist the District and the Architect in achieving mutually agreed-upon project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems. Construction Manager will prepare a Construction Management Plan for the project, which will establish the general basis for the sequence of contracting for construction of the project and the attendant design effort required. For Multiple Prime Construction Management Services the Construction Management Plan will indicate the project construction rationale and recommend the strategy for purchasing construction services and will contain the various bid packages for the project and maintain the Master Project Schedule.
2. The Construction Manager will review and evaluate project designs (plans & specifications) during the design phases (Schematic Design, Design Development, Working Drawings and Construction Documents) or as applicable depending on when the Construction Manager is successfully under contract. Advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the project, and factors relating to cost including, but not limited to, costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions.
3. The Construction Manager will provide for the Architect’s and the District’s review and acceptance, and periodically update, a project schedule that coordinates and integrates the Construction Manager’s services, the Architect’s services, the services of other pre-bid consultants, and the District’s responsibilities with anticipated construction durations, and key milestones comprising the Master Project Schedule.
4. The Construction Manager will prepare for the District’s approval a more detailed estimate of Project Construction Cost or “Construction Costs” developed by using estimating techniques which anticipate the various elements of the project, and which are based upon the Design Documents prepared by the Architect. Advise the District and the Architect if it appears that the construction costs may exceed the project budget established by the District. Make recommendations for corrective action. Construction Manager will also provide input to the District and Architect relative to value of construction, means and methods of construction, duration of construction of various building methods and constructability.
5. The Construction Manager will coordinate all documents pertaining to the construction of the project, including, but not limited to, plans and specifications, bid documents, construction contracts and general, supplementary and special conditions, scope of work summaries by consulting with the District and the Architect regarding plans and specifications as they are being prepared, and recommend alternative

solutions whenever design details affect construction feasibility or ability to keep cost within the project budget and Master Project Schedule.

6. The Construction Manager will provide recommendations and information to the District and the Architect regarding the assignment of responsibilities for safety precautions and programs; temporary project facilities, and equipment, materials and services for common use of contractors.

7. For Multiple Prime Construction Management Services the Construction Manager will advise on the most effective and efficient separation of the project into contracts for various categories of work. Advise on the method to be used for selecting contractors and awarding construction contracts. Review the drawings and specifications to provide that (a) the work of the separate contractors is coordinated; b) all requirements for the project have been assigned to the appropriate separate contract; and c) proper coordination has been provided for phased construction.

8. For Multiple Prime Construction Management Services the Construction Manager will prepare cost estimates for the project, such that subtotal budgeted amounts are identified prior to bid opening for each separate bid package.

9. For Multiple Prime Construction Management Services the Construction Manager will develop a project construction schedule providing for all major elements such as phasing of construction times of commencement and completion required of each separate contractor to be incorporated into the Master Project Schedule. Provide the Project construction schedule and Master Project Schedule for each set of bidding documents.

10. The Construction Manager will investigate and recommend a schedule for the District's purchase of materials and equipment if applicable, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect. Expedite and coordinate delivery of these purchases to meet the project schedule.

11. For Multiple Prime Construction Management Services the Construction Manager will provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Make recommendations for actions designed to minimize adverse effects of labor shortages.

12. The Construction Manager will verify that all contracts for construction are advertised and competitively bid as required by District policy and State and Federal law.

13. The Construction Manager will coordinate with Architect and District regarding Invitation for Bids, General Conditions, Bid Forms, and Supplementary Instruction to Bidders, and other items to include in the contract for construction

14. The Construction Manager shall not be a bidder on any individual contract for construction of the project, nor shall the Contractor Manager have any joint business interests with any bidder, such that such mutual business interest may in any way be construed as a representing a potential conflict of interest. However, the Construction Manager shall develop and maintain bidders' interest in the Project and help to establish bidding schedules. The Construction Manager will assist the District and the Architect in preparing and placing notices and advertisements to solicit bids for the project. Conduct pre-bid

conferences to familiarize bidders with bidding documents and management techniques and with any special project systems, materials or methods and assist the Architect with receipt and response to questions from prospective bidders, and with issuance of addenda. Assist the District in the pre-qualification process, as necessary and as requested.

15. The Construction Manager shall, under the direction of the District and with the Architect's assistance, conduct pre-bid conferences with all bidders and pre-award conferences with successful bidders.

16. For the benefit of the District and with the advice and assistance of the Architect, the Construction Manager will review bids, prepare bid summaries and make recommendations to the District for award of construction contracts or rejection of bids.

CONSTRUCTION PHASE

1. The Construction Manager, in cooperation with the Architect, will provide administration of the contracts for construction under the direction of the District.

2. The Construction Manager will provide administrative, management and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Construction Manager, the District and Architect, to complete the Project in accordance with the District objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of the Construction Management Agreement.

3. The Construction Manager will schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, issues, problems, and scheduling. Prepare and promptly distribute minutes of meetings and prepare pre-meeting agenda if needed. Construction Manager will prepare and distribute Project status reports as requested by the District.

4. The Construction Manager will prepare and update the Master Project Schedule incorporating the activities of the all trade contractors on the Project, including activity sequence and duration, allocation of labor and materials, processing of the shop drawings, product data and samples, and delivery of products requiring long lead time procurement. Include the District's occupancy requirements, showing and scheduling portions of the Project having occupancy priority. Update the Master Schedule (actual vs. baseline) and reissue the Master Project Schedule to delineate the current conditions and revisions required by actual experience. If requested by the District, Construction Manager shall assist the contractor(s) in preparing a recovery schedule. Such recovery schedule will reflect the corrective action and extraordinary efforts to be undertaken by the contractor(s) to recapture lost time and will be distributed to the contractor(s), District, Architect and other appropriated parties.

5. The Construction Manager shall implement a process to achieve satisfactory performance from each of the contractors. Recommend courses of action to the District when requirements of a construction contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action.

6. The Construction Manager shall maintain cost accounting records on authorized work performed under unit pricing costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

7. The Construction Manager shall recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, implement change order procedures, review requests for changes, assist in negotiating contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and contractor's signatures and District authorization. If requested by the District, the Construction Manager will analyze claims for extension of time; prepare estimates based upon alleged cause of claims. The Construction Manager shall prepare and distribute change order reports on a monthly basis, or as required, throughout the Construction Phase. Such reports will provide information pertaining to proposed and executed change orders and their effect on the Construction Costs and Master Project Schedule.

8. The Construction Manager shall develop and implement procedures for the review and processing of applications for payment by contractors for progress and final payments. Make recommendations and provide advice to the Architect for certification to the District for payment

9. The Construction Manager shall verify that safety programs are developed by each of the contractors as required by the Contractor Documents and that same are submitted to the District for review for completeness. The Construction Manager shall take necessary precautions for the safety of its employees, all construction contractors and others on the Project site and comply with the applicable safety laws and building codes to prevent accidents or injuries to person on, about or adjacent to the Project site.

10. If required, the Construction Manager shall assist the District in selecting and retaining the professional services of surveyors, special consultants, and materials testing laboratories and coordinate their services as necessary during construction.

11. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the Contract Documents. Provide written recommendations regarding defects and deficiencies in the work.

12. The General or Prime Trade Contractors shall be responsible for the construction means, methods, techniques, sequences and procedures employed on the Project. The Construction Manager shall be responsible for overseeing the Prime Trade Contractors in the implementation of the correct means, methods, techniques, sequences and procedures employed on the Project but shall not be responsible for the failure of any contractor to carry out the work in accordance with the Contract Documents.

13. The Construction Manager shall consult with and advise the Architect and the District if any contractor requests interpretations of the meaning and intent of the drawings and/or the specifications for the Project, and shall assist in the resolution of questions which may arise.

14. The Construction Manager shall receive certificates of insurance from the contractors combined with advice as to the sufficiency of coverage.

15. The Construction Manager will establish and implement procedures for submittals, change orders and other such procedures and maintain logs, files, and other necessary documentation relating thereto. The Construction Manager shall receive from the Contractors and shall review all shop drawings, product data, samples and other submittals and provide advice thereon. Construction Manager shall coordinate them with information contained in related documents and shall transmit them, together with the

Construction Manager's review comments, to the Architect for review. In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and the approval of shop drawings, product data, samples and other submittals. Construction Manager shall maintain logs, files and other necessary records and documentation for the District.

16. The Construction Manager shall assist and cooperate with the District's outside labor compliance consultant in the monitoring of prevailing wages for all applicable contractor work.

17. The Construction Manager shall be responsible to support the District in all close-out and warranty procedures as set forth by the Contract

18. The Construction Manager shall observe and record the progress of the Project. Submit written progress reports to the District and to the Architect, including information on each contractor and each contractor's work, as well as the entire Project, showing percentages of completion and the dollar number and amounts of charge orders. Verify the DSA Inspector of Record's daily log is available for use and review by the District and the Architect. Use reasonable diligence to discover work performance by contractor(s) that is not in compliance with the Contract Documents.

19. The Construction Manager shall perform Additional Services upon written authorization in writing from the District.

E. REQUIRED INFORMATION AND FORMAT

In order to be considered for selection as a Construction Manager, the respondent firm, or firms, or team will submit the following items in the specified order below:

Cover Letter

This letter should introduce the team and include as a minimum:

- a. If submitting as a team, note which team member (company) is the prime consultant, or if it will be a prime-sub consultant(s) contractual relationship.
- b. Identify individual (person) or individual(s) who will be responsible in oversight capacities for work; and identify individual or individuals, who will be leading the Construction Management team or Construction Management teams and to which entity they are employed, and for how long employed with the current company.

Team Profile

Consultant Company History (include for all team member firms) including:

- Number of Years in business
- Annual Revenues
- Current Work Backlog, broken down by "Multiple-prime", CM "at risk", "Design/Build", "Hard Bid" work, negotiated work, etc.

Project Team

Provide resumes of key proposed project personnel. Indicate number of years employed by firm, or joint venture team member, or sub-consultant.

Key resumes would include: Project Executive; Project Managers; Construction Managers; Project Superintendents; Building Information Manager's (BIMs); Assistant Project Managers; Project Engineers, Estimators, and Schedulers.

Project Experience & References

Provide a brief and concise description of educational projects, Community College, Public or Private College or University projects completed. Provide a concise description of the educational facility, or college or university projects completed or in progress within the last 5 years. This description should demonstrate your Firm's (or your team's, which can include sub-consultants) combined experience as a Prime Consultant hired to perform Construction Management services.

Description should include:

- Services provided (indicated completed or in progress) and date completed.
- Project delivery method (Construction Management (For Fee) or CM Multiple Prime)
- Services provided for staff augmentation.
- Number of buildings per project and their square footages.
- Construction value
- Construction duration
- References (please include name, title, organization/entity), address, current phone number, and email address. If using a sub-consultant's experience, please indicate.

Project Controls

Demonstrate your Firm's (or your team's) abilities in:

- Estimating
- Cost Control
- Document Management/Control, quality control review

Financial Strength

Indicate the dollar value of the three largest projects (within the past (5) five years) that the Prime Consultant has served in a Construction Management capacity, regardless of project type.

Litigation

If you have been terminated from a project contract, for any reason, prior to the termination date of the contract, within the last five (5) years, please explain in detail, the reasons for said termination.

Provide specific information on any civil litigation (including arbitrations) you have been involved in, within the last five (5) years related to your firm, joint venture partners or sub-consultants. Include whether you were a plaintiff or defendant, the reasons for the litigation, and whether or not each listed litigation was concluded by default, settlement, or judgment. Also, provide information relative to any judgments for filing false claims within the past 5 years.

Declaration

Submit a declaration that reasonable diligence has been used in preparation of the Statement of Qualifications submitted in response to the RFQ and that all information provided in response to Paragraphs (a) through (f) below is true, correct and complete.

- a. Type of organization or company structure.
- b. Number of years the firm has been in business.
- c. General Contracting License is clear and current.
- d. Location of principal office that will be responsible for the implementation of this contract, and where project team is located.
- e. Certification that the Construction Management firm is legally permitted to conduct business in the State of California.
- f. Capacity and capability of firm: The Construction Manager or firm must demonstrate an ability to be able to deal with the multi-disciplinary services outlined in this RFQ.

F. SUBMITTAL REQUIREMENTS

The individual or official of the firm who has the power to bind the firm contractually must sign the RFQ.

Questions should be addressed to: Orin Williams, Associate Vice Chancellor of Facilities Planning, Design and Construction at (951) 222-8201.

Interested firms should submit three (3) copies of their bound proposal, including one original with original signatures, to RCCD by the due date. Proposals should be clearly labeled "Request for Qualifications CONSTRUCTION MANAGEMENT SERVICES" and delivered to RCCD in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., to:

Purchasing Office
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

G. BASIS OF AWARD

The RFQs will be evaluated based on each firm's qualifications, relevant experience with similar work, and location. All RFQs will be evaluated and take into account strengths in performing modernization and new construction related work.

H. SCHEDULE

RFQ – solicitation date
Deadline for submission of RFQs

December 15, 2009
January 19, 2010

RFQ Pre-Interview Conference (short-list only)
Tentative dates for interviewing

February 1, 2010
February 17 & 18, 2010

I. FEE

Following the Qualification Based Evaluation process, an “Initial Shortlist” of firms will be identified to be interviewed. Following the interview phase of the process, the District will have arrived at an approved “Final Shortlist – Construction Manager Consultants”. Fees will be negotiated following the tentative selection of a firm to perform Construction Management Services on a given project or projects. If fee negotiations with that firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that firm, and proceed to negotiate with another firm on the shortlist.

J. EVALUATION & ACCEPTANCE OF REQUEST FOR QUALIFICATIONS

The District reserves the right to reject any and all Request for Qualifications, to amend the Request for Qualification and the process itself, or to discontinue the process at any time.

All submittals become the property of the Riverside Community College District.

K. INSURANCE

The selected Construction Management Consultant shall, at all times during the term of the Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance in accordance with District Policy, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE REPORTS

Report No.: VII-B-1

Date: March 16, 2010

Subject: Revised Mission Statement for Norco College

Background: At its meeting on January 6-8, 2010, the Accrediting Commission for Community and Junior Colleges acted to grant initial accreditation to the Norco Campus, Riverside Community College District. On March 1, 2010, the California Community Colleges Board of Governors recognized Norco College of the Riverside Community College District as the 112th campus of the California Community Colleges. Therefore, the mission statement will be revised to replace “Norco Campus” with “Norco College.”

Recommended Action: It is recommended that the Board of Trustees approve the mission statement for Norco College.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President, Norco College

NORCO COLLEGE MISSION STATEMENT

Norco College provides educational programs, services, and learning environments for a diverse community. We equip our students with the knowledge and skills to attain their goals in higher, career/technical, and continuing education; workforce development; and personal enrichment. To meet the evolving community needs Norco College emphasizes the development of technological programs. As a continuing process we listen to our community and respond to its needs while engaging in self-examination, learning outcomes assessment, ongoing dialogue, planning, and improvement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE REPORTS

Report No.: VII-B-2

Date: March 16, 2010

Subject: Revised Mission Statement for Moreno Valley College

Background: At its meeting on January 6-8, 2010, the Accrediting Commission for Community and Junior Colleges acted to grant initial accreditation to the Moreno Valley Campus, Riverside Community College District. On March 1, 2010, the California Community Colleges Board of Governors recognized Moreno Valley College of the Riverside Community College District as the 112th campus of the California Community Colleges. Therefore, the mission statement will be revised to replace “Moreno Valley Campus” with “Moreno Valley College.”

Recommended Action: It is recommended that the Board of Trustees approve the mission statement for Moreno Valley College.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President, Moreno Valley College

MORENO VALLEY COLLEGE MISSION STATEMENT

Responsive to the educational needs of its region, Moreno Valley College offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially, in health and public service preparation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: X-B

Date: March 16, 2010

Subject: Resolution No. 45-09/10 Congratulating and Recognizing Moreno Valley College as the 111th College in the California Community College System

Background: Riverside Community College District created the education center at Moreno Valley campus in 1991 with 3,000 students. In March 2004 the California Post Secondary Education Commission (CPEC) approved proposals from Riverside Community College District to convert its Norco and Moreno Valley education centers to full college status and formally in January 2010, following a second comprehensive evaluation, the ACCJC acted to Grant Initial Accreditation to the Moreno Valley Campus to become Moreno Valley College. On March 1, 2010 the Board of Governor's for the California Community College system recognized the establishment of Moreno Valley College as the 111th college in the California Community College system.

Recommended Action: It is recommended that the Board of Trustees consider Resolution No. 45-09/10 recognizing Moreno Valley College as an independent college of the Riverside Community College District and congratulates the entire college community for its success.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION No. 45-09/10

RESOLUTION OF THE BOARD OF TRUSTEES CONGRATULATING AND RECOGNIZING MORENO VALLEY COLLEGE AS THE 111TH COLLEGE IN THE CALIFORNIA COMMUNITY COLLEGE SYSTEM

WHEREAS, Riverside Community College District is an institution of higher education since 1916 serving the region of Western Riverside County; and

WHEREAS, in 1991, Riverside Community College District created the Moreno Valley Campus as an education center; and

WHEREAS, Moreno Valley College has diligently served the communities of Moreno Valley, Perris and areas of Riverside County since 1991, opening its doors in March 1991 with 3,000 students and now serving 9,000 students as of Fall 2009; and

WHEREAS, Moreno Valley College offers a full complement of lower division courses in the liberal arts, sciences, humanities and basic skills education while offering specialty career technical programs in the allied health sciences and in the public safety training academy; and

WHEREAS, in March 2004 the California Post Secondary Education Commission (CPEC) approved proposals from Riverside Community College District to convert its Moreno Valley and Norco education centers to full college status; and

WHEREAS, in July 2004 the Substantive Change Committee of the Accrediting Commission for Community and Junior Colleges (ACCJC) recommended the creation of a single district, three-college system pending action by the ACCJC on the eligibility application from the Moreno Valley education center; and

WHEREAS, in July 2004 the ACCJC acted to recommend approval of the Moreno Valley Campus's eligibility to prepare for independent college status; and

WHEREAS, in January 2008, following a comprehensive visit, the Moreno Valley Campus was granted candidacy for initial accreditation by the ACCJC; and

WHEREAS, in January 2010, following a second comprehensive evaluation, the ACCJC acted to Grant Initial Accreditation to the Moreno Valley Campus to become Moreno Valley College; and

WHEREAS, at the regular meeting of the Board of Governor's for the California Community College system on March 1, 2010, the Board approved the establishment of Moreno Valley College as the 111^h college in the California Community College system.

NOW THEREFORE, the Governing Board of the Riverside Community College District does hereby recognize Moreno Valley College as an independent college of the Riverside Community College District and congratulates the entire college community for its success in becoming the 111th college in the California Community college system.

PASSED AND ADOPTED this 16th day of March, 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia M. Blumenthal
President of the Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: X-C

Date: March 16, 2010

Subject: Resolution No. 46-09/10 Congratulating and Recognizing Norco College as the 112th College in the California Community College System

Background: Riverside Community College District created the education center at Norco campus in 1991 with 3,000 students. In March 2004 the California Post Secondary Education Commission (CPEC) approved proposals from Riverside Community College District to convert its Norco and Moreno Valley education centers to full college status and formally in January 2010, following a second comprehensive evaluation, the ACCJC acted to Grant Initial Accreditation to the Norco Campus to become Norco College. On March 1, 2010 the Board of Governor's for the California Community College system recognized the establishment of Norco College as the 112th college in the California Community College system.

Recommended Action: It is recommended that the Board of Trustees consider Resolution No. 46-09/10 recognizing Norco College as an independent college of the Riverside Community College District and congratulates the entire college community for its success.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION No. 46-09/10

RESOLUTION OF THE BOARD OF TRUSTEES CONGRATULATING AND
RECOGNIZING NORCO COLLEGE AS THE 112TH COLLEGE
IN THE CALIFORNIA COMMUNITY COLLEGE SYSTEM

WHEREAS, Riverside Community College District is an institution of higher education since 1916 serving the region of Western Riverside County; and

WHEREAS, in 1991, Riverside Community College District created the Norco Campus as an education center; and

WHEREAS, Norco College has diligently served the communities of Corona, Norco, Eastvale, and areas of Riverside County since 1991, opening its doors in March 1991 with 3,088 students and now exceeding 11,000 students as of Fall 2009; and

WHEREAS, Norco College offers a full complement of lower division courses in liberal arts, sciences, humanities, and basic skills education while offering specialist career technical programs in engineering, electronics, computer information systems, architecture, manufacturing, logistics, construction, game simulation and development, and commercial music; and

WHEREAS, in March 2004 the California Post Secondary Education Commission (CPEC) approved proposals from Riverside Community College District to convert its Norco and Moreno Valley education centers to full college status; and

WHEREAS, in July 2004 the Substantive Change Committee of the Accrediting Commission for Community and Junior Colleges (ACCJC) recommended the creation of a single district, three-college system pending action by the ACCJC on the eligibility application from the Norco education center; and

WHEREAS, in July 2004 the ACCJC acted to recommend approval of the Norco Campus's eligibility to prepare for independent college status; and

WHEREAS, in January 2008, following a comprehensive visit, the Norco Campus was granted candidacy for initial accreditation by the ACCJC; and

WHEREAS, in January 2010, following a second comprehensive evaluation, the ACCJC acted to Grant Initial Accreditation to the Norco Campus to become Norco College; and

WHEREAS, at the regular meeting of the Board of Governor's for the California Community College system on March 1, 2010, the Board approved the establishment of Norco College as the 112^h college in the California Community College system.

NOW THEREFORE, the Governing Board of the Riverside Community College District does hereby recognize Norco College as an independent college of the Riverside Community College District and congratulates the entire college community for its success in becoming the 112th college in the California Community college system.

PASSED AND ADOPTED this 16th day of March, 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia M. Blumenthal
President of the Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: X-D

DATE: March 16, 2010

Subject: CCCT Board of Directors Election – 2010

Background: The election of members of the CCCT Board of Directors takes place between March 10-April 25, 2010. There are seven, three-year vacancies on the board. All those nominated for election are listed on the attachment 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 ten trustees who have been nominated for election on the board.

Gregory W. Gray
Chancellor

Prepared by: Heidi Wills
Administrative Assistant
Board of Trustees



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

DATE: February 23, 2010

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

FROM: Judy Centlivre

SUBJECT: CCCT BOARD ELECTION — 2010

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. Since April 25 falls on a Sunday this year, USPS postmark of April 26 will be accepted. There are seven, three-year vacancies on the board.

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 ten 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 ten 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 26**. 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

2010 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER.

1. *Louise Jaffe, Santa Monica CCD
2. Stephen Castellanos, San Joaquin Delta CCD
3. Nancy Chadwick, Palomar CCD
4. Cy Gulassa, Peralta CCD
5. *Isabel Barreras, State Center CCD
6. *Donald L. Singer, San Bernardino CCD
7. Jerry Hart, Imperial CCD
8. *Walter G. Howald, Coast CCD
9. Bob Hughlett, Cerritos CCD
10. Eva Kinsman, Copper Mountain CCD

* Incumbent



**CCCT 2010 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 16, 2010, random drawing.

- *Louise Jaffe, Santa Monica CCD
- Stephen Castellanos, San Joaquin Delta CCD
- Nancy Chadwick, Palomar CCD
- Cy Gulassa, Peralta CCD
- *Isabel Barreras, State Center CCD
- *Donald L. Singer, San Bernardino CCD
- Jerry Hart, Imperial CCD
- *Walter G. Howald, Coast CCD
- Bob Hughlett, Cerritos CCD
- Eva Kinsman, Copper Mountain 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-E

DATE: March 16, 2010

Subject: Resolution No. 47-09/10 – Resolution for the Board of Trustees in
Recognition of John G. Gabbert

Background: On May 25, 2010, the Mt. Rubidoux/Riverside District of the California Inland Empire Council of the Boy Scouts of America will be honoring RCC Alumnus John Gabbert with its Distinguished Citizen Award.

Recommended Action: It is recommended that the Board of Trustees adopt the resolution recognizing and congratulating Justice John Gabbert upon the occasion of his recognition as the Inland Empire Council of the Boy Scouts of America Distinguished Citizen.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff/Executive Assistant to the Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 47-09/10

RESOLUTION FOR THE BOARD OF TRUSTEES
IN RECOGNITION OF JOHN G. GABBERT

WHEREAS, John G. Gabbert has been a resident of the City of Riverside for nearly a century and is one of the region's most distinguished citizens; and

WHEREAS, from 1927-29, John Gabbert attended then Riverside Junior College, where he excelled as both a student leader and debate champion; and

WHEREAS, his experience at Riverside Junior College led to further achievements at Occidental College and UC Berkeley's Hastings School of Law and set him on a course to the Riverside County Superior Court and the Fourth District Court of Appeal; and

WHEREAS, as a Riverside Unified School District Board Member, a founding member of the Citizen's University Committee and a primary force in the effort to bring a UC campus to Riverside, his efforts benefitted generations of local students; and

WHEREAS, his civic contributions extended beyond education to the community and non-profit sectors, and included involvement with the 20-30 Club, the Riverside Lions Club, the Riverside Junior Chamber of Commerce, and the Riverside Community Foundation; and

WHEREAS, his lifelong commitment to and love of our community and his distinguished career as a jurist have brought great recognition and distinction to our region; and

WHEREAS, Riverside Community College District honored John Gabbert as its Distinguished Alumnus of the Year in 1971; and

WHEREAS, he continues to bring honor to the College through his life and actions; and

WHEREAS, the California Inland Empire Council of the Boy Scouts of America has selected Justice John W. Gabbert (Ret.) as its 2010 Distinguished Citizen;

NOW, THEREFORE THE BOARD OF TRUSTEES OF THE RIVERSIDE
COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE TO CONGRATULATE
RCC ALUMNUS JOHN G. GABBERT UPON THE DATE OF THIS RECOGNITION.
