

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
November 20, 2007 - 6:00 p.m. – Student Services Lobby, Norco Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

I. Approval of Minutes - Regular Meeting of October 16, 2007  
Special Meetings of October 23 and 24, 2007

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**

B. Memorandum of Understanding (MOU) – Modification of California School Employees Association (CSEA) Contract – Winter Recess Days - Recommend approving the MOU that stipulates the dates of the winter recess for 2007, December 27, 28 and 31 (designated as Admission Day), and staff will use one day of vacation, December 26, 2007.

**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 – Substitute Assignments, Fall Semester 2007
- (d) Special Assignments
- (e) Child Development Center Hourly Employees (None)
- (f) Extra-Curricular Activities, Academic Year 2007-08

2. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

3. Salary Reclassification

4. Salary Placement Adjustment

5. Academic Rank

b. Classified Personnel

1. Appointments

- (a) Management/Supervisory
- (b) Management/Supervisory – Categorically Funded (None)

- (c) Classified/Confidential
  - (d) Classified/Confidential – Categorically Funded
  - (e) Short Term
  - (f) Temporary as Needed Student Workers
  - (g) Special Assignments
- 2. Military Leaves
  - 3. Separations (None)
- 2. Purchase Order and Warrant Report -- All District Funds  
- Recommend approving the Purchase Order and Warrant Report issued by the Business Office.
  - 3. Budget Adjustments
    - a. Budget Adjustments  
- Request approval of various budget transfers between major object codes as requested by administrative personnel.
    - b. Resolution(s) to Amend Budget
      - 1. Resolution to Amend Budget – Resolution No. 07-07/08 – 2007-2008 Quick Start Partnership in Advanced Transportation  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
      - 2. Resolution to Amend Budget – Resolution No.10-07/08 – 2007-2008 Basic Skills/ESL  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
      - 3. Resolution to Amend Budget – Resolution No. 08-07/08 – Norco Phase III Industrial Technology Facility Project - Construction  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.

4. Resolution to Amend Budget – Resolution No. 11-07/08 – 2007-2008 CCAMPIS (Child Care Access Means Parents in School) Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
5. Resolution to Amend Budget – Resolution No. 12-07/08 – 2007-2008 Foster and Kinship Care Education Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
6. Resolution to Amend Budget – Resolution No. 13-07/08 – 2007-2008 Temporary Assistance for Needy Families (TANF) Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
7. Resolution to Amend Budget – Resolution No. 14-07/08 – 2007-2008 California Work Opportunity and Responsibility to Kids (CalWORKs) Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
8. Resolution to Amend Budget – Resolution No. 15-07/08 – 2007-2008 Career Ladder, Nursing Education Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
9. Resolution to Amend Budget – Resolution No. 16-07/08 Customized Solutions – City of Moreno Valley  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
10. Resolution to Amend Budget – Resolution No. 17-07/08 – Customized Solutions – LA Community College District  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
11. Resolution to Amend Budget – Resolution No. 09-07/08 – Westat Agreement  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.

4. Bid Awards
  - a. TippingPoint 1200E Intrusion Prevention System  
- Recommend approving proposal seeking a hardware intrusion detection system.
  - b. Moreno Valley Hot Water Loop System Project – Change Order No. 1  
- Recommend approving Change Order for the Moreno Valley Hot Water Loop System Project and authorizing the signing of said Change Order.
  - c. Reject Bids – District Modular Redistribution Project – Ben Clark Training Center  
- Recommend rejecting all bids relative to the District Modular Redistribution Project at the Ben Clark Training Center, and authorize re-bidding after revising specifications.
  - d. Reject Bids – Classic Coach Bus for ASRCCD  
- Recommend rejecting all bids relative to the Classic Coach Bus purchase, and authorize re-bidding after revising specifications.
5. Out-of State Travel  
- Recommend approving out-of-state travel requests.

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

6. Grants, Contracts and Agreements
  - a. Contracts and Agreements Less than \$69,000 Report – All District Funds  
- Informational report, listing of the District’s contracts and agreements that are less than \$69,000.  
**Information Only**
  - b. Amendments to the Agreement with California State University Fullerton Auxiliary Services Corporation  
- Recommend ratifying the amendments to the agreement to modify the matching funds and cash match, and carry over the funds from 2006 to 2007.  
**Recommended Action: Request for Ratification**

7. Other Items

a. Surplus Property

- Recommend declaring listed property as surplus, finding the property does not exceed \$5,000, and authorize consigned property be sold on behalf of the District.

**Recommended Action: Request for Approval**

B. Information

1. Monthly Financial Report

- Informational report relative to financial activity for the period from July 1, 2007 through October 31, 2007.

**Information Only**

2. 2006-2007 CCFS-311 – Annual Financial and Budget Report

- Informational report of revenues and expenditures for FY 2006-2007.

**Information Only**

VI. Board Committee Reports

A. Teaching and Learning

1. Proposed Curricular Changes

- Recommend approving the proposed curricular changes.

**Recommended Action: Request for Approval**

B. Resources Committee

1. Measure C General Obligation Bond Program Update

- Informational report relative to the District's Measure C General Obligation Bond Program.

**Information Only**

2. Pulled

3. Agreement with The Pepsi Bottling Group

- Recommend approving an agreement with The Pepsi Bottling Group to be the exclusive supplier of beverages for the District.

4. Agreement with Barnes and Noble College Bookstores, Inc.

- Recommend approving an agreement with Barnes and Noble College Bookstores, Inc. for exclusive bookstore services.

5. Quadrangle Modernization Project – Change Order No. 7  
- Recommend approving a Change Order relative to the Quadrangle Modernization Project and authorizing signing of said Change Order.

**Recommended Action: Request for Approval**

C. Planning Committee

1. Services Agreement – Security By Design, Inc.  
- Recommend approving the agreement to provide planning and design support for the development of security systems.
2. Moreno Valley Phase III – Student Academic Services Facility – Information Technology and Audio Visual Design Agreement  
- Recommend approving an agreement to provide information technology and audio visual design services.

**Recommended Action: Request for Approval**

3. Norco Student Support Center – Information Technology and Audio Visual Design Agreement  
- Recommend ratifying an agreement to provide information technology and audio visual design services.

**Recommended Action: Request for Ratification**

4. March Education Center – Lease Extension  
- Recommend authorizing the Chancellor to provide notice to the March JPA of the District’s intent to exercise the Lease Extension for an additional three-year term.

**Recommended Action: Request for Approval**

D. Governance Committee

1. Adoption of Resolution No. 18-07/08 in Support of Proposition 92  
- Recommend adopting the resolution formalizing Board support for Proposition 92.

**Recommended Action: Request for Adoption**

- E. Board of Trustees Committee Meeting Minutes  
- Recommend receipt of minutes from the October 9, 2007 Board of Trustees Teaching and Learning, Governance, and Resources Committee meetings.

**Information Only**

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

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

X. Business from Board Members

- A. Selection of the Chancellor Search Committee  
- Recommend appointing the members of the Chancellor Search Committee.  
**Recommended Action: Appointment of Chancellor Search Committee**
- B. District Counseling Services  
- Information report in response to Trustee Green’s questions concerning counseling services across the District.  
**Information Only**

XI. Closed Session

- Pursuant to Government Code Section 54957(b)(1), Public employee, discipline/dismissal/release.  
**Recommended Action: To be Determined**

XII. Adjournment



MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF OCTOBER 16, 2007

President Figueroa called the regular meeting of the Board of Trustees to order at 6:16 p.m., in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. José Medina  
Mr. Mark Takano  
Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present

Dr. James L. Buysse, Interim Chancellor  
Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Dr. Doug Beckstrom, President, Academic Senate, Moreno Valley Campus  
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus  
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College  
Mr. Gustavo Segura, President, CSEA  
Ms. Karin Skiba, President, CTA

Ms. Lauren Bishop, Moreno Valley Campus Student Body Vice President and 2007 Riverside Community College District Homecoming Queen, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of September 11, 2007.  
Motion carried. (5 ayes)

MINUTES OF THE REGULAR  
MEETING OF SEPTEMBER 11, 2007,

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the special meeting of September 18, 2007. Motion carried. (5 ayes)

MINUTES OF SPECIAL MEETING OF SEPTEMBER 18, 2007

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meetings of October 1 and 2, 2007. Motion carried. (5 ayes)

MINUTES OF SPECIAL MEETINGS OF OCTOBER 1 AND 2, 2007

CHANCELLOR'S REPORTS

Dean of Student Services, Moreno Valley Campus, Daria Burnett led the recognition of Moreno Valley faculty member Mr. Henry Andrade, who recently won two Silver medals at the World Masters Track and Field Competition held in Riccione, Italy.

Recognition of World Class Athlete and Faculty Member at Moreno Valley Campus

District Dean, Health Science Programs, Wolde-Ab Isaac introduced County Supervisor Marion Ashley who spoke about the Health Sciences Community Advisory Committee and a proposed Health Sciences Facility for all of the programs, and President and Chief Operating Officer, Riverside Medical Clinic, Judy Carpenter spoke in support of the Committee and RCC's Health Sciences Programs, sharing statistics regarding the regional and national shortages of health care workers now and in the near future.

Health Sciences Community Advisory Committee

Program Director, Physician Assistant Program, Delores Middleton led the recognition of the 2007 California Academy of Physician Assistant's Challenge Bowl Winners: Trenton Honda, Casey Hewitt, Daniel Antis and Jafari Brown.

Recognition of Physician Assistant Students

This item was pulled for consideration at the November regular meeting.

College Closure – December 24-28, 2007

Mr. Naranjo presented the report about recent and future student activities at the Moreno Valley, Norco and Riverside Campuses.

STUDENT REPORT

Professor Emeritus Cecil Green commented that he would like to read about the accomplishments of RCC students in the newspaper.

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees:	Action
Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 12)	Academic and Classified Personnel
Approve/ratify the Purchase Orders, Contracts and Purchase Order Additions totaling \$6,326,498 and District Warrant Claims totaling \$7,071,334; (Appendix No. 14)	Purchase Order and Warrant Report – All District Funds
Approve adding the revenue and expenditures of \$5,000 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;	Resolution to Amend Budget – Resolution No. 04-07/08 – 2007-2008 UCR Aurora Program
Approve adding the revenue and expenditures of \$16,032 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;	Resolution to Amend Budget – Resolution No. 05-07/08 – 2007-2008 Child Development Careers Program
Approve adding the revenue and expenditures of \$250,000 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;	Resolution to Amend Budget – Resolution No. 06-07/08 – 2007-2008 Upward Bound TRIO Riverside Program
Award a bid for the Riverside Campus Re-Roofing Projects to Cabral Roofing in the amount of \$282,399, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the associated agreement;	Award of Bid – Re-Roofing Projects, Riverside Campus
Approve Change Order Nos. 1 and 2 for Noresco Holding, Inc., Utility Retrofit Improvement Project, reducing the net contract amount by \$775,046 for a total of \$5,546,944, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the Change Orders;	Noresco Utility Retrofit Improvement Project – Change Order Nos. 1 and 2
Grant out-of-state travel as listed; (Appendix No. 14)	Out-of-State Travel

Ratify the listed contracts and agreements totaling \$237,226; (Appendix No. 15)

Contracts and Agreements Less than \$69,000 Report – All District Funds

Ratify the agreement, from July 1, 2007 to June 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with the County of Riverside Economic Development Agency

Approve the subcontract, from October 17, 2007 to April 1, 2008, for up to \$100,000, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the subcontract;

Subcontract with California Manufacturing Technology Consulting (CMTC)

Approve the amendment, for October 1, 2007 to September 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment.

Amendment to the Agreement with the Regents of the University of California

Motion carried. (5 ayes)

Board President Figueroa asked that student participation and attendance at conferences be included on a future Board committee agenda. Board Secretary Green requested information on the environmental site assessment for the RSA acquisition(s). Board Vice President Blumenthal asked that future bid awards include information about the District complying with the resolution passed by the Board supporting local labor, and Board Member Medina asked for information about tracking minority contractors.

Requests for Information from the Board Members

#### Information

The Board received for information that beginning with winter 2008, the fee for both winter and summer will be \$13 and the fee for fall and spring terms will be \$16.

Health Services Fee

In accordance with Board Policy 1042, the Chancellor has accepted the resignations of Ms. Christine Sandoval, Associate Professor, English, effective December 22, 2007, for personal reasons, Ms. Susanne Adams, Director, Procurement Assistance Center, effective September 14, 2007, for personal reasons, Ms. Stephanie Arciniega,

Separation

Secretary III, effective October 8, 2007, for personal reasons, Ms. Evelyn Ault, Secretary II, effective October 10, 2007, for personal reasons, Ms. Susan Dyer, Instructional Support Specialist, September 14, 2007, for personal reasons, Mr. Roy Feliciano, Accounts Payable Specialist, effective September 14, 2007, for career advancement, and Ms. Sandra Martinez, Food Service Worker III, effective August 31, 2007, for personal reasons.

## BOARD COMMITTEE REPORTS

### Resources Committee

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the agreement with Citizens Business Bank to provide banking services for the District and Foundation, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Approval of Agreement with Citizens Business Bank for Banking Services

Mr. Takano opened the Public Hearing for the adoption of the 2007-2008 budget at 7:26 p.m. No comments were made by the public, and the public hearing was closed at 7:27 p.m.

2007-2008 Budget – Public Hearing and Budget Adoption

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees adopt the 2007-2008 Budget for the Riverside Community District. Motion carried. (5 ayes)

### Governance

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees approve Policies 3420, 4630 and 7100. Motion carried. (5 ayes)

Updated Board Policy Pertaining to Instructional Services Fees, and New Board Policies Regarding Equal Employment Opportunity and Committee to Diversity – Second Reading

Director, Contracts, Compliance and Legal Services, Ruth Adams explained that Policy 3430, Prohibition of Harassment, needed further review due to guidelines just issued by the State Chancellor's Office, and it would likely be presented to the Board for approval at

Policy 3430 – Prohibition of Harassment

November's regular meeting.

The Board received an information report regarding Proposition 92 that has qualified for placement on the February 5, 2008 ballot. Board President Figueroa requested that this topic be placed on the next Governance Committee Agenda with information provided by the Legislative Analyst.

Community College Initiative

The Board received for information the minutes from the September 4, 2007 Board of Trustees Resources Committee and Governance Committee Meetings, and the September 5, 2007 Board of Trustees Teaching and Learning Committee and Planning Committee Meetings.

Board of Trustees Committee Meeting Minutes

Interim Vice Chancellor Brown introduced Associate Dean, Grants and Contracts, Lyn Green who provided information in response to questions recently posed by Trustee Takano regarding the District's grant awards. She explained that RCCD is ranked second in the state and has far out-distanced all in receiving federal grants.

ADMINISTRATIVE REPORTS

Dr. Crasnow presented the report on behalf of the Norco Academic Senate.

ACADEMIC SENATE REPORTS

Dr. Richard Mahon presented the report on behalf of the District and Riverside City College Academic Senates.

Ms. Karin Skiba, President, CTA, presented the report on behalf of the CTA.

BARGAINING UNIT REPORTS

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

BUSINESS FROM BOARD MEMBERS

Mr. Medina requested presentations be made to the Board regarding: Riverside School for the Arts – the status of the building and earmarks already received; that Board representation from the Moreno Valley and Norco communities be placed on a Governance Board Committee agenda; and requested that a predictable rotation of Board officers be adopted by the Board for President, Vice President and Secretary.

Request for Information from Board Member

The Board received information concerning counseling services across the District in response to questions presented by Board Secretary Green, and Ms. Green indicated she needed additional clarification and distributed more questions and requested the topic be placed on a Teaching and Learning Board Committee meeting agenda in the near future.

District Counseling Services

The Board adjourned the meeting at 8:05 p.m.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETINGS OF OCTOBER 23 AND 24, 2007

Vice President Blumenthal called the special meeting of the Board of Trustees to order at 6:01 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College. CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Ms. Mary Figueroa (arrived at 7:10 p.m. on October 23, 2007)  
Mrs. Janet Green  
Mr. José Medina  
Mr. Mark Takano  
Mr. Carlos R. Naranjo, Jr., Student Trustee

Staff Present

Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs (October 24, 2007 only)  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus (October 23, 2007 only)  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College  
Mr. Gustavo Segura, President, CSEA

Guests Present

Dr. Al Fernandez, Search Consultant, Community College Search Services  
Dr. William Vega, Search Consultant, Association of Community College Trustees  
Dr. Serafin Zasueta, Search Consultant, Association of Community College Trustees

Ms. Carlson led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Members of the Board of Trustees held a conference call interview with Dr. Narcisa Polonio, along with Drs. Vega and Zasueta who were present, representing the Association of Community College Trustees (ACCT), whose firm is being considered to assist in the recruitment of the Chancellor of the Riverside Community College District.

INTERVIEW CHANCELLOR SEARCH FIRM

The Board adjourned the meeting at 7:27 p.m. to reconvene at 6:00 p.m. on Wednesday, October 24, 2007, in Board Room AD122, Riverside City College.

ADJOURNMENT

Chairperson Figueroa reconvened the meeting at 6:06 p.m., on Wednesday, October 24, 2007.

RECONVENEMENT



Members of the Board of Trustees held a conference call interview with Dr. Bob Parilla, representing Academic Search, Inc., and a personal interview with Dr. Al Fernandez, representing Community College Search Services, whose firms are being considered to assist in the recruitment of the Chancellor of the Riverside Community College District.

INTERVIEW CHANCELLOR SEARCH FIRMS

The Board recessed at 7:43 p.m., and reconvened at 7:49 p.m.

RECESS AND RECONVENEMENT

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees select the Association of Community College Trustees (ACCT) to assist in the recruitment of the Chancellor of the Riverside Community College District. Motion carried. (3 ayes, 2 nos [Blumenthal, Takano])

SELECTION OF SEARCH FIRM

The Board adjourned the meeting at 9:20 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No.: II-B

Date: November 20, 2007

Subject: Memorandum of Understanding (MOU) – Modification of California School Employees Association (CSEA) Contract – Winter Recess Days

Background: In 2005 the Riverside Community College District (District) and CSEA Chapter #535 negotiated a new contract for the period 2005-2008. The contract did not stipulate the winter recess schedule in the master contract. The District and the CSEA have agreed upon the winter recess days for 2007 and that agreement is stipulated in the attached MOU.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding (MOU) with California School Employees Association Chapter #535 that stipulates the dates of the winter recess for 2007 and authorize the Interim Chancellor, Riverside Community College District to sign the MOU.

James Buysse  
Interim Chancellor

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

Agreement  
between  
Riverside Community College District  
and  
Riverside Community College District Employees  
Chapter #535, CSEA

Winter Recess Days

MEMORANDUM OF UNDERSTANDING

For the 2007-2008 academic year, days during the winter recess will be observed on December 27, 2007, December 28, 2007 and December 31, 2007 (designated as Admission Day). The staff will use one day of vacation, December 26, 2007.

Any employee required to work on District designated holidays during winter recess shall gain credit for alternative time off at the rate of time and a half. This time off is to be used by June 30 of the following calendar year.

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

\_\_\_\_\_  
James Buysse, Interim Chancellor  
Riverside Community College District

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

\_\_\_\_\_  
Gustavo Segura, President, Chapter #535  
California School Employees Association

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: November 20, 2007

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

- a. Management  
(none)
- b. Contract Faculty  
(none)
- c. Long-Term, Temporary Faculty

Substitute Assignments, Fall Semester 2007

The following individuals as Reading Instructors to substitute in the absence of Mitzi Sloniger, Associate Professor of Reading, as needed, during the remainder of the fall semester 2007, with salary placement as indicated in accordance with the Faculty Salary Schedule:

<u>Name</u>	<u>Effective</u>	<u>Salary Placement</u>
Edward Roberts	10/23/07	C-6 (pro-rated)
Michael Shefchik	10/15/07	G-6 (pro-rated)

- d. Special Assignments  
Payment as indicated to the individuals specified on the attached list.
- e. Child Development Center Hourly Employees  
(none)
- f. Extra-Curricular Activities, Academic Year 2007-08

<u>Name</u>	<u>Activity</u>	<u>Campus</u>
Jennifer Bernard Smith	Assistant Basketball Coach (replacing Jerry White)	Riverside

Subject: Academic Personnel

2. Request 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 the Federal Family and Medical Leave Act for Mitzi Sloniger, effective October 18, 2007. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for her.

3. Salary Reclassification

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

It is recommended the Board of Trustees grant salary reclassification to the following faculty members effective December 1, 2007:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
George Gage	E	F
Kim Metcalfe	F	G
Richard Rodman	D	E

4. Salary Placement Adjustment

At their meeting of August 21, 2007, the Board of Trustees approved the appointment of the following faculty member. The employee has provided appropriate verification of experience and/or coursework completed that will affect her salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, effective during the 2007-08 academic year.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Sarah Cotton	D-3	D-5

5. Academic Rank

Board Policy 3092 establishes the procedures for academic rank, and the following employee has fulfilled the requirements of this policy. The Professional Growth and Sabbatical Leave Committee forwards a favorable recommendation.

It is recommended the Board of Trustees grant a change of academic rank to the following faculty member, effective December 1, 2007.

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Discipline</u>
Timothy Wallstrom	Instructor	Associate Professor	Physical Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: November 20, 2007

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS				
Adriene Blayton	Health Services Supervisor	12/04/07	14.5	Appointment
RIVERSIDE CITY COLLEGE				
Juan Lopez	Campus Administrative Support Center Supervisor	11/21/07	10.1	Promotion

b. Management/Supervisory – Categorically Funded

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

**AMENDED\***

Report No.: V-A-1-b

Date: November 20, 2007

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Patricia Federico	Document Services Technician	11/21/07	15.1	Appointment
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS				
Keith Coleman	Disabled Student Services Specialist	11/21/07	18.3	Promotion
*Michelle Williams	College Receptionist	12/04/07	14.1	Appointment
RIVERSIDE CITY COLLEGE				
Michelle Davila	Administrative Assistant (Business Services Office)	12/03/07	19.8	Promotion

d. Classified/Confidential – Categorically Funded

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

**AMENDED\***

Report No.: V-A-1-b

Date: November 20, 2007

Subject: Classified Personnel

1. Appointments – Continued

e. Short Term

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

f. Temporary as Needed Student Workers

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

h. Special Assignments

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

Update Websites as needed for TV Site (11/21/07 – 12/31/07)

Julio Cuz – Total amount not to exceed \$1,500

Assist with collection of data for projects & report (11/21/07 – 12/31/07)

Dominique Moise-Swanson - Total amount not to exceed \$2,500

Holiday Basketball Tournament (12/04/07 – 12/08/07)

Robert Schmidt – Total amount not to exceed \$500

2. Military Leaves

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 the request for military reserve duty for

a) Mr. Anthony Puzzuto, Warehouse Supervisor, for the dates of 9/5, 9/6, 9/7, 9/11, 9/12, 9/13, 9/14, 9/17, 9/18, 9/19, 9/20, 9/21, 9/24, 9/25, 9/26, 9/27 (a total of 16 working days); and

b) Mr. Anthony Rizo, Multi-Media Graphic Artist, for the dates of 8/29, 8/30, 8/31, 9/4, 9/5, 9/6, 9/7, 9/10, 9/11, 9/12, 9/13, (a total of 11 working days). Mr. Puzzuto and Mr. Rizo meet the college service requirements.

3. Separations

(None)



Report No.: V-A-1-b

Date: November 20, 2007

Subject: Classified Personnel

Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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James L. Buysse  
Interim Chancellor

Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



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Linda Lacy  
Interim President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Academic Affairs



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Brenda Davis  
President, Norco Campus



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Aaron Brown  
Interim Vice Chancellor, Administration  
and Finance

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Irv Hendrick  
Interim President, Moreno Valley Campus

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Debbie DiThomas  
Interim Vice Chancellor, Student Services/Operations

**Completion of Program Review (Fall 2007)**

Anna Marie Amezquita – Paid as a lump sum upon completion in the amount of \$250  
Tammy DiBenedetto – Paid as a lump sum upon completion in the amount of \$250  
Richard Mahon– Paid as a lump sum upon completion in the amount of \$375  
Lisa Nelson – Paid as a lump sum upon completion in the amount of \$250  
Diane Solorzano – Paid as a lump sum upon completion in the amount of \$250

**Cross-Curricular Reading Skills Development (Spring 2008)**

Facilitate interdisciplinary planning and implementation among faculty to foster a reading environment on campus, and reading skills, generally, in follow-up to the Spring 2007 MV Campus Basic Skills Retreat. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Jeff Rhyne – Total amount to be paid not to exceed \$1,500

**Musical Theater Choreography (Fall 2007)**

Choreography and dance instruction for two (2) fall 2007 semester productions.

Ellen Prince – Paid as a lump sum upon completion in the amount of \$1,650

**New On-Line Faculty Survey (Title V Cooperative Grant) (Fall 2007)**

Faculty will participate in a pilot project in coordination with MVC and UCR's C4 project. Faculty will complete survey and provide feedback and comments to committee.

Matt Fast – Paid as a lump sum upon completion in the amount of \$50  
Felipe Galicia – Paid as a lump sum upon completion in the amount of \$50  
Frankie Moore – Paid as a lump sum upon completion in the amount of \$50  
Sonya Nyrop – Paid as a lump sum upon completion in the amount of \$50  
LaTonya Parker – Paid as a lump sum upon completion in the amount of \$50  
Bonavita Quinto – Paid as a lump sum upon completion in the amount of \$50  
Jeff Rhyne – Paid as a lump sum upon completion in the amount of \$50  
Salvador Soto – Paid as a lump sum upon completion in the amount of \$50  
Carlos Tovaes – Paid as a lump sum upon completion in the amount of \$50  
Laura Vasquez – Paid as a lump sum upon completion in the amount of \$50  
JoAnna Werner-Fraczek – Paid as a lump sum upon completion in the amount of \$50  
Valarie Zapata – Paid as a lump sum upon completion in the amount of \$50

**Learning Community: ENG-60A with GUID-48 (Spring 2008)**

Work along side a counselor to create a learning community for English 60A and Guidance 48.

Andres Elizalde – Paid as a lump sum upon completion in the amount of \$2,500

**Viewpoints Coaching (Winter 2008)**

Coach Viewpoints for the annual spring semester back-to-school newspaper.

Dan Evans – Paid as a lump sum upon completion in the amount of \$431.76  
Allan Lovelace – Paid as a lump sum upon completion in the amount of \$1,007.11

Theatre Department Curriculum Development (Fall 2007)

Write new curriculum.

David Nelson – Paid as a lump sum upon completion in the amount of \$1,500 (50% in November, 50% in December)

RECHS Faculty Collaboration – Cross Curricular Project (Fall 2007 or Winter 2008)

Develop and implement cross curricular theme based projects for use in Speech & Guidance 48.

Kim Seymour – Paid as a lump sum upon completion in the amount of \$1,000

Silvia Trejo – Paid as a lump sum upon completion in the amount of \$1,000

Curriculum and CurricUNET (Winter 2008)

Continuation of training and implementation of the CurricUNET software program.

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

Paul Herzig – Total amount to be paid not to exceed \$758.28

Test Bank Mini Grant (Fall 2007 or Winter 2008)

Create a series of test banks for Spanish discipline.

Dorothy Campbell – Paid as a lump sum upon completion in the amount of \$375

Kathryn Kelly – Paid as a lump sum upon completion in the amount of \$375

Gwen Yount – Paid as a lump sum upon completion in the amount of \$375

ESL Discipline Handbook (Fall 2007)

Collect ESL adjunct information and compile new list, plus update various course information and other parts of the handbook.

Jean Waggoner – Paid as a lump sum upon completion in the amount of \$333.33

ESL PT Handbook (Fall 2007)

Jenelle Herman – Paid as a lump sum upon completion in the amount of \$333.33

Carla Reible – Paid as a lump sum upon completion in the amount of \$333.34

Kinetic Conversations Choreography (Fall 2007)

Choreographic work for fall faculty dance concert.

Lori Dismuke – Paid as a lump sum upon completion in the amount of \$525

Mathematics Supplemental Instruction Course Innovation Stipend – Title V Norco (Fall 2007)

Continue the curriculum development for a tutor training program that will facilitate a supplemental instruction mode of instruction across disciplines. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Richard Ries – Total amount to be paid not to exceed \$850

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u> (None)	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
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EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Marilyn Rader	Accompanist III	09/01/07-06/30/08	\$15.00/hour
Kelli Baldwin	Communication Assistant	11/01/07-06/30/08	\$7.75/hour
Aaron Del Toro	Communication Assistant	09/01/07-06/30/08	\$7.75/hour
Christopher Nguyen	Computer Technician	09/10/07-06/30/08	\$10.00/hour
Ishmeet Sodhi	Computer Technician	09/10/07-06/30/08	\$10.00/hour
Clay Hodson	Detective/Investigator	10/01/07-06/30/08	\$25.00/hour
Ronald Foss	Evaluator, AOJ	10/29/07-06/30/08	\$10.00/hour
Alejandro Cortez	Grant Facilitator	10/13/07-01/31/08	\$40.00/hour
Sara Bauer	Interpreter I	10/10/07-06/30/08	\$18.00/hour
Aaron Bronstein	Interpreter I	10/03/07-06/30/08	\$18.00/hour
Daniel Ranson	Interpreter I	09/10/07-06/30/08	\$18.00/hour
Davena Burns-Peters	Interpreter III	10/12/07-06/30/08	\$27.00/hour
Jennifer Sogolow-Smith	Interpreter III	10/10/07-06/30/08	\$27.00/hour
George Lopez	Interpreter Apprentice	09/26/07-06/30/08	\$11.00/hour
Kevin Lawrence Taylor	Instructional Aide I	09/01/07-06/30/08	\$7.50/hour
David Skelley	Instructional Aide I	11/01/07-06/30/08	\$7.50/hour
Charnelle Wickliff	Instructional Aide I	07/01/07-12/31/07	\$7.50/hour
Michael Hernandez	Instructional Aide II	08/01/07-06/30/08	\$8.05/hour
Simei Pulu Jr.	Laboratory Aide II	10/22/07-06/30/08	\$10.00/hour
Elizabeth Jaszewski	Matriculation Assistant II	07/01/07-06/30/08	\$9.50/hour
Julia Delgadillo	Matriculation Assistant III	09/20/07-06/30/08	\$10.00/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES  
BOARD POLICY 4035, CONT.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Erin Serrato	Matriculation Assistant III	10/09/07-06/30/08	\$10.00/hour
Sara Anguiano	Office Assistant I	07/01/07-12/31/07	\$9.00/hour
Bethany Bonadiman	Office Assistant I	10/01/07-06/30/08	\$9.00/hour
Cassie Brewer	Office Assistant I	10/29/07-06/30/08	\$9.00/hour
Hyunseok Jo	Office Assistant I	07/01/07-08/31/07	\$9.00/hour
Daniel Landin	Office Assistant I	09/01/07-06/30/08	\$9.00/hour
Raquel Orchanian	Office Assistant I	07/01/07-12/31/07	\$9.00/hour
Kashea Packard	Office Assistant I	11/01/07-06/30/08	\$9.00/hour
Erica Rodriguez	Office Assistant I	10/22/07-06/30/08	\$9.00/hour
Leniece Arevalo	Office Assistant II	10/08/07-06/30/08	\$10.50/hour
Trina Blair	Office Assistant II	10/01/07-06/30/08	\$10.50/hour
Mary Cortez	Office Assistant II	10/26/07-06/30/08	\$10.50/hour
Donee Dattilo	Office Assistant II	10/01/07-06/30/08	\$10.50/hour
Eric Garcia	Office Assistant II	09/26/07-06/30/08	\$10.50/hour
Stephanie Goodwin	Office Assistant II	07/31/07-06/30/08	\$10.50/hour
Edward Junsay	Office Assistant II	10/01/07-06/30/08	\$10.50/hour
Michael Cabral	Office Clerk	07/01/07-06/30/08	\$7.50/hour
Ronald Foss	Role Player	10/29/07-06/30/08	\$7.50/hour
Michael Kelley	Student Activities Assistant	07/01/07-06/30/08	\$10.50/hour
Suzanne Coles	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Alejandra Nieto	Supplemental Instructional Leader	10/15/07-06/12/08	\$12.00/hour
Ryan Daniel	Theater Carpenter	10/01/07-06/30/08	\$10.65/hour
Ethan Hudgens	Theater Carpenter	10/19/07-06/30/08	\$10.65/hour
Christen Pierce	Theater Carpenter	10/15/07-06/30/08	\$10.65/hour
Gregory Pytlak	Theater Carpenter	10/17/07-06/30/08	\$10.65/hour
Mark Schlenker	Theater Carpenter	10/23/07-06/30/08	\$10.65/hour
Brandon Tronsen	Theater Carpenter	10/17/07-06/30/08	\$10.65/hour
Monte Cooper	Theater Master Carpenter	10/29/07-06/30/08	\$17.00/hour
Rachael Green	Theater Production Technician	10/15/07-06/30/08	\$9.25/hour
Timothy Guy	Training Technician II	10/01/07-06/30/08	\$20.00/hour
Adam Apperson	Tutor I	11/02/07-06/30/08	\$7.50/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES  
BOARD POLICY 4035, CONT.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 4035</u>
Christopher Melville	Tutor I	11/02/07-06/30/08	\$7.50/hour
Brandi Triplett	Tutor I	11/02/07-06/30/08	\$7.50/hour

District Funds

NAME	POSITION	DEPARTMENT	DATE	RANGE
Franco, April	Student Worker	Dance-Riv	10/01/07	19-4
Allen, Bradley	Student Worker	Performing Arts-RIV	10/02/07	19-4
Jackson, Emily	Student Worker	Performing Arts-RIV	10/02/07	19-4
Kingdong, Dieudonne	Student Worker	Tutorial Services-RIV	10/05/07	19-4
Dolemieux, Hugo	Student Worker	Performing Arts-RIV	10/05/07	19-4
So, Daneth	Student Worker	Tutorial Services-MV	10/06/07	19-4
Haessly, Nathan	Student Worker	Tutorial Services-RIV	10/06/07	19-4
Millan, Marie Denise	Student Worker	Tutorial Services-RIV	10/06/07	19-4
Guitierrez JR, Louie	Student Worker	Outreach-MV	10/06/07	19-4
Arrijoja, Christina	Student Worker	Tutorial Services-NOR	10/08/07	19-4
Williamson, Afton	Student Worker	Athetics-RIV	10/08/07	19-4
Orosco, Jonathan	Student Worker	Tutorial Services-RIV	10/09/07	19-4
Hamilton, Corey	Student Worker	Music-RIV	10/09/07	19-4
Wong, Marlena	Student Worker	Tutorial Services - MOV	10/10/07	19-4
Morikone, Margeen	Student Worker	Tutorial Services - RIV	10/10/07	19-4
Coats, James,	Student Worker	Tutorial Services-RIV	10/10/07	19-4
Hix, Rikki	Student Worker	Tutorial Services-RIV	10/10/07	19-4
Tran, Thuy-Tien	Student Worker	Tutorial Services-RIV	10/10/07	19-4
Aitkaci Azzou, Nadia	Student Worker	Tutorial Services-RIV	10/10/07	19-4
Varela, Kenneth	Student Worker	IST-Riv	10/10/07	19-4
Donaldson, Chandra	Student Worker	Early Childhood Studies-NOR	10/10/07	19-4
Avne, Joshua	Student Worker	Tutorial Services	10/11/07	19-4
Whitman, D'nez	Student Worker	Early Childhood Studies-Riv	10/11/07	19-4
Banuelos, Yair	Student Worker	DSP&S-RIV	10/11/07	19-4
Razak, Yacoubou	Student Worker	Police/Parking Safety	10/11/07	19-4
Schrokosch, Michelle	Student Worker	Printing and Graphics-RIV	10/11/07	19-4
Tao, Qian	Student Worker	Tutorial Services-NOR	10/17/07	19-4
Soto, Vanessa	Student Worker	Art-Riv	10/17/07	19-4
Totten, Brenda	Student Worker	DSP&S-RIV	10/17/07	19-4
Kacarab, Michael	Student Worker	Tutorial Services-RIV	10/17/07	19-4
Evard, Sage	Student Worker	IMC-MV	10/17/07	19-4
Lent, Gregory	Student Worker	English Writing Ctr-RIV	10/17/07	19-4
Mock, Michelle	Student Worker	Tutorial Services-NOR	10/18/07	19-4
Park, Jongkyon	Student Worker	Tutorial Services-RIV	10/18/07	19-4
Wales, Brandon	Student Worker	Tutorial Services-RIV	10/18/07	19-4
Riggs, Anthony	Student Worker	CHSS/MSIS-MV	10/19/07	19-4
Reed, Brandon	Student Worker	Library-RIV	10/19/07	19-4
Rath, Chanmakara	Student Worker	Tutorial Services-RIV	10/29/07	19-4
Libring, Danielle	Student Worker	Swimming-Riv	10/29/07	19-4
Nguyen, Rebecca	Student Worker	Tutorial Services-RIV	10/29/07	19-4

District Funds (Cont'd)

Aguilar, Guillermo	Student Worker	CHSS/MSIS-MV	10/29/07	19-4
Loukina, Larissa	Student Worker	Tutorial Services-RIV	10/29/07	19-4
Bishop, David	Student Worker	Tutorial Services	10/29/07	19-4
Toghian, Elnaz	Student Worker	Early Childhood Studies-Riv	10/30/07	19-4
Honny, Brittany	Student Worker	Swimming-Riv	10/30/07	19-4
Turner, Kevin	Student Worker	Tutorial Services-Riv	10/30/07	19-4
Ray, Lana	Student Worker	Tutorial Services-Riv	10/30/07	19-4

Categorical Funds

NAME	POSITION	DEPARTMENT	DATE	RANGE
Rojas-Cruz, Carmen	Student Worker	Police/Parking-Riv	10/18/07	19-4
Figueroa, Sobeyda	Student Worker	Career Transfer/MV	10/01/07	19-4
Carter, James	Student Worker	Police/Parking-Riv	10/01/07	19-4
Gonzales, Lance	Student Worker	Athletics-RIV	10/02/07	19-4
LaGarde-Holland, Antor	Student Worker	Athletics-RIV	10/02/07	19-4
Overholt, Sara	Student Worker	Athletics-RIV	10/02/07	19-4
Jackson, Djquara	Student Worker	Athletics-RIV	10/02/07	19-4
Rayne, Joshua	Student Worker	Athletics-RIV	10/02/07	19-4
Williams, Tramika	Student Worker	Athletics-RIV	10/02/07	19-4
Burge, Ashlee	Student Worker	Athletics-RIV	10/02/07	19-4
Moreno, Holly	Student Worker	CHSS/MV	10/02/07	19-4
Lopez, Miguel	Student Worker	DSP&S-RIV	10/02/07	19-4
Robinson, Markeisha	Student Worker	ECS-RIV	10/02/07	19-4
Meija, Alba	Student Worker	Housing Auth-RIV	10/02/07	19-4
Aguirre, Susana	Student Worker	Housing Auth-RIV	10/02/07	19-4
Moore, Demetira	Student Worker	Student Activities-RIV	10/02/07	19-4
Ortega, Pedro	Student Worker	Sunnymeadows Elem-RIV(CS)	10/02/07	19-4
Packard, Kashea	Student Worker	Housing Auth-RIV	10/03/07	19-4
Weathersby, Valerie	Student Worker	EOPS-RIV	10/04/07	19-4
Spanlger, Adam	Student Worker	Athletics-RIV	10/05/07	19-4
Wills, Tiana	Student Worker	Athletics-RIV	10/06/07	19-4
Damron, Patricia	Student Worker	Community Relations-RIV	10/06/07	19-4
Sheikh, Maereen	Student Worker	English Writing Ctr-RIV	10/06/07	19-4
Hill, Yakyshia	Student Worker	Student Services-Riv	10/06/07	19-4
Hancock, Kimonique	Student Worker	Athletics-RIV	10/06/07	19-4
Turner, Chandra	Student Worker	Ridgecrest-RIV	10/08/07	19-4
Hayes, Heather	Student Worker	Counseling-MV	10/09/07	19-4
Alvidrez, Adam	Student Worker	Police/Parking-Riv	10/09/07	19-4
Leal, Yolanda	Student Worker	Community Education-RIV	10/10/07	19-4



Categorical Funds (Cont'd)

Goffe, Latoya	Student Worker	RCCD Foundation-RIV	10/10/07	19-4
Ugalde, Carmen	Student Worker	Health Services-MV	10/10/07	19-4
Peterson, Nicole	Student Worker	Health Services-MV	10/10/07	19-4
Espinoza, Joe	Student Worker	Food Services-RIV	10/11/07	19-4
Scott, Marcus	Student Worker	Career Transfer/MV	10/12/07	19-4
Clinton, Brett	Student Worker	EOPS-RIV	10/12/07	19-4
Piccoli, Daniel	Student Worker	Applied Tech/Welding	10/12/07	19-4
Fishel, Amy	Student Worker	Nursing Ed-RIV	10/12/07	19-4
Smith, Precious	Student Worker	Outreach-RIV	10/12/07	19-4
Vazquez, David	Student Worker	Police/Parking-Riv	10/15/07	19-4
Hutchinson, Winston	Student Worker	Athletics-RIV	10/15/07	19-4
Paniagua, Michael	Student Worker	Athletics-RIV	10/16/07	19-4
Sawyer, Shawn	Student Worker	Athletics-RIV	10/16/07	19-4
Mena, Eduardo	Student Worker	Outreach-RIV	10/16/07	19-4
Avila, Maria	Student Worker	School Of Nursing-RIV	10/17/07	19-4
Vault, Uyedon	Student Worker	Athletics-RIV	10/17/07	19-4
Silva, Jorge Luis	Student Worker	Transfer/Career Ctr-RIV	10/18/07	19-4
Hunter, Terrence	Student Worker	Field Asst/Athletics-RIV	10/18/07	19-4
Gonzalez, Bryant	Student Worker	Athletics-RIV	10/18/07	19-4
Flores, Roberto	Student Worker	Diversity & Human Resources	10/24/07	19-4
Bessnwale, Amalia	Student Worker	Admin Support Ctr-RIV	10/31/07	19-4
Lagarde, Marquita	Student Worker	Butterfield-RIV	10/31/07	19-4
Carter, Jennifer	Student Worker	CHSS/MV	10/31/07	19-4
Fernandez, Maria	Student Worker	ECS-RIV	10/31/07	19-4
Booker, Marqueeta	Student Worker	Business-Riv	10/31/07	19-4
Altatorre, Geneva	Student Worker	Library-Norco	10/31/07	19-4
Alfaro-Hinojosa	Student Worker	Ridgecrest-RIV	10/31/07	19-4
Rivera Jr., Jolian	Student Worker	Health Services-Riv	10/31/07	19-4
Taken, Justice	Student Worker	Athletics-RIV	10/31/07	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: November 20, 2007

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions totaling \$6,233,239, requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (105133-106388) totaling \$6,908,908 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. These claims also have been reviewed by the Riverside County Office of Education through their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$6,233,239 and District Warrant Claims totaling \$6,909,908.

James L. Buysse  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Report of Purchases  
 All District Funds  
 Purchases over \$69,000  
 10/1/07 - 10/31/07

Reference #	Fund	Department	Vendor	Description	Amount
C0001688	11	Culinary Academy	Riverside County EDA	Culinary Lease	\$ 125,302
C0001704	41	Facilities - Norco	Prowest Constructors	Construction Mgmt Norco Phase III	3,018,445
C0001705	41	Facilities - Riverside	Best Contracting Services, Inc	Roofing Project Arroyo Baseball Bldg	87,878
C0001709	41	Facilities - Norco	Borg Pacific Inc	DSA Inspection Services Norco Phase III	345,000
C0001711	41	Facilities - Norco	Information Technology Solutions	Design & Project Management Norco Phase III	74,000
C0001711	41	Facilities - Norco	Information Technology Solutions	Design & Project Management Norco Phase III	81,500
P0010803	11	Risk Management	Alliance of Schools for Coop. Ins. Pgms.	Fire, Theft and Liability Insurance	413,643
B0002930	32	Food Services - Riverside	Pepsi-Cola	Beverages	92,387
B0002931	32	Food Services - Riverside	US Food Service	Protein Food Products	236,032
			Total		\$ 4,474,187

Additions to Approved/Ratified Purchase Orders/Contracts \$69,000 and over

C0001667	11	Administrative Support Center	Oce Financial Services / Leases	Lease High Volume Copiers	\$ 97,000
				All Purchase Orders, Contracts and Additions under \$69,000 for the period of 10/1/07 - 10/31/07	
				Contracts C1679 - C1722 and Contract Additions C1233-C1678	\$ 788,619
				Purchase Orders P10609 - P11075 and Purchase Order Additions P9326-P11074	659,595
				Blanket Purchase Orders B2898 - B2991 and Blanket Purchase Order Additions B2898-B2990	213,838
			Total		\$ 1,662,052
			Grand Total		\$ 6,233,239

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments

Background: The 2007-08 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for printers, desk and chairs.			
From:	Human Resources	Copying and Printing	\$ 3,740
To:	Human Resources	Equipment	\$ 440
		Equipment Replacement	3,300
2. Transfer to reallocate the Middle College High School grant. (Fund 12, Resource 1190)			
From:	Middle College High School	Transportation	\$ 6,000
To:	Middle College High School	Supplies	\$ 1,200
		Food	3,800
		Equipment	1,000
3. Transfer to reallocate the Riverside County Emancipation Services grant. (Fund 12, Resource 1190)			
From:	Workforce Prep	Cellular Telephone	\$ 3,000
To:	Workforce Prep	Supplies	\$ 3,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>		<u>Amount</u>
4. Transfer to reallocate the Gateway to College (GTC) Tech Prep Demonstration budget. (Fund 12, Resource 1190)				
From:	GTC Tech Prep Demonstration	Supplies	\$	215
		Other Services		91
To:	GTC Tech Prep Demonstration	Equipment	\$	91
		Bus Passes		215
5. Transfer to provide for computer equipment in Workforce Prep. (Fund 12, Resource 1190)				
From:	Gateway to College	Electricity	\$	1,952
		Telephone		2,000
To:	Gateway to College	Equipment	\$	3,952
6. Transfer to provide furniture for the District office.				
From:	Administration & Finance	Other Services	\$	28,409
To:	Student Services – District Office	Supplies	\$	84
		Equipment		28,325
7. Transfer to provide for professional services.				
From:	Facilities & Planning	Architects Fees	\$	24,200
To:	Facilities & Planning	Professional Services	\$	24,200

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
8. Transfer to reallocate the VTEA – Title I-C budget. (Fund 12, Resource 1190)		
From: Media & Communications	Supplies	\$ 2,100
Manuf & Industrial Tech.	Comp Software Maint/Lic	14,000
Registered Nursing	Equipment	11,475
Fire Technology	Conferences	2,500
To: Media & Communications	Transportation	\$ 2,100
Manuf & Industrial Tech.	Instructional Supplies	14,000
Registered Nursing	Software	7,571
	Comp Software Maint/Lic	3,904
Fire Technology	Supplies	690
	Equipment	1,810
9. Transfer to provide catering for the 7 <sup>th</sup> Annual Veterans Economic and Business Development Summit. (Fund 12, Resource 1190)		
From: Procurement Assistance Center	Conferences	\$ 4,970
To: Procurement Assistance Center	Food	\$ 4,970
10. Transfer to provide for mileage. (Fund 12, Resource 1190)		
From: CA Articulation Number System	Supplies	\$ 500
To: CA Articulation Number System	Mileage	\$ 500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
11. Transfer to reallocate the Campus Safety and Police budgets.		
From: Campus Police - District	Other Services	\$ 9,980
To: Campus Police - Norco	Supplies	\$ 2,495
	Other Transportation	2,495
Campus Police – Moreno Valley	Supplies	2,495
	Other Transportation	2,495
12. Transfer to provide services for the Matriculation program. (Fund 12, Resource 1190)		
From: Matriculation - District	Tests	\$ 2,612
To: Matriculation - District	Temporary Services	\$ 2,150
	Repairs	462
13. Transfer to reallocate the Basic Skills Reappropriation grant. (Fund 12, Resource 1190)		
From: Academic Affairs - Riverside	Conferences	\$ 3,000
To: Academic Affairs - Riverside	Equipment	\$ 3,000
14. Transfer to reallocate the Culinary Academy budget.		
From: Culinary Academy	Supplies	\$ 541
To: Culinary Academy	Equipment Replacement	\$ 541

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
15. Transfer to provide equipment for the softball and football teams.		
From: President - Riverside	Budget Augmentation Acct.	\$ 4,802
To: Athletics - Riverside	Fixtures & Fixed Equipment	\$ 2,931
	Equipment Replacement	1,871
16. Transfer to provide storage shed for risers in Landis Auditorium.		
From: President - Riverside	Budget Augmentation Acct.	\$ 3,255
To: Performance Riverside	Equipment	\$ 3,255
17. Transfer to provide for the Fran Bushman Tennis Complex dedication.		
From: President - Riverside	Budget Augmentation Acct.	\$ 2,972
To: President - Riverside	Supplies	\$ 2,000
	Fixtures & Fixed Equipment	972
18. Transfer to reallocate the Riverside Dean of Instruction budget.		
From: Accreditation	Travel Expenses	\$ 927
Staff Development	Academic Special Project	3,000
Honors Program	Other Services	1,000
To: Accreditation	Supplies	\$ 927
Staff Development	Supplies	500
	Conferences	2,500
Honors Program	Supplies	1,000



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
19. Transfer to provide for Special Project Requests. (Fund 12, Resource 1190)		
From: Dean of Instr – Riv Acad Staff Dev	Supplies	\$ 2,777
To: Dean of Instruction - Riverside	Academic Special Project	\$ 2,500
	Employee Benefits	277
20. Transfer to purchase furniture.		
From: English - Riverside	Instructional Supplies	\$ 537
To: English - Riverside	Equipment	\$ 537
21. Transfer to reallocate the Library budget.		
From: Library - Riverside	Comp Software Maint/Lic	\$ 77
To: Library - Riverside	Fixtures & Fixed Equipment	\$ 77
22. Transfer to reallocate the Student Equity Program budget.		
From: Student Services - Riverside	Supplies	\$ 1,950
To: Student Services - Riverside	Travel Expenses	\$ 1,300
	Transportation	650
23. Transfer to provide for campus improvement projects.		
From: Grounds/Maint - Norco	Site Improvement	\$ 30,000
To: Grounds/Maint - Norco	Other Services	\$ 30,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
24. Transfer to reallocate the Norco President's budget.		
From: President - Norco	Other Services	\$ 1,000
To: President - Norco	Copying and Printing	\$ 1,000
25. Transfer to purchase pole banners and folding tables.		
From: President - Norco	Budget Augmentation Acct.	\$ 27,868
To: Grounds/Maint - Norco	Other Supplies	\$ 21,000
Building Maint - Norco	Other Supplies	6,868
26. Transfer to purchase instructional media equipment and supplies for Norco classrooms.		
From: President - Norco	Budget Augmentation Acct.	\$ 8,141
To: AV Labs/Services - Norco	Supplies	\$ 4,445
	Equipment	3,696
27. Transfer to purchase security locks for Library laptop computers.		
From: President - Norco	Budget Augmentation Acct.	\$ 1,227
To: Library - Norco	Supplies	\$ 1,227
28. Transfer to purchase an ESL mobile wireless cart. (Fund 12, Resource)		
From: Title V - HSI Coop Program - Norco	Other Services	\$ 75,000
To: Title V - HSI Coop Program - Norco	Equipment	\$ 75,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
29. Transfer to provide an accompanist for the Music department.		
From: Dean of Instruction - Norco	Instructional Supplies	\$ 3,500
To: Music - Norco	Professional Services	\$ 3,500
30. Transfer to provide meals and supplies for the accreditation team.		
From: Accreditation - Norco	Travel Expenses	\$ 1,000
To: Accreditation - Norco	Supplies	\$ 1,000
31. Transfer to repair electrical overhead projector wiring in the ECS Building.		
From: Admin. of Justice - Norco	Instructional Supplies	\$ 219
To: Child Development/ECE - Norco	Repair	\$ 219
32. Transfer to provide for Special Project Requests.		
From: Dramatic Arts - Norco	Other Services	\$ 3,300
To: Dean of Instruction - Norco	Academic Special Project	\$ 3,300
33. Transfer to reallocate the Norco ECS Equipment Project budget. (Fund 41, Resource 4100)		
From: Early Childhood Studies - Norco	Equipment	\$ 5,000
To: Early Childhood Studies - Norco	Supplies	\$ 5,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
34. Transfer to provide for additional accreditation fees.		
From: Dental Hygiene – Moreno Valley	Instructional Supplies	\$ 200
To: Dental Hygiene – Moreno Valley	Memberships	\$ 200
35. Transfer to provide instructional supplies for new BIO-17 classes.		
From: President – Moreno Valley	Budget Augmentation Acct.	\$ 4,000
To: Biology – Moreno Valley	Instructional Supplies	\$ 4,000
36. Transfer to reallocate the Moreno Valley Title V budget. (Fund 12, Resource 1190)		
From: Title V – Moreno Valley	Other Services	\$ 62,941
To: Title V – Moreno Valley	Reference Books	\$ 2,500
	Supplies	2,500
	Equipment	57,941
37. Transfer to purchase equipment for the Public Safety, Education and Training Programs.		
From: Police Academy	Copying and Printing	\$ 1,653
Fire Technology	Supplies	323
Public Services/Criminal Justice	Consultants	236
To: Police Academy	Equipment Replacement	\$ 1,653
Fire Technology	Equipment	323
Public Services/Criminal Justice	Equipment	236

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 20, 2007

Subject: Budget Adjustments

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

James L. Buysse  
Interim Chancellor

Prepared by: Patricia A. Braymer  
Interim Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 07-07/08  
2007-2008 Quick Start Partnership in Advanced Transportation

Background: The Riverside Community College District has received an extension through December 31, 2007 that allows the use of \$12,453 in unspent 2006-2007 funding for the 2007-2008 Quick Start Partnership in Advanced Transportation from Long Beach Community College District, the financial administrator for a grant awarded by the California Community Colleges Chancellor's Office. The funds will be used to complete the partnership activities started in the previous year.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$12,453 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Dr. John Tillquist  
Dean, Technology and Economic Development

Henry Rogers  
Director, Center for Applied Competitive Technology

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 07-07/08

2007-2008 Quick Start Partnership in Advanced Transportation

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$12,453 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 November 20, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 07-07/08  
 2007-2008 Quick Start Partnership in Advanced Transportation**

Year	County	District	Date	Fund
08	33	07	11/20/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0138	8659	12,453 00	REVENUE
								EXPENDITURES
12	AXD	1190	0	7010	0138	2119	628 00	Classified FT
12	AXD	1190	0	7010	0138	2349	4,000 00	Classified OT
12	AXD	1190	0	7010	0138	3220	59 00	Employee Benefits
12	AXD	1190	0	7010	0138	3320	75 00	
12	AXD	1190	0	7010	0138	3325	67 00	
12	AXD	1190	0	7010	0138	3420	21 00	
12	AXD	1190	0	7010	0138	3520	2 00	
12	AXD	1190	0	7010	0138	3620	61 00	↓
12	AXD	1190	0	7010	0138	4590	1,000 00	Supplies
12	AXD	1190	0	7010	0138	5219	4,287 00	Other Travel
12	AXD	1190	0	7010	0138	5650	2,253 00	Transportation Contracts
							12,453 00	TOTAL INCOME
							12,453 00	TOTAL EXPENDITURES



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 10-07/08  
2007-2008 Basic Skills/ESL

Background: The Riverside Community College District has received additional funding for the 2007-2008 Basic Skills/ESL program in the amount of \$151,270 from the California Community College Chancellors Office. The funds will be used to provide research, professional development, counseling and tutoring.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$151,270 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Kristina Kauffman  
Associate Vice Chancellor,  
Institutional Effectiveness

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 10-07/08

2007-2008 Basic Skills/ESL

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$151,270 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 November 20, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 10-07/08  
 2007-2008 Basic Skills/ESL**

Year	County	District	Date	Fund
08	33	07	11/20/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0022	8659	151,270 00	REVENUE
								EXPENDITURES
12	DJA	1190	0	6010	2022	1333	27,012 00	Acad PT Hrly
12	DJA	1190	0	6010	2022	2139	29,180 00	Classified Hrly
12	DJA	1190	0	6010	2022	3130	2,228 00	Employee Benefits
12	DJA	1190	0	6010	2022	3325	423 00	
12	DJA	1190	0	6010	2022	3335	392 00	
12	DJA	1190	0	6010	2022	3520	15 00	
12	DJA	1190	0	6010	2022	3530	14 00	
12	DJA	1190	0	6010	2022	3620	382 00	
12	DJA	1190	0	6010	2022	3630	354 00	↓
12	DJA	1190	0	6010	2022	6481	11,072 00	Equip Addn'l \$200-\$4999
12	FZC	1190	0	6301	0022	1439	18,620 00	Acad PT Hrly
12	FZC	1190	0	6301	0022	3130	1,536 00	Employee Benefits
12	FZC	1190	0	6301	0022	3335	270 00	↓
12	FZC	1190	0	6301	0022	3530	10 00	↓
12	FZC	1190	0	6301	0022	3630	244 00	↓
12	FQE	1190	0	1701	0022	2230	5,028 00	Instructional Aides Hrly
12	FQE	1190	0	1701	0022	3315	73 00	Employee Benefits
12	FQE	1190	0	1701	0022	3510	3 00	↓
12	FQE	1190	0	1701	0022	3610	66 00	↓
12	FNC	1190	0	1501	0022	2230	5,028 00	Instructional Aides Hrly
12	FNC	1190	0	1501	0022	3315	73 00	Employee Benefits
12	FNC	1190	0	1501	0022	3510	3 00	↓
12	FNC	1190	0	1501	0022	3610	66 00	↓
							151,270 00	SUB TOTAL PG 2 INCOME
							102,092 00	SUB TOTAL PG 2 EXPENDITURES

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 10-07/08  
 2007-2008 Basic Skills/ESL

Year	County	District	Date	Fund
08	33	07	11/20/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0022	8659	0 00	REVENUE
								EXPENDITURES
12	EJA	1190	0	6010	2022	4590	7,294 00	Supplies
12	EJA	1190	0	6010	2022	5220	7,295 00	Travel
12	EJA	1190	0	6010	2022	5649	7,294 00	Computer Software Maint/Lic
12	EJA	1190	0	6010	2022	6481	7,294 00	Equip Addn'l \$200-\$4999
12	AJC	1190	0	6010	4022	2139	19,453 00	Classified Hrly
12	AJC	1190	0	6010	4022	3325	283 00	Employee Benefits
12	AJC	1190	0	6010	4022	3520	10 00	↓
12	AJC	1190	0	6010	4022	3620	255 00	↓
							0 00	SUB TOTAL PG 3 INCOME
							49,178 00	SUB TOTAL PG 3 EXPENDITURES
							151,270 00	TOTAL PROGRAM INCOME
							151,270 00	TOTAL PROGRAM EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 08-07/08  
Norco Phase III Industrial Technology Facility Project –  
Construction

Background: On August 21, 2007, the Board authorized a budget augmentation to the Phase III Norco/Industrial Technology Project using Measure C funds to bring the total estimated project cost to \$30,632,100, with \$20,484,274 coming from State Construction Act funds and \$10,147,826 coming from Measure C funds. Previously, the District received state funding of \$188,000 for preliminary plans and \$198,000 for working drawings.

The District has now received notification from the California Community College Chancellor's Office releasing Group I funding in the amount of \$18,080,000 for the construction phase of the project. The remaining State Construction Act funds for this project, \$2,018,274, are Group II funds for furniture and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$18,080,000 to the budget and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Patricia A. Braymer  
Interim Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 08-07/08

Norco Phase III Industrial Technology Facility Project –  
Construction

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$18,080,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 20, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 08-07/08  
 2007-2008 Norco Phase III Industrial Technology Facility Project -  
 Construction**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
08	33	07	11/20/2007	41

<i>FUND</i>	<i>SCHOOL</i>	<i>RESOURCE</i>	<i>PY</i>	<i>GOAL</i>	<i>FUNC</i>	<i>OBJECT</i>	<i>AMOUNT</i>	<i>Object Code Description</i>
41	000	4100	0	0000	0677	8659	18,080,000 00	REVENUE
								EXPENDITURES
41	EDD	4100	0	7122	0677	6216	18,008,720 00	Construction Contract
41	EDD	4100	0	7122	0677	5198	71,280 00	Professional Services
							18,080,000 00	TOTAL INCOME
							18,080,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 08-07/08  
Norco Phase III Industrial Technology Facility Project –  
Construction

Background: On August 21, 2007, the Board authorized a budget augmentation to the Phase III Norco/Industrial Technology Project using Measure C funds to bring the total estimated project cost to \$30,632,100, with \$20,484,274 coming from State Construction Act funds and \$10,147,826 coming from Measure C funds. Previously, the District received state funding of \$188,000 for preliminary plans and \$198,000 for working drawings.

The District has now received notification from the California Community College Chancellor's Office releasing Group I funding in the amount of \$18,080,000 for the construction phase of the project. The remaining State Construction Act funds for this project, \$2,018,274, are Group II funds for furniture and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$18,080,000 to the budget and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Patricia A. Braymer  
Interim Associate Vice Chancellor, Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 08-07/08

Norco Phase III Industrial Technology Facility Project –  
Construction

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$18,080,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 20, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 08-07/08  
 2007-2008 Norco Phase III Industrial Technology Facility Project -  
 Construction**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
08	33	07	11/20/2007	41

<i>FUND</i>	<i>SCHOOL</i>	<i>RESOURCE</i>	<i>PY</i>	<i>GOAL</i>	<i>FUNC</i>	<i>OBJECT</i>	<i>AMOUNT</i>	<i>Object Code Description</i>
41	000	4100	0	0000	0677	8659	18,080,000 00	REVENUE
								EXPENDITURES
41	EDD	4100	0	7122	0677	6216	18,008,720 00	Construction Contract
41	EDD	4100	0	7122	0677	5198	71,280 00	Professional Services
							18,080,000 00	TOTAL INCOME
							18,080,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-4

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 11-07/08  
2007-2008 CCAMPIS (Child Care Access Means Parents in School) Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 CCAMPIS (Child Care Access Means Parents in School) Program in the amount of \$108,988 from the U.S. Department of Education. The funds will be used to provide for year-three activities in a four-year award. These activities will include child care tuition assistance, program self-assessment, purchase of classroom curriculum supplies, purchase of materials and equipment to improve health and safety, and staff development activities.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$108,988 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Debbie Whitaker-Meneses  
Associate Dean, Early Childhood Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 11-07/08

2007-2008 CCAMPIS (Child Care Access Means Parents in School) Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$108,988 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 November 20, 2007.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-5

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 12-07/08  
2007-2008 Foster and Kinship Care Education Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 Foster and Kinship Education Program in the amount of \$56 from the California Community College Chancellor's Office. The funds will be added to the budget for lecturers at parenting workshops held throughout Riverside County.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$56 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Shelagh Camak,  
Associate Vice Chancellor,  
Workforce Development

Michael Wright, Director  
Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 12-07/08

2007-2008 Foster and Kinship Care Education Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$56 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 November 20, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
INCOME & EXPENDITURES - BUDGET AMENDMENT  
Resolution No. 12-07/08  
2007-2008 Foster and Kinship Care Education Program**

Year	County	District	Date	Fund
08	33	07	11/20/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0098	8659	56 00	REVENUE
								EXPENDITURES
12	ACW	1190	0	6020	0098	5120	56 00	Lecturers
							56 00	TOTAL INCOME
							56 00	TOTAL EXPENDITURES



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-6

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 13-07/08  
2007-2008 Temporary Assistance for Needy Families (TANF) Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 Temporary Assistance for Needy Families (TANF) Program in the amount of \$20,603 from the California Community College Chancellor's Office. The funds will be used for salary and benefits for counselors to provide eligible students with a wide range of supportive services.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$20,603 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Shelagh Camak,  
Associate Vice Chancellor,  
Workforce Development

Michael Wright, Director  
Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 13-07/08

2007-2008 Temporary Assistance for Needy Families (TANF) Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$20,603 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 November 20, 2007.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-7

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 14-07/08  
2007-2008 California Work Opportunity and Responsibility to Kids (CalWORKs)  
Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 California Work Opportunity and Responsibility to Kids (CalWORKs) Program in the amount of \$16,825 from the California Community College Chancellor's Office. The funds will be used for salary and benefits for counselors to provide eligible students with a wide range of supportive services.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$16,825 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Shelagh Camak,  
Associate Vice Chancellor,  
Workforce Development

Michael Wright, Director  
Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 14-07/08

2007-2008 California Work Opportunity and Responsibility to Kids (CalWORKs) Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 16,825 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 November 20, 2007

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-8

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 15-07/08  
2007-2008 Career Ladder, Nursing Education Program

Background: The Riverside Community College District has received notice that allows the use of \$67,286 in unspent 2006-2007 funding for the 2007-2008 Career Ladder, Nurse Education Program, awarded by the Health Resources and Services Administration. The funds will be used for salaries, benefits, supplies, travel, and repair of a video-streaming system.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$67,286 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Sandra Baker  
District Dean, School of Nursing

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 15-07/08

2007-2008 Career Ladder, Nursing Education Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$67,286 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 November 20, 2007.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-9

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 16-07/08  
Customized Solutions – City of Moreno Valley

Background: As part of the Customized Solutions training program, the District has entered into an agreement with the City of Moreno Valley to provide warehouse and logistics training to its workforce. This training is for the City of Moreno Valley Youth Career Development program and is in cooperation with the Moreno Valley Unified School District Career Technical Education department. The term of the agreement is October 22, 2007 through May 31, 2008.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$32,975 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Dr. John Tillquist  
Dean, Technology and Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 16-07/08

Customized Solutions - City of Moreno Valley

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$32,975 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 November 20, 2007.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-10

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 17-07/08  
Customized Solutions – LA Community College District

Background: As part of the Customized Solutions training program, the District has entered into an agreement with Los Angeles Community College District to provide keyboard and medical terminology training for Kaiser Permanente’s workforce at the Riverside facility. The term of the agreement is July 1, 2007 through June 30, 2008.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$48,000 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Dr. John Tillquist  
Dean, Technology and Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 17-07/08

Customized Solutions – LA Community College District

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$48,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 20, 2007.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-11

Date: November 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 09-07/08  
Westat Agreement

Background: The Riverside Community College District has entered into an agreement with Westat to place four trailer facilities on the Moreno Valley Campus for the purpose of conducting health and nutrition surveys on behalf of the National Center for Health Statistics, U.S. Public Health Service. The term of the agreement is from November 1, 2007 through February 28, 2008. The District will receive revenue of \$12,100, of which \$7,600 will be utilized to purchase capital equipment for health related disciplines at the campus. The remaining funds will be used to offset additional utility costs.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$12,100 to the budget and authorize the Interim Vice Chancellor, Administration and Finance, to sign the Resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Bill Orr  
Vice President, Business Services  
Moreno Valley Campus



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION NO. 09-07/08

Westat Agreement

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$12,100 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 November 20, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES – BUDGET AMENDMENT  
 Resolution No. 09-07/08  
 Westat Agreement**

Year	County	District	Date	Fund
08	33	07	11/20/2007	11

Fund	School	Resource	PY	Goal	Function	Object	Amount		Object Code Description
11	0000	1000	0	0000	0572	8850	12,100	00	REVENUE
									EXPENDITURES
11	FJN	1000	0	6018	3572	6481	7,600	00	Capital Equipment
11	FDD	1000	0	6571	0000	5520	4,400	00	Electricity
11	FDD	1000	0	6571	0000	5530	100	00	Water
							12,100	00	TOTAL INCOME
							12,100	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: November 20, 2007

Subject: TippingPoint 1200E Intrusion Prevention System

Background: On September 26, 2007, the District received two proposals for the TippingPoint 1200E Intrusion Prevention System in response to a Request for Proposal solicitation. The District is seeking a hardware intrusion detection system to protect the Districts' network from malicious intrusion. Results were as follows:

<u>Vendor</u>	<u>Total Proposal Amount</u>	<u>Business Location</u>
NetSpec, Inc.	\$73,157	Newport Beach, CA
TippingPoint Technologies	\$92,762	Austin, TX

Staff reviewed the proposals and recommends selecting NetSpec, Inc. for the total proposal amount of \$73,157, which includes the cost of the new system, installation, training, a one-year maintenance agreement, sales tax and shipping costs. References for NetSpec, Inc. were checked by staff and were found to be satisfactory. Funding for this system will come from Fund 11, Resource 1000.

Recommended Action: It is recommended that the Board of Trustees select the proposal for the TippingPoint 1200E Intrusion Prevention System from NetSpec, Inc., in the amount of \$73,157, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement.

James L. Buysse  
Interim Chancellor

Prepared by: Steve Gilson  
Associate Vice Chancellor,  
Information Services

Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: November 20, 2007

Subject: Moreno Valley Hot Water Loop System Project - Change Order No. 1

Background: On May 15, 2007, the Board of Trustees awarded a contract to Plumbing, Piping and Construction, Inc. for the Moreno Valley Hot Water Loop System Project in the amount of \$699,700.

Staff is requesting the Board's approval of Change Order No. 1, which increases the contract price by \$8,709 for necessary changes identified as the project has progressed (description of changes are noted in the attached change order listing).

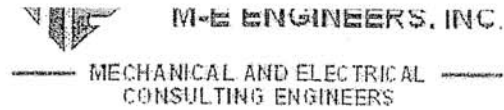
Funding for this change order will come from the Board approved Measure C project budget in Fund 41, Resource 4160.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 1, for the Moreno Valley Hot Water Loop System Project in the amount of \$8,709, and authorize the Interim Vice Chancellor, Administration and Finance to sign the Change Order.

James L. Buysse  
Interim Chancellor

Prepared by: Dale Barajas  
Director, Plant Operations and Maintenance  
Moreno Valley Campus

Bill Orr  
Vice President of Business Services  
Moreno Valley Campus



August 24, 2007

Plumbing Piping & Construction, Inc.  
 5950 Lakeshore Drive  
 Cypress, CA 90630

Re: RCC - Moreno Valley Hot Water Loop

Dear Mr. Collins:

From site observations and meetings the following is a direction and a breakdown of the current credits and additional work for the Riverside Community College Hot Water Loop – Moreno Valley project:

<u>Credits</u>	<u>Cost</u>	<u>Additional Work</u>	<u>Cost</u>
1. 18" x 50' of concrete patching and piping.	<u>(\$11,350)</u>	1. 6" hot water piping reroute to bypass the electrical encasement near Mechanical Yard.	<u>\$32,650</u>
2. Excavation of hot water line underneath concrete at the Tiger's Den and Brazing.(drawing called for 130 Lineal Feet of 6"piping)		2. Connecting existing ¾" hot water line serving the tigers den to the main 2-1/2" line.	<u>\$ 5,880.00</u>
3. Construction documents show a continuous 6" Hot water line underground through to the end of the run. This piping was to be excavated and brazed at all unions. Upon excavations it was found that during the original installation this piping was reduced to 4" and eventually to 2 1/2" at the end of the run.	<u>\$ 5,675.00</u>	3. Verify by camera if elbow at thrust block is brazed and block can remain and piping can remain in place with no excavation.	<u>\$ 1,050.00</u>
4. At the boiler plant yard, if brazed elbow fitting is found there will be a reduction in the amount of excavation and pipe removal that was required. (See note 3, Additional Work)	<u>\$15,860.00</u>	4. Additional piping required to be excavated in mechanical yard near thrust block.	<u>\$ 986.00</u>
	<u>\$ 1,350.00</u>	5. Provide cost for providing a separate shutoff, balancing and check valve in lieu of a triple duty valve as designed at each pump in Boiler Room. (Owner requested)	<u>\$ 2,378.00</u>
Total:	<u>\$34,235.00</u>		<u>\$42,944.00</u>

Please review and provide cost numbers for the above descriptions. The costs we have listed were given in a letter from your office on August 8, 2007 (Note 1, Credits and Note 1, Additional Work).

SAN DIEGO  
 LOS ANGELES  
 NEW YORK  
 LONDON

12127 KIRKAM ROAD  
 POWAY, CA 92064  
 PH: (858) 391-2922  
 FAX: (858) 391-2925

DENVER  
 COLORADO SPRINGS  
 VAIL VALLEY  
 KANSAS CITY



**Plumbing,  
Piping & Construction, Inc.**

Lic. #291740

5950 Lakeshore Drive, Cypress, CA 90630

(714) 952-2001 • Fax: (714) 995-0352

August 31, 2007

Riverside Community College District  
16130 Lasselle St.  
Moreno Valley, CA 92551-2045

Re: Moreno Valley Heating Loop  
Attn: Dale Barajas

Gentlemen,

We submit the following requested change order.

Change order log dated August 24, 2007.

Credits:	1. \$ 11,350.00
	2. \$ 5,675.00
	3. \$ 15,860.00
	4. \$ <u>1,350.00</u>
Sub-Total Credits	< \$34,235.00 >
Adds:	1. \$ 32,650.00
	2. \$ 5,880.00
	3. \$ 1,050.00
	4. \$ 986.00
	5. \$ <u>2,378.00</u>
Sub-Total Adds	\$ 42,944.00
Total Adds:	\$ 8,709.00

Sincerely,

William Collins  
Project Manager

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Bill Orr

\_\_\_\_\_  
Aaron S. Brown Date  
Interim Vice Chancellor  
Administration & Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: November 20, 2007

Subject: Reject Bids – District Modular Redistribution Project – Ben Clark Training Center

Background: On March 20, 2007 the Board approved the District Modular Redistribution Project. On August 9, 2007, the District received (6) bids for the District Modular Project at the Ben Clark Training Center in response to an Invitation for Bid solicitation. The results were as follows:

<u>Vendor</u>	<u>Base Bid</u>	<u>Business Location</u>
Hinkley & Associates, Inc.	\$ 1,067,100	Highland
Paul W. Crabtree	\$ 1,444,654	Riverside
Haley Company, Inc.	\$ 1,885,928	Temecula
Macerich Construction, Inc.	\$ 1,449,000	Orange
ASR Constructors, Inc.	\$ 1,467,000	Riverside
Cornerstone Concrete & Construction, Inc.	Non-Responsive	Upland

The District has been unable to proceed with a bid award for the Modular Redistribution Project due to a proposed change in the location of the modular units. Additionally, such a change will require an assessment of conditions at a new site. Therefore, because of this delay and a change in site conditions, the staff recommends rejecting all of the bids, revising the specifications for the District Modular Redistribution Project and rebidding the project. The revised project will also be brought to the Board's Planning Committee for review.

Recommended Action: It is recommended that the Board of Trustees (1) reject all bids for the District Modular Redistribution Project.

James L. Buysse  
Interim Chancellor

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

Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-d

Date: November 20, 2007

Subject: Reject Bids – Classic Coach Bus for ASRCCD

Background: On October 26, 2007, the District received (3) bids for a Classic Coach Bus for the Associated Students of Riverside Community College in response to an Invitation for Bid solicitation. The results were as follows:

<u>Vendor</u>	<u>Base Bid</u>	<u>Alternate #1 Tour Style Windows</u>	<u>Alternate #2 4 screen DVD Player</u>	<u>Business Location</u>
Creative Bus sales	\$ 142,950	\$ 2,500	\$ 4,900	Chino
Bus West	\$ 120,107	\$ -0-	\$ 5,926	Whittier
A-Z Bus Sales	\$ 101,000	\$ 1,800	\$ 2,150	Colton

All of the vendors bid amounts exceeded the budget for this project. Following review, District staff recommends rejecting all of these bids, revising the specifications for the Classic Coach Bus and re-bidding for the bus.

Recommended Action: It is recommended that the Board of Trustees (1) reject all bids for the Classic Coach Bus, and (2) authorize re-bidding after revising the specifications.

James L. Buysse  
Interim Chancellor

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

Doretta Sowell  
Purchasing Manager



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: November 20, 2007

Subject: Out-of-State Travel

Board Policy 7011 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:

Retroactive:

- 1) Ms. Lorraine Anderson, district dean, admissions and records, to travel to Salt Lake City, Utah, November 4-7, 2007, to attend the Pacific Association of Collegiate Registrars and Admissions Officers Conference. Estimated cost: \$1,134.44. Funding source: the general fund.
- 2) Ms. Jamie Clifton, student services supervisor, admissions and records, to travel to Salt Lake City, Utah, November 4, 2007, to attend the Pacific Association of Collegiate Registrars and Admissions Officers Conference. Estimated cost: \$681.44. Funding source: the general fund.
- 3) Mr. Joseph DeGuzman, assistant professor, math and sciences, to travel to Pittsburgh, Pennsylvania, October 24-28, 2007, to attend the Professional and Organizational Development Annual Conference. Estimated cost: \$2,603.04. Funding source: Title V grant funds.
- 4) Dr. Marilyn Martinez-Flores, dean, academic support, to travel to Chicago, Illinois, October 20-22, 2007, to attend the 21<sup>st</sup> Annual Hispanic Association of Colleges and Universities Conference. Estimated cost: \$1,665.98. Funding source: Title V grant funds.
- 5) Ms. Patricia Tutor, associate professor, nursing, to travel to Rockville, Maryland, October 17-18, 2007, to attend the Health Resources and Services Administration Division of Nursing Technical Assistance Workshop. Estimated cost: \$ 697.00. Funding sources: \$200.00 from the general fund, and \$497.00 to be paid by the employee.
- 6) Ms. Debbie Whitaker-Meneses, associate dean, early childhood education, to travel to Chicago, Illinois, November 6-9, 2007, to attend the National Association for the Education of Young Children Conference. Estimated cost: \$1,455.59. Funding source: Child Care Access Means Parents in School grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: November 20, 2007

Subject: Out-of-State Travel

Current:

*Moreno Valley Campus:*

None

*Norco Campus:*

- 1) Ms. Angela Allison, upward bound coordinator, TRIO Programs, to travel to Waikoloa, Hawaii, April 4-9, 2008, to attend the Western Association of Educational Opportunity Personnel Conference and Training for TRIO Personnel. Estimated cost: \$2,458.92. Funding source: TRIO – Upward Bound funds.
- 2) Ms. Patricia Gill, accounting services clerk, TRIO Programs, to travel to Waikoloa, Hawaii, April 4-9, 2008, to attend the Western Association of Educational Opportunity Personnel Conference and Training for TRIO Personnel. Estimated cost: \$2,458.92. Funding sources: \$1,229.46 from TRIO – Upward Bound funds, and \$1,229.46 from TRIO Programs – Student Support Services grant funds.
- 3) Mr. John Moore, coordinator, student support services, to travel to Waikoloa, Hawaii, April 3-9, 2008, to attend the Western Association of Educational Opportunity Personnel Conference and Training for TRIO Personnel. Estimated cost: \$2,721.87. Funding source: TRIO Programs – Student Support Services grant funds.
- 4) Mr. Ocegüero, TRIO director, TRIO Programs, to travel to Waikoloa, Hawaii, April 4-9, 2008, to attend the Western Association of Educational Opportunity Personnel Conference and Training for TRIO Personnel. Estimated cost: \$2,458.92. Funding source: \$1,229.46 from TRIO – Upward Bound funds, and \$1,229.46 from TRIO Programs – Student Support Services grant funds.
- 5) Ms. Kheesa Slaughter, upward bound educational advisor, TRIO Programs, to travel to Waikoloa, Hawaii, April 4-9, 2008, to attend the Western Association of Educational Opportunity Personnel Conference and Training for TRIO Personnel. Estimated cost: \$2,458.92. Funding source: TRIO – Upward Bound funds.

*Riverside City College:*

- 1) Ms. Cindy Conley, user support coordinator, information services, to travel to Washington, D.C., March 8-12, 2008, to attend the National Datatel Users' Group Meeting. Estimated cost: \$2,864.25. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: October 16, 2007

Subject: Out-of-State Travel (continued)

- 2) Mr. P.J. Cruz, systems administrator, information services, to travel to Washington, D.C., March 7-12, 2008, to attend the National Datatel Users Group Meeting. Estimated cost: \$3,215.25. Funding source: the general fund.
- 3) Mr. Joe Escoto, user support coordinator, information services, to travel to Washington, D.C., March 8-12, 2008, to attend the National Datatel Users' Group Meeting. Estimated cost: \$2,864.25. Funding source: the general fund.
- 4) Mr. Nathaniel Finney, application support technician, admissions and records, to travel to Washington, D.C., March 9-12, 2008, to attend the National Datatel Users' Group Meeting. Estimated cost: \$1,872.86. Funding source: the general fund.
- 5) Mr. Rick Herman, director, software development, information services, to travel to Washington, D.C., March 8-12, 2008, to attend the National Datatel Users' Group Meeting. Estimated cost: \$2,864.25. Funding source: the general fund.
- 6) Mr. Kevin Mayse, associate professor, music, and Mr. Charlie Richard, associate professor, music, performing arts, to travel to Oahu, Hawaii, April 7-14, 2008, to accompany approximately 55 students attending the Spring Concert Tour at University of Hawaii, Pearl City High School, and Leeward Community College. Estimated cost: \$43,390.00 Funding sources: \$24,000.00 from the general fund, \$3,000.00 from ASRCC Trust funds, and \$16,390.00 to be paid by staff and students.
- 7) Ms. Luz Valenzuela, application support technician, student financial services, to travel to Washington, D.C., March 8-12, 2008, to attend the Datatel Users' Group Meeting. Estimated cost: \$2,404.40. Funding source: Augmentation grant funds.
- 8) Ms. Beth Watts, user support coordinator, information services, to travel to Washington, D.C., March 8-12, 2008, to attend the National Datatel Users' Group Meeting. Estimated cost: \$2,864.25. Funding source: the general fund.
- 9) Dr. Kristi Woods, associate professor, history, to travel to Baton Rouge, Louisiana, February 10-16, 2008, to attend the National Association of African American Studies Conference. Estimated cost: \$1,849.28. Funding source: Basic Skills funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: November 20, 2007

Subject: Out-of-State Travel

*Riverside Community College District:*

- 1) Dr. Shelagh Camak, associate vice chancellor, workforce development, to travel to New Orleans, Louisiana, January 22-26, 2008, to attend the Workforce Development Institute. Estimated cost: \$1,826.28. Funding source: the general fund.

James L. Buysse  
Interim Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: November 20, 2007

Subject: Contracts and Agreements Report Less than \$69,000 – All District Funds

Background: On September 11, 2007, the board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$69,000. The attached listing of contracts and agreements under \$69,000, requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2007-2008. The contracts and agreements have been executed pursuant to the boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$404,080.

James L. Buysse  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Contracts and Agreements Report-All District Funds

\$69,000 and under  
10/1/07 thru 10/31/07

Department	Vendor	Business Location	Description of Services	Amount
Campus Police	Ray Birge & Associates	Yucaipa, Ca	Consultants	2,400
Diversity, Equity & Compliance	Ray Birge & Associates	Yucaipa, Ca	Consultants	2,400
Community & Economic Develop	Astro (Asia) Network	Rowland Heights, Ca	Tradeshaw Import Export Logistic Marke	5,000
Facilities - Norco	Ian Davidson Landscape Architect	Riverside, Ca	Remodel Projects	14,860
VTEA	Mt. San Jacinto Community	San Jacinto, Ca	Desert Tech Prep Collaborative	36,245
Community & Economic Develop	Valley Power Systems, Inc	Mira Loma, Ca	Training	3,000
Performance Riverside	Theatre Company	Upland, Ca	Complete Production of Snow White	3,000
Early Childhood Studies - Riverside	Smith, Marianne	Yorba Linda, Ca	Grant Evaluator	6,000
Customized Solutions	Gereau, Servando	Redlands, Ca	Training	3,500
Community & Economic Develop	Legge, Donald	Perris, Ca	Business Development	2,000
Community & Economic Develop	Harbor Diesel & Equipment, Inc	Long Beach, Ca	Training	2,100
Performing Arts - Riverside	Wunderlich, James	Aliso Viejo, Ca	Arrange and Direct Marching Band Perfor	1,500
Community & Economic Develop	Ortman, Carolyn	Riverside, Ca	Training	1,259
Facilities - Riverside	HP Mechanical, Inc	San Dimas, Ca	Air Conditioning Project	33,900
Performance Riverside	Coulombe, Jenna	Clovis, Ca	Stage Manager	2,000
Performing Arts - Riverside	Downey, Wayne	Walnut Creek, Ca	Arrange and Direct Band Performance	2,500
President - Riverside Campus	Phsi-Pure Water Finance	Alanta, Ga	Rental Fee	635
Community & Economic Develop	ERS Consulting Services	Louisville, Ky	Import Export Marketing, Business Analy	11,400
Performance Riverside	City of Rancho Cucamonga	Rancho Cucamonga, Ca	Scenic Rentals	5,300
Performance Riverside	Strobl, Carla Jean	Glendale, Ca	Professional Services	800
Performance Riverside	University/Resident Theatre Assoc.	New York, Ny	Director/Choreographer King & I	4,500
Workforce Preparation	Stephan, Victoria	Corona, Ca	Lecturers	200
Performing Arts - Riverside	Dickson, William	Riverside, Ca	Professional Services	900
Workforce Preparation	Source West	Colton, Ca	Reimbursement Calworks Workstudy	960
Facilities	M-E Engineers, Inc	Poway, Ca	Chilled Water System Assessment	24,200
Facilities - Norco	Genterra Consultants, Inc.	Irvine, Ca	Soil Testing	24,400
Facilities - Norco	WCS/Ca	Sacramento, Ca	Labor Compliance Nor Phase III	66,280
Facilities - Norco	Guerra, Patricia	Rialto, Ca	Labor Compliance Nor Phase III	5,000
Customized Solutions	Jahelka, Tamara	Idyllwild, Ca	Training	200
Workforce Preparation	Mt. San Jacinto Community	San Jacinto, Ca	Reimbursement LLP Youth	61,400
Workforce Preparation	Crain, Dan	San Bernardino, Ca	Workshop Presenter	300
Campus Police	ADT Security	Riverside, Ca	Alarm Repairs	1,000
Community & Economic Develop	Training Dynamics	Corona, Ca	Training for RTA	2,200
Community & Economic Develop	MBS Consultants LLC	Rancho Cucamonga, Ca	Spanish Class Pacific Coachworks	500

Contracts and Agreements Report-All District Funds

\$69,000 and under  
10/1/07 thru 10/31/07

Department	Vendor	Business Location	Description of Services	Amount
Workforce Preparation	Mocete, Luz	Moreno Valley, Ca	Foster Kinship Care Ed Workshop	150
Board of Trustees	Community College League of Ca	Sacramento, Ca	Board Policies & Procedures	10,000
Facilities - Norco	Information Technology Solutions	Yucca Valley, Ca	Norco Little Theatre	6,950
Community & Economic Develop	Ortman, Carolyn	Riverside, Ca	Other Services	600
Board of Trustees	Thompson & Colegate LLP	Riverside, Ca	Legal Fees Employee Business	20,000
Board of Trustees	Atkinson, Andelson, Loya, Ruud	Cerritos, Ca	Legal Fees Investigative Services	15,000
Additions to Approved/Ratified Purchase Orders/Contracts \$69,000 and under				
Facilities - Riverside	Douglas E. Barnhart, Inc.	San Diego, Ca	Pre-Construction Nursing/Science Bldg	54,404
Facilities - Norco	Prowest Constructors	Wildomar, Ca	Phase III -Norco	50,000
Performance Riverside	Music Theatre International	New York, Ny	Royalty Fees	32,741
Fac, Plan, Design & Construction	Plumbing, Piping & Construction, Inc	Cypress, Ca	Moreno Valley Hot Water Loop	50,500
Customized Solutions	Gereau, Servando	Redlands, Ca	Training	20,500
Food Services	Provider Contract Food Service LLC	Riverside, Ca	Consultant	43,000
Food Services - Mo Val	Provider Contract Food Service LLC	Riverside, Ca	Consultant	20,309
Food Services - Norco	Provider Contract Food Service LLC	Riverside, Ca	Consultant	22,430
Campus Police	ADT Security	Riverside, Ca	Alarm Repairs	2,726
Campus Police - Mo Val	ADT Security	Riverside, Ca	Alarm Repairs	6,100
Campus Police - Norco	ADT Security	Riverside, Ca	Alarm Repairs	5,460
Campus Police - Riverside	ADT Security	Riverside, Ca	Alarm Repairs	7,714
Customized Solutions	Global Learning Partners, Inc.	Corona, Ca	Training	2,500
Community & Economic Develop	Boylin Management Institute	Lake Arrowhead, Ca	Training	4,900
Customized Solutions	Boylin Management Institute	Lake Arrowhead, Ca	Training	4,400
Customized Solutions	Musil, Darlene A	Murrieta, Ca	Business Development	7,400
Customized Solutions	Gonzalez, Lorenzo	Moreno Valley, Ca	Training and Development	3,116
Administrative Support Center	Oce Financial Services / Leases	Chicago, Il	Lease Copiers	65,880
Riverside Community Hospital	Nursing Education	Riverside, Ca	Amend Drug Screen & Background	No Cost
Community Hospital	Nursing Education	San Bernardino, Ca	Clinical Rotations for Students	No Cost
Foundation for CCC	Workforce Prep	Sacramento, Ca	TANF-CDC Grant FY 07/08	No Cost
Long Beach Com Coll District	Economic Develop	Long Beach, Ca	Amend Extend the termination	No Cost
Premier Commercial Bank	Fac, Plan, Design & Construction	Anaheim, Ca	Escrow Norco Indust Tech Phase III	No Cost
Riv Dept of Public Soc Serv	Workforce Develop	Riverside, Ca	Amend extending payments to 45 days	No Cost
Riv Dept of Public Soc Serv	Workforce Develop	Riverside, Ca	Fed/State Non-discrimination Regs	No Cost

Contracts and Agreements Report-All District Funds  
 \$69,000 and under  
 10/1/07 thru 10/31/07

Department	Vendor	Business Location	Description of Services	Amount
Riv County Reg Medical Center	Health Science Program	Moreno Valley, Ca	EMT Student Training at RCRMC	No Cost
Total				<u>404,080</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS

Report No.: V-A-6-b

Date: November 20, 2007

Subject: Amendments to the Agreement with California State University Fullerton  
Auxiliary Services Corporation

Background: Presented for the Board's review and consideration are amendments to the agreement with California State University Fullerton Auxiliary Services Corporation (CSUF ASC). The original contract was approved by the Board of Trustees on June 19, 2007. One amendment changes the final matching funds requirements from \$110,134.00 to \$177,988.00 in cash match and from \$287,125.00 to \$189,290.00 for in-kind contributions. The other amendment enables the use of 2006 carryover funds in the amount of \$60,000.00 for budget year 2007. The CSUF ASC will oversee the use of the United States Small Business Administration grant resources and RCCD shall provide a service center to existing and potential small business owners in Riverside, San Bernardino, and Orange Counties. Funding source: United States Small Business Administration/California State University Fullerton Auxiliary Services Corporation.

Recommended Action: It is recommended that the Board of Trustees ratify the amendments, for the term of January 1, 2006 through December 31, 2007, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendments.

James L. Buysse  
Interim Chancellor

Prepared by: John Tillquist  
Dean, Technology and Economic Development

CSUF ASC/Riverside Community College District

Contact # 03CBE006  
Page 1 of 2

### Amendment #3

THIS AMENDMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between CSUF Fullerton Auxiliary Services Corporation (hereinafter "CSUF ASC"), a nonprofit auxiliary corporation and fiscal agent of the California State University, Fullerton (hereinafter "CSUF") and RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter "CONTRACTOR"), a public community college district and administrative host agent for the TriTech Small Business Development Center (hereinafter "TriTech SBDC"), is made in light and regard to the following facts and circumstances:

WHEREAS, CSUF ASC and CONTRACTOR agree to extend its contractual relationship through December 31, 2007, in accordance with and in support of Prime Cooperative Agreement no. 7-603001-Z-0066-05 and its amendments, said Agreement is hereby amended as follows:

**Article 3. Term of Contract** This Agreement is effective January 1, 2006 and terminates December 31, 2007, subject to extension by mutual written agreement of the parties hereto, and continued funding to CSUF ASC by the Prime Sponsor.

**Article 4. Compensation** In consideration of the work to be performed by CONTRACTOR in accordance to Exhibit A, CSUF ASC shall compensate CONTRACTOR for all costs, including indirect costs and taxes, in accordance with the revised 2007 budget, attached and incorporated herewith as Exhibit B. Unless otherwise agreed by signed mutual document, subject to OMB Circular A-110, paragraph .25(c) and (f), the total compensation for all costs during this budget period, including indirect costs and taxes for this project shall not exceed **Two Hundred Nineteen Thousand Seven Hundred Eight-Seven dollars (\$219,787)**.

**Article 5. Matching Funds Requirement** Pursuant to the terms of the Prime Award, CONTRACTOR shall provide total Matching Funds equal to the total amount of funding received. At least 50% of the Matching Funds must be Cash Match. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions or indirect costs.

- 5.1 The minimum Cash Match required from CONTRACTOR pursuant to this budget period is **One Hundred Seventy-Seven thousand Nine Hundred Eighty-eight dollars (\$177,988)**.
- 5.2 The minimum In-Kind Contribution required from CONTRACTOR for this budget period is **One Hundred Eighty-Nine thousand Two Hundred Ninety dollars (\$189,290)**.

**Article 7. Delivery** All services and materials under this Agreement shall be completed and/or delivered to CSUF ASC on or before December 31, 2007, unless extended by mutual written agreement between the parties.

CSUF ASC/Riverside Community College District

Contact # 03CBE006  
Page 2 of 2

All other provisions of the Agreement, as amended, shall remain in full force and effect.

**For CONTRACTOR**

**For CSU Fullerton ASC**

Mr. Aaron S. Brown  
**Name**

William M. Dickerson  
**Name**

Interim Vice Chancellor, Administration  
& Finance  
**Title**

Executive Director  
**Title**

Riverside Community College District  
**Organization**

CSU Fullerton Auxiliary Services Corp.  
**Organization**

\_\_\_\_\_  
**Signature**

  
**Signature**

\_\_\_\_\_  
**Date**

9-12-07  
**Date**

CENTER: TRITECH SBDC YEAR: 2007 (Revised May 7, 2007)

DESCRIPTION	ESTIMATED COSTS			TOTAL
	SBA	CASH MATCH	IN-KIND	
<b>A. PERSONNEL</b>				
Key personnel costs	48,400	48,400	20,000	116,800
Part-Time Professional staff	76,250	58,423	9,000	143,673
Clerical staff	22,350	22,350	0	44,700
<b>Total Salaries &amp; Wages</b>	<b>\$147,000</b>	<b>\$129,173</b>	<b>\$29,000</b>	<b>\$305,173</b>
<b>B. FRINGE BENEFITS</b>				
Fringe Benefits (42%)	29,820	28,434	8,400	66,654
<b>Total Fringe Benefits</b>	<b>\$29,820</b>	<b>\$28,434</b>	<b>\$8,400</b>	<b>\$66,654</b>
<b>C. TRAVEL</b>				
In-State:				
Mileage @\$ .485 / mile	2,000		350	2,350
Other In-State:				
State Meetings	3,820			3,820
ASBDC Meeting	5,400	5,021		10,421
Out-of-State				0
<b>Total Travel</b>	<b>\$11,220</b>	<b>\$5,021</b>	<b>\$350</b>	<b>\$16,591</b>
<b>D. EQUIPMENT</b>				
<b>Total Equipment</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>E. SUPPLIES</b>				
General office, operational and computer supplies	1,069			1,069
<b>Total Supplies</b>	<b>\$1,069</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,069</b>
<b>F. CONTRACTUAL</b>				
<b>Total Contractual</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>G. CONSULTANTS</b>				
Specialized Consulting	1,500		2,000	3,500
<b>Total Consultants</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$3,500</b>
<b>H. OTHER</b>				
Accounting Services				0
Advertising/Comm. Outreach	2,000			2,000
Conference Fees				0
Communications	2,800			2,800
Copying	500			500
Data Processing/Computer Software	3,100			3,100
Facility Operations	6,240	15,360	45,100	66,700
Insurance				0
Library Purchases	1,400			1,400
Minor Equipment	3,100			3,100
Office Equipment Repair	550		500	1,050
Postage	675			675
Printing	600			600
<b>Total Other</b>	<b>\$20,965</b>	<b>\$15,360</b>	<b>\$45,600</b>	<b>\$81,925</b>
<b>I. TOTAL DIRECT COSTS</b>	<b>\$211,574</b>	<b>\$177,988</b>	<b>\$85,350</b>	<b>\$474,912</b>
Total Modified Direct (On-Campus)	\$126,941	\$102,563		229,505
Total Modified Direct (Off-Campus)	\$78,393	\$60,065		138,457
<b>Total Eligible Base</b>	<b>\$205,334</b>	<b>\$162,628</b>	<b>\$0</b>	
<b>J. Indirect Costs</b>				
J. Indirect Rate (4%)	8,213			8,213
Waived Indirect - On-Campus (36.5%)			78,692	78,692
Waived Indirect - Off-Campus (20.5%)			25,248	25,248
<b>Total Indirect Costs</b>	<b>8,213</b>	<b>0</b>	<b>103,940</b>	<b>112,153</b>
<b>TOTAL BUDGET</b>	<b>\$219,787</b>	<b>\$177,988</b>	<b>\$189,290</b>	<b>\$587,065</b>

CSUF ASC/Riverside Community College District

Contact # 03CBE006

#### Amendment #4

THIS AMENDMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between CSU Fullerton Auxiliary Services Corporation (hereinafter "CSUF ASC"), a nonprofit auxiliary corporation and fiscal agent of the California State University, Fullerton (hereinafter "CSUF") and RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter "CONTRACTOR"), a public community college district and administrative host agent for the TriTech Small Business Development Center (hereinafter "TriTech SBDC"), is made in light and regard to the following facts and circumstances:

**Article 4. Compensation** In consideration of the work to be performed by CONTRACTOR in accordance to Exhibit A, CSUF ASC shall compensate CONTRACTOR for all costs, including indirect costs and taxes, in accordance with the revised 2007 budget, attached and incorporated herewith as Exhibit B. Unless otherwise agreed by signed mutual document, subject to OMB Circular A-110, paragraph .25(c) and (f), the total compensation for all costs during this budget period, including indirect costs and taxes for this project shall not exceed Two Hundred Nineteen Thousand Seven Hundred Eight-Seven dollars (\$219,787).

**FY 2006 Carryover Funds** in the amount of **Sixty Thousand Dollars (\$60,000)** is approved for use in budget year 2007. To receive payment for carryover amount, CONTRACTOR must bill expenditures against carryover funds separately and indicate **Purchase Order No. 08GR1535** on the invoices.

All other provisions of the Agreement, as amended, shall remain in full force and effect.

**For CONTRACTOR**

**For ASC**

\_\_\_\_\_  
**Name**

William M. Dickerson  
**Name**

\_\_\_\_\_  
**Title**

Executive Director  
**Title**

Riverside Community College District  
**Organization**

CSU Fullerton Auxiliary Services Corporation  
**Organization**

\_\_\_\_\_  
**Signature**

  
**Signature**

\_\_\_\_\_  
**Date**

10/10/07  
**Date**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: November 20, 2007

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 listed 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.

James L. Buysse  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
District Controller

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E5200-800	0018224261	015113
1	MACINTOSH	CPU	G4	XB95170RHLA	014608
1	MACINTOSH	CPU	G4	SG004428HNZ	014601
1	GATEWAY	LAPTOP	SOLO 5150	0015209553	013886
1	EMACHINE	MONITOR	EVIEW	M519B10916009	015147
1	GATEWAY	MONITOR	EV910	19016B298784	016503
1	GATEWAY	MONITOR	EV910	19016B295962	016525
1	DELL	CPU	XPS B800	9602701	016098
1	GATEWAY	CPU	E3400-SE	0022452458	017190
1	GATEWAY	MONITOR	EV700	MIABJ4126146	013961
1	GATEWAY	MONITOR	VX920	P008022336	017258
1	GATEWAY	MONITOR	VX920	P008022304	017259
1	GATEWAY	CPU	E4400-SE	0022426905	017291
1	GATEWAY	CPU	E4600-SE	0024628640	018310
1	GATEWAY	MONITOR	EV700	MU17026C0370302	018468
1	HP	MONITOR	91282A	THTBX06616	018372
1	VIEWSONIC	MONITOR	Q95	9L11700790	018249
1	VIEWSONIC	MONITOR	Q95	9L13013282	018260
1	VIEWSONIC	MONITOR	Q95	9L13816125	019020
1	GATEWAY	CPU	E4600	0026518143	019320
1	MACINTOSH	CPU	G4	XB10803PK53	018355
1	MACINTOSH	CPU	G4	XB10803WK53	018358
1	MACINTOSH	CPU	G4	XB108031K53	018361
1	MACINTOSH	CPU	G4	XB10803VK53	018363
1	MACINTOSH	CPU	G4	XB10803NK53	018366
1	MACINTOSH	CPU	G4	XB13802VLF6	019021
1	MACINTOSH	CPU	G4	XB13802YLV6	019022
1	MACINTOSH	CPU	G4	XB13802RLF6	019028
1	MACINTOSH	CPU	G4	XB13802WLF6	019029
1	MACINTOSH	CPU	G4	SG00406ZHNZ	014484
1	MACINTOSH	CPU	G4	SG00445HHNZ	014486
1	MACINTOSH	CPU	G4	SG004068HNZ	014488
1	MACINTOSH	CPU	G4	SG00405MHNZ	014494
1	MACINTOSH	CPU	G4	SG0043WCHNZ	014495
1	MACINTOSH	CPU	G4	XB1251UYKXS	018018
1	MACINTOSH	CPU	G4	XB10803XK53	018364
1	MACINTOSH	CPU	G4	XB1170QYKXS	017409
1	VIEWSONIC	MONITOR	Q95	9L11700872	018254
1	MACINTOSH	CPU	G4	SG004459HNZ	014603
1	MACINTOSH	CPU	G4	SG0043WWHNZ	014604
1	DELL	CPU	XPS B800	1NL0701	016032
1	DELL	CPU	XPS B800	4021701	016056
1	GATEWAY	CPU	E1400-850	0022355050	018107
1	GATEWAY	CPU	E1400-850	0022355052	018108
1	GATEWAY	CPU	E4200	0011137931	012216
1	XEROX	PRINTER - LASERJET	PHAS5400	41258900	020662
1	GATEWAY	CPU	E3200	0013810895	013584
1	MACINTOSH	CPU	G3	MX125W65F	020299
1	OKIDATA	PRINTER	395	5125DFMN	020819
1	3COM	SWITCH COMPUTER	1000	17004a493100	010686
1	GATEWAY	CPU	E4400-733	0021442808	016804
1	MACINTOSH	MONITOR	S.DISPLAY	CY0168CJGZC	016505

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E4400	0021782919	017684
1	GATEWAY	CPU	E4600	0023835313	018213
1	GATEWAY	CPU	E4600	0025109985	018406
1	GATEWAY	MONITOR	EV910	MU19003A0034628	018491
1	VIEWSONIC	MONITOR	E90	367040900629	026408
1	VIEWSONIC	MONITOR	E90	367040900539	026414
1	VIEWSONIC	MONITOR	E90	367040900640	026413
1	VIEWSONIC	MONITOR	E90	3670422300128	026415
1	VIEWSONIC	MONITOR	E90	367040900548	026418
1	GATEWAY	CPU	E4200	001137964	012222
1	GATEWAY	CPU	e4200	0011137937	012184
1	GATEWAY	MONITOR	EV700	17004A392767	014432
1	MACINTOSH	MONITOR	S.DISPLAY	CY0090KHGZC	015021
1	GATEWAY	CPU	P4	0024874162	018425
1	HP	PRINTER - LASERJET	LJ4PLUS	KJ45670Q	020414
1	GATEWAY	CPU	E3400	0020074207	020498
1	PHILIPS	MONITOR	170S4	BZ000346380127	023193
1	PHILIPS	MONITOR	170S4	BZ000346380256	023190
1	PHILIPS	MONITOR	170S4	BZ000346380235	023189
1	GATEWAY	CPU	650	17275209	-----
1	GATEWAY	MONITOR	VX920	V9I043591	-----
1	MICRO Q	CPU	800	1985BAA50014962	-----
1	HP	PRINTER	JET II	JPBG100154	-----
1	GATEWAY	CPU	E4650	0026959317	019050



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: November 20, 2007

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2007 through October 31, 2007. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: November 20, 2007

Subject: Monthly Financial Report (continued)

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
District Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2007**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
<b>Revenue</b>	\$ 133,846,616	\$ 134,906,283	\$ 134,906,283	\$ 39,961,241
Intrafund Transfer from				
District Bookstore (Resource 1110)	380,000	150,000	150,000	0
Interfund Transfer from				
Self-Funded Equipment and Facility Projects (Resource 4150)	15,985	0	0	0
<b>Total Revenues</b>	<u>\$ 134,242,601</u>	<u>\$ 135,056,283</u>	<u>\$ 135,056,283</u>	<u>\$ 39,961,241</u>
<b>Expenditures</b>				
Academic Salaries	\$ 62,474,972	\$ 67,313,826	\$ 67,314,126	\$ 18,328,244
Classified Salaries	25,673,167	30,199,160	30,199,160	8,748,400
Employee Benefits	21,997,183	24,814,922	24,814,922	5,184,639
Materials & Supplies	2,037,221	2,416,905	2,458,273	675,430
Services	12,755,943	15,258,117	15,222,492	4,046,341
Capital Outlay	1,914,802	2,421,376	2,415,333	289,972
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	588,641	665,157	665,157	166,289
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	171,948	176,859	176,859	0
Instr. Equipment Match (Resource 1190)	224,421	86,267	86,267	21,567
Performance Riverside (Resource 1090)	193,257	193,257	193,257	48,314
Interfund Transfer to:				
Resource 3300	220,000	240,000	240,000	60,000
Resource 6100	250,000	250,000	250,000	62,500
<b>Total Expenditures</b>	<u>\$ 128,501,555</u>	<u>\$ 144,209,316</u>	<u>\$ 144,209,316</u>	<u>\$ 37,631,696</u>
Revenues Over (Under) Expenditures	\$ 5,741,046	\$ (9,153,033)	\$ (9,153,033)	\$ 2,329,545
Beginning Fund Balance	<u>12,835,471</u>	<u>18,576,517</u>	<u>18,576,517</u>	<u>18,576,517</u>
Ending Fund Balance	<u>\$ 18,576,517</u>	<u>\$ 9,423,484</u>	<u>\$ 9,423,484</u>	<u>\$ 20,906,062</u>
Ending Cash Balance				<u>\$ 26,666,135</u>

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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 75% of the operational costs of College Safety and Police and 100% of capital outlay costs, such as parking lot lighting, that directly benefit parking operations.

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,848,778	\$ 1,962,282	\$ 1,962,282	\$ 714,376
Expenditures				
Classified Salaries	\$ 1,332,798	\$ 1,149,907	\$ 1,149,907	\$ 368,019
Employee Benefits	378,658	317,474	317,474	71,692
Materials & Supplies	92,630	93,161	93,161	10,030
Services	293,834	332,003	332,003	28,705
Capital Outlay	192,055	60,000	60,000	15,857
Total Expenditures	\$ 2,289,975	\$ 1,952,545	\$ 1,952,545	\$ 494,303
Revenues Over (Under) Expenditures	\$ (441,197)	\$ 9,737	\$ 9,737	\$ 220,073
Beginning Fund Balance	604,625	163,428	163,428	163,428
Ending Fund Balance	\$ 163,428	\$ 173,165	\$ 173,165	\$ 383,501
Ending Cash Balance				\$ 401,434

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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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,090,030	\$ 1,156,446	\$ 1,156,446	\$ 368,608
Expenditures				
Academic Salaries	\$ 131,399	\$ 157,227	\$ 157,227	\$ 41,110
Classified Salaries	347,404	588,770	588,770	122,771
Employee Benefits	92,610	170,913	170,913	24,918
Materials & Supplies	46,977	94,565	94,565	25,981
Services	160,429	193,187	193,187	46,359
Capital Outlay	53,561	60,078	60,078	6,532
Total Expenditures	\$ 832,380	\$ 1,264,740	\$ 1,264,740	\$ 267,671
Revenues Over (Under) Expenditures	\$ 257,650	\$ (108,294)	\$ (108,294)	\$ 100,937
Beginning Fund Balance	668,716	926,366	926,366	926,366
Ending Fund Balance	\$ 926,366	\$ 818,072	\$ 818,072	\$ 1,027,303
Ending Cash Balance				\$ 1,029,749

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

**Fund 11, Resource 1080 - Community Education**

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 825,193	\$ 907,710	\$ 907,710	\$ 394,179
Expenditures				
Academic Salaries	\$ 3,910	\$ 4,104	\$ 4,104	\$ 1,309
Classified Salaries	306,110	303,731	303,731	139,025
Employee Benefits	67,626	70,579	70,579	15,603
Materials & Supplies	8,774	12,500	12,500	4,838
Services	503,511	487,655	487,655	158,082
Capital Outlay	2,171	0	0	727
Total Expenditures	\$ 892,102	\$ 878,569	\$ 878,569	\$ 319,584
Revenues Over (Under) Expenditures	\$ (66,909)	\$ 29,141	\$ 29,141	\$ 74,595
Beginning Fund Balance	86,387	19,478	19,478	19,478
Ending Fund Balance	\$ 19,478	\$ 48,619	\$ 48,619	\$ 94,073
Ending Cash Balance				\$ 90,583

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

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

	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 608,208	\$ 797,140	\$ 797,140	\$ 472,696
Intrafund Transfer from General Operating (Resource 1000)	<u>193,257</u>	<u>193,257</u>	<u>193,257</u>	<u>48,314</u>
Total Revenues	<u>\$ 801,465</u>	<u>\$ 990,397</u>	<u>\$ 990,397</u>	<u>\$ 521,010</u>
Expenditures				
Classified Salaries	\$ 274,193	\$ 329,455	\$ 329,455	\$ 100,880
Employee Benefits	95,048	104,681	104,681	22,204
Materials & Supplies	35,542	39,385	39,385	12,584
Services	473,748	497,060	497,060	177,087
Capital Outlay	<u>1,525</u>	<u>3,000</u>	<u>3,000</u>	<u>2,558</u>
Total Expenditures	<u>\$ 880,056</u>	<u>\$ 973,581</u>	<u>\$ 973,581</u>	<u>\$ 315,313</u>
Revenues Over (Under) Expenditures	\$ (78,591)	\$ 16,816	\$ 16,816	\$ 205,697
Beginning Fund Balance	<u>(658,193)</u>	<u>(736,784)</u>	<u>(736,784)</u>	<u>(736,784)</u>
Ending Fund Balance	<u>\$ (736,784)</u>	<u>\$ (719,968)</u>	<u>\$ (719,968)</u>	<u>\$ (531,087)</u>
Ending Cash Balance				<u>\$ (527,950)</u>

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

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 852,611	\$ 877,669	\$ 877,669	\$ 112
Expenditures				
Services	\$ 37,418	\$ 42,449	\$ 42,449	\$ 26
Interfund Transfer to				
Food Services (Resource 3200)	506,930	676,930	676,930	100,000
Intrafund Transfer to				
General Operating (Resource 1000)	380,000	150,000	150,000	0
Total Expenditures	\$ 924,348	\$ 869,379	\$ 869,379	\$ 100,026
Revenues Over (Under) Expenditures	\$ (71,737)	\$ 8,290	\$ 8,290	\$ (99,914)
Beginning Fund Balance	108,464	36,727	36,727	36,727
Ending Fund Balance	\$ 36,727	\$ 45,017	\$ 45,017	\$ (63,187)
Ending Cash Balance				\$ (63,187)



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

**Fund 11, Resource 1170 - Customized Solutions**

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 199,063	\$ 516,196	\$ 516,196	\$ 23,455
Intrafund Transfer from General Operating (Resource 1000)	0	173,470	173,470	0
Total Revenue	\$ 199,063	\$ 689,666	\$ 689,666	\$ 23,455
Expenditures				
Academic Salaries	\$ 400	\$ 2,100	\$ 2,100	\$ 0
Classified Salaries	128,177	98,609	98,609	34,875
Employee Benefits	40,833	33,340	33,340	8,130
Materials & Supplies	12,337	46,400	46,400	1,588
Services	130,549	344,538	344,538	51,501
Total Expenditures	\$ 312,296	\$ 524,987	\$ 524,987	\$ 96,094
Revenues Over (Under) Expenditures	\$ (113,233)	\$ 164,679	\$ 164,679	\$ (72,639)
Beginning Fund Balance	266,715	153,482	153,482	153,482
Ending Fund Balance	\$ 153,482	\$ 318,161	\$ 318,161	\$ 80,843
Ending Cash Balance				\$ 73,218

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

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,255,302	\$ 1,318,000	\$ 1,318,000	\$ 58,026
Expenditures				
Services	\$ 143,664	\$ 156,300	\$ 156,300	\$ 55,193
Total Expenditures	\$ 143,664	\$ 156,300	\$ 156,300	\$ 55,193
Revenues Over (Under) Expenditures	\$ 1,111,638	\$ 1,161,700	\$ 1,161,700	\$ 2,833
Beginning Fund Balance	3,001,510	4,113,148	4,113,148	4,113,148
Ending Fund Balance	<u>\$ 4,113,148</u>	<u>\$ 5,274,848</u>	<u>\$ 5,274,848</u>	<u>\$ 4,115,981</u>
Ending Cash Balance				<u>\$ 3,161,006</u>

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

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,021,341	\$ 24,257,196	\$ 24,528,228	\$ 6,947,014
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	588,641	665,157	665,157	166,289
For Federal Work Study	171,948	176,859	176,859	0
For Instructional Equipment	224,421	86,267	86,267	21,567
Total Revenues	<u>\$ 20,006,351</u>	<u>\$ 25,185,479</u>	<u>\$ 25,456,511</u>	<u>\$ 7,134,870</u>
Expenditures				
Academic Salaries	\$ 3,429,668	\$ 4,889,195	\$ 4,915,195	\$ 1,089,168
Classified Salaries	6,014,815	7,212,170	7,331,520	2,039,549
Employee Benefits	2,592,689	3,248,199	3,282,257	600,763
Materials & Supplies	1,676,172	2,112,016	2,168,353	231,329
Services	2,742,952	5,657,794	5,557,047	652,454
Capital Outlay	3,205,896	1,850,268	1,986,087	446,510
Scholarships	20,700	15,381	15,381	9,500
Student Grants (Financial, Book, Meal, Transportation)	323,459	200,456	200,671	157,939
Total Expenditures	<u>\$ 20,006,351</u>	<u>\$ 25,185,479</u>	<u>\$ 25,456,511</u>	<u>\$ 5,227,212</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,907,658
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,907,658</u>
Ending Cash Balance				<u>\$ 549,083</u>

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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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,250,905	\$ 1,343,819	\$ 1,343,819	\$ 319,660
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>506,930</u>	<u>676,930</u>	<u>676,930</u>	<u>100,000</u>
Total Revenues	<u>\$ 1,757,835</u>	<u>\$ 2,020,749</u>	<u>\$ 2,020,749</u>	<u>\$ 419,660</u>
Expenditures				
Classified Salaries	\$ 663,563	\$ 702,807	\$ 702,807	\$ 182,197
Employee Benefits	246,878	263,962	263,962	49,699
Materials & Supplies	735,849	749,497	749,497	215,984
Services	232,540	285,693	285,693	53,791
Capital Outlay	<u>4,538</u>	<u>6,552</u>	<u>6,552</u>	<u>0</u>
Total Expenditures	<u>\$ 1,883,368</u>	<u>\$ 2,008,511</u>	<u>\$ 2,008,511</u>	<u>\$ 501,671</u>
Revenues Over (Under) Expenditures	\$ (125,533)	\$ 12,238	\$ 12,238	\$ (82,011)
Beginning Fund Balance	<u>227,274</u>	<u>101,741</u>	<u>101,741</u>	<u>101,741</u>
Ending Fund Balance	<u>\$ 101,741</u>	<u>\$ 113,979</u>	<u>\$ 113,979</u>	<u>\$ 19,730</u>
Ending Cash Balance				<u>\$ 5,657</u>

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

<b><u>Fund 33, Resource 3300 - Child Care</u></b>					
	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity	<b>33.34%</b>
Revenues	\$ 1,251,149	\$ 1,333,101	\$ 1,333,101	\$ 447,715	
Interfund Transfer from General Operating (Resource 1000)	220,000	240,000	240,000	60,000	
Total Revenues	<u>\$ 1,471,149</u>	<u>\$ 1,573,101</u>	<u>\$ 1,573,101</u>	<u>\$ 507,715</u>	
Expenditures					
Academic Salaries	\$ 964,852	\$ 995,896	\$ 995,896	\$ 329,863	
Classified Salaries	168,604	227,414	227,414	55,161	
Employee Benefits	200,179	217,084	217,084	49,805	
Materials & Supplies	54,888	72,800	72,800	10,554	
Services	56,013	84,740	84,740	25,857	
Capital Outlay	851	0	0	0	
Total Expenditures	<u>\$ 1,445,387</u>	<u>\$ 1,597,934</u>	<u>\$ 1,597,934</u>	<u>\$ 471,240</u>	
Revenues Over (Under) Expenditures	\$ 25,762	\$ (24,833)	\$ (24,833)	\$ 36,475	
Beginning Fund Balance	99,379	125,141	125,141	125,141	
Ending Fund Balance	<u>\$ 125,141</u>	<u>\$ 100,308</u>	<u>\$ 100,308</u>	<u>\$ 161,616</u>	
Ending Cash Balance				<u>\$ 168,153</u>	

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

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

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,634,375	\$ 2,343,802	\$ 2,343,802	\$ 201,818
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	292,528	252,824	252,824	252,824
Total Revenues	<u>\$ 9,926,903</u>	<u>\$ 2,596,626</u>	<u>\$ 2,596,626</u>	<u>\$ 454,642</u>
Expenditures				
Materials & Supplies	\$ 15,744	\$ 1,000	\$ 6,000	\$ 0
Capital Outlay	8,830,025	4,319,546	4,314,546	681,412
Total Expenditures	<u>\$ 8,845,769</u>	<u>\$ 4,320,546</u>	<u>\$ 4,320,546</u>	<u>\$ 681,412</u>
Revenues Over (Under) Expenditures	\$ 1,081,134	\$ (1,723,920)	\$ (1,723,920)	\$ (226,770)
Beginning Fund Balance	642,786	1,723,920	1,723,920	1,723,920
Ending Fund Balance	<u>\$ 1,723,920</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,497,150</u>
Ending Cash Balance				<u>\$ 1,496,408</u>

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

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

	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,189	\$ 1,000	\$ 1,000	\$ 79
Expenditures				
Capital Outlay	\$ 0	\$ 51,744	\$ 51,744	\$ 0
Total Expenditures	\$ 0	\$ 51,744	\$ 51,744	\$ 0
Revenues Over (Under) Expenditures	\$ 2,189	\$ (50,744)	\$ (50,744)	\$ 79
Beginning Fund Balance	48,555	50,744	50,744	50,744
Ending Fund Balance	<u>\$ 50,744</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 50,823</u>
Ending Cash Balance				<u>\$ 50,823</u>

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

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

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 19,229	\$ 1,115,699	\$ 1,115,699	\$ 0
Expenditures				
Capital Outlay	\$ 19,206	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 19,206	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 23	\$ 23	\$ 23	\$ 0
Beginning Fund Balance	505	528	528	528
Ending Fund Balance	\$ 528	\$ 551	\$ 551	\$ 528
Ending Cash Balance				\$ (18,678)



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

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 510,264	\$ 546,800	\$ 546,800	\$ 16,385
Expenditures				
Services	\$ 794	\$ 7,500	\$ 7,500	\$ 270
Capital Outlay	<u>150,711</u>	<u>1,688,031</u>	<u>1,688,031</u>	<u>23,267</u>
Total Expenditures	<u>\$ 151,505</u>	<u>\$ 1,695,531</u>	<u>\$ 1,695,531</u>	<u>\$ 23,537</u>
Revenues Over (Under) Expenditures	\$ 358,759	\$ (1,148,731)	\$ (1,148,731)	\$ (7,152)
Beginning Fund Balance	<u>11,181,686</u>	<u>11,540,445</u>	<u>11,540,445</u>	<u>11,540,445</u>
Ending Fund Balance	<u>\$ 11,540,445</u>	<u>\$ 10,391,714</u>	<u>\$ 10,391,714</u>	<u>\$ 11,533,293</u>
Ending Cash Balance				<u>\$ 10,578,319</u>

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Self-Funded Equipment and Facility Projects was established to provide for Board approved capital projects. The funding source for this resource was one-time, overcap growth money.

**Fund 41, Resource 4150 - Self-Funded Equipment and Facility Projects**

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 15,985	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 15,985	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (15,985)	\$ 0	\$ 0	\$ 0
Beginning Fund Balance	15,985	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Ending Cash Balance				<u>\$ 0</u>

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

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

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,608,643	\$ 3,718,502	\$ 3,718,502	\$ 238,094
Proceeds from General Obligation Bond Series C	91,084,831	0	0	0
Total Revenues	<u>\$ 92,693,474</u>	<u>\$ 3,718,502</u>	<u>\$ 3,718,502</u>	<u>\$ 238,094</u>
Expenditures				
Classified Salaries	\$ 43,673	\$ 156,881	\$ 156,881	\$ 15,828
Employee Benefits	22,758	57,135	57,135	4,595
Materials & Supplies	20,567	12,987	12,987	11,815
Services	1,941,530	988,225	988,225	479,282
Capital Outlay	23,507,984	50,927,429	50,927,429	7,562,915
Intrafund Transfers to:				
State Construction (Resource 4100)	292,528	252,824	252,824	252,824
Total Expenditures	<u>\$ 25,829,040</u>	<u>\$ 52,395,481</u>	<u>\$ 52,395,481</u>	<u>\$ 8,327,259</u>
Revenues Over (Under) Expenditures	\$ 66,864,434	\$ (48,676,979)	\$ (48,676,979)	\$ (8,089,165)
Beginning Fund Balance	<u>34,171,504</u>	<u>101,035,938</u>	<u>101,035,938</u>	<u>101,035,938</u>
Ending Fund Balance	<u>\$101,035,938</u>	<u>\$ 52,358,959</u>	<u>\$ 52,358,959</u>	<u>\$ 92,946,773</u>
Ending Cash Balance				<u>\$ 93,470,577</u>

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

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

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,671,242	\$ 4,559,785	\$ 4,559,785	\$ 1,656,765
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	62,500
Total Revenue	\$ 4,921,242	\$ 4,809,785	\$ 4,809,785	\$ 1,719,265
Expenditures				
Classified Salaries	\$ 170,329	\$ 182,371	\$ 182,371	\$ 55,944
Employee Benefits	67,798	66,624	66,624	14,058
Materials & Supplies	4,311	7,400	7,400	896
Services	3,526,491	4,090,695	4,090,695	1,440,154
Capital Outlay	37,905	40,000	40,000	8,910
Total Expenditures	\$ 3,806,834	\$ 4,387,090	\$ 4,387,090	\$ 1,519,962
Revenues Over (Under) Expenditures	\$ 1,114,408	\$ 422,695	\$ 422,695	\$ 199,303
Beginning Fund Balance	1,925,421	3,039,829	3,039,829	3,039,829
Ending Fund Balance	\$ 3,039,829	\$ 3,462,524	\$ 3,462,524	\$ 3,239,132
Ending Cash Balance				\$ 4,788,058

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED OCTOBER 31, 2007**

Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers compensation self-insurance program.

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

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,448,826	\$ 1,494,087	\$ 1,494,087	\$ 426,304
Expenditures				
Classified Salaries	\$ 54,311	\$ 53,323	\$ 53,323	\$ 17,289
Employee Benefits	21,870	20,525	20,525	4,361
Materials & Supplies	154	620	620	0
Services	999,234	1,173,329	1,173,329	523,417
Capital Outlay	0	5,000	5,000	0
Total Expenditures	\$ 1,075,569	\$ 1,252,797	\$ 1,252,797	\$ 545,067
Revenues Over (Under) Expenditures	\$ 373,257	\$ 241,290	\$ 241,290	\$ (118,763)
Beginning Fund Balance	306,185	679,442	679,442	679,442
Ending Fund Balance	\$ 679,442	\$ 920,732	\$ 920,732	\$ 560,679
Ending Cash Balance				\$ 2,030,788

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2007**

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, pay phone commissions and athletic ticket sales.

**Associated Students of RCC**

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 595,841	\$ 602,000	\$ 602,000	\$ 317,463
Expenditures				
Materials & Supplies	\$ 539,287	\$ 602,000	\$ 602,000	\$ 128,450
Total Expenditures	\$ 539,287	\$ 602,000	\$ 602,000	\$ 128,450
Revenues Over (Under) Expenditures	\$ 56,554	\$ 0	\$ 0	\$ 189,013
Beginning Fund Balance	1,033,629	1,090,183	1,090,183	1,090,183
Ending Fund Balance	\$ 1,090,183	\$ 1,090,183	\$ 1,090,183	\$ 1,279,196
Ending Cash Balance				\$ 2,476,593

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2007**

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.

	<b><u>Student Financial Aid</u></b>			
	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 13,680,879	\$ 15,785,679	\$ 15,785,679	\$ 3,321,073
Expenditures				
Other				
Scholarships and Grant Reimbursements	\$ 13,680,879	\$ 15,785,679	\$ 15,785,679	\$ 2,788,029
Total Expenditures	\$ 13,680,879	\$ 15,785,679	\$ 15,785,679	\$ 2,788,029
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 533,044
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 533,044
Ending Cash Balance				\$ 556,672

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2007**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 11	\$ 0	\$ 0	\$ 3
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (9)	\$ 0	\$ 0	\$ 3
Beginning Fund Balance	16,253	16,244	16,244	16,244
Ending Fund Balance	\$ 16,244	\$ 16,244	\$ 16,244	\$ 16,247
Ending Cash Balance				\$ 16,247



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: November 20, 2007

Subject: 2006-2007 CCFS-311 – Annual Financial and Budget Report

Background: Title 5 of the California Code of Regulations, Sections 58300, et seq., requires that financial information be submitted annually to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares a statement of revenues and expenditures commonly known as the CCFS-311 – Annual Financial and Budget Report. The CCFS-311 reports the following information:

Actual Financial Information – FY 2006-2007

Budget Financial Information – FY 2007-2008

Gann Appropriation Limit

Analysis of Net Ending Fund Balance

Analysis of Compliance with the 50 Percent Law

Detail of Unrestricted and Restricted General Fund Revenues

Expenditures by Combined General Fund Activity

Receipt and Expenditure of Lottery Proceeds

Analysis of Interfund Transfers

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
District Controller

California Community Colleges  
**ANNUAL FINANCIAL AND BUDGET REPORT**  
(Financial Report for Fiscal Year 2006-07)  
(Budget Report for Fiscal Year 2007-08)

District: **Riverside Community College District**

District Code: **960**

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

  
\_\_\_\_\_  
District Chief Business Officer

10-17-07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
District Superintendent

10/17/07  
\_\_\_\_\_  
Date

**Contact:** Patricia A. Braymer  
\_\_\_\_\_  
Name  
Interim Assoc. Vice-Chancellor, Finance  
\_\_\_\_\_  
Title  
(951) 222-8789      patti.braymer@rcc.edu  
\_\_\_\_\_  
Phone Number      Extension      E-Mail

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before **October 10, 2007**. Please submit the report to:

Chancellor's Office  
California Community Colleges  
Fiscal Services Unit  
1102 Q Street, Suite 300  
Sacramento, CA 95814 - 6511

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Governmental Funds Group**  
**10 General Fund:**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
For Actual Year: 2006-07 Budget Year: 2007-08

**GENERAL FUND**

Description	State Use Only (EDP)	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100	115,339	120,000	7,574,236	10,454,534	7,689,575	10,574,534
State Revenues	8600	92,352,720	91,929,038	10,735,973	12,712,419	103,088,693	104,641,457
Local Revenues	8800	43,860,110	45,949,360	4,905,242	5,526,971	48,765,352	51,476,331
<b>TOTAL REVENUES</b>	<b>801</b>	<b>136,328,169</b>	<b>137,998,398</b>	<b>23,215,451</b>	<b>28,693,924</b>	<b>159,543,620</b>	<b>166,692,322</b>
<b>EXPENDITURES:</b>							
Academic Salaries	1000	62,479,281	67,320,030	3,561,067	5,046,422	66,040,348	72,366,452
Classified Salaries	2000	26,361,646	30,930,955	7,695,017	8,950,847	34,076,663	39,881,802
Employee Benefits	3000	22,200,690	25,023,522	3,063,957	3,736,566	25,264,647	28,760,108
Supplies and Materials	4000	2,093,875	2,515,190	1,815,779	2,299,742	3,909,654	4,814,932
Other Operating Expenses and Services	5000	13,901,170	16,629,819	3,340,879	6,339,294	17,242,049	22,969,103
Capital Outlay	6000	1,918,499	2,424,376	3,451,512	1,970,346	5,370,011	4,394,722
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>128,975,161</b>	<b>144,843,892</b>	<b>22,928,211</b>	<b>28,343,227</b>	<b>151,903,372</b>	<b>173,187,119</b>
<b>EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>7,353,008</b>	<b>(6,845,494)</b>	<b>287,240</b>	<b>350,697</b>	<b>7,640,248</b>	<b>(6,494,797)</b>
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>(965,504)</b>	<b>373,327</b>	<b>985,010</b>	<b>928,283</b>	<b>19,506</b>	<b>1,301,610</b>
<b>OTHER OUTGO</b>	<b>7000</b>	<b>976,930</b>	<b>2,461,940</b>	<b>344,159</b>	<b>215,837</b>	<b>1,321,089</b>	<b>2,677,777</b>
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>5,410,574</b>	<b>(8,934,107)</b>	<b>928,091</b>	<b>1,063,143</b>	<b>6,338,665</b>	<b>(7,870,964)</b>
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	12,638,845	18,049,419	4,274,852	5,202,943	16,913,697	23,252,362
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	12,638,845		4,274,852		16,913,697	
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>18,049,419</b>	<b>9,115,312</b>	<b>5,202,943</b>	<b>6,266,086</b>	<b>23,252,362</b>	<b>15,381,398</b>

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Governmental Funds Group**  
**20 Debt service Funds:**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
For Actual Year: 2006-07 Budget Year: 2007-08

**DEBT SERVICE FUNDS**

Description	State Use Only (EDP)	Fund: 21 BOND INTEREST AND REDEMPTION FUND		Fund: 22 REVENUE BOND INTEREST AND REDEMPTION FUND		Fund: 29 OTHER DEBT SERVICE FUND	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	151,576					
Local Revenues	8800	14,229,958					
<b>TOTAL REVENUES</b>	<b>801</b>	<b>14,381,534</b>					
Other Financing Sources (CA 8900):							
Interfund Transfers - In	802	1,732,136					
Other Incoming Transfers	803						
<b>TOTAL - OTHER FINANCING SOURCES</b>	<b>808</b>	<b>1,732,136</b>					
Other Outgo (CA 7000):							
Debt Retirement (Long Term Debt) (CA 7100):							
Debt Reduction	711	9,192,456					
Debt Interest and Other Service Charges	712						
Transfers (Outgoing) (CA 7300 and 7400)	730						
Reserve for Contingencies	7900						
<b>TOTAL - OTHER OUTGO</b>	<b>708</b>	<b>9,192,456</b>					
<b>NET OTHER FINANCING SOURCES (OTHER OUTGO) (CA 8900/7000)</b>	<b>202</b>	<b>(7,460,320)</b>					
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>6,921,214</b>					
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	11,820,288	18,741,502				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	11,820,288					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>18,741,502</b>	<b>18,741,502</b>				

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Governmental Funds Group**  
**30 Special Revenue Funds**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**

For Actual Year: 2006-07 Budget Year: 2007-08

**Special Revenue Funds**

Description	State Use Only (EDP)	FUND: 32 CAFETERIA FUND		FUND: 33 CHILD DEVELOPMENT FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100			30,995	30,995		
State Revenues	8600			138,219	144,440		
Local Revenues	8800	1,250,905	1,343,819	1,081,936	1,157,666		
<b>TOTAL REVENUES</b>	<b>801</b>	<b>1,250,905</b>	<b>1,343,819</b>	<b>1,251,150</b>	<b>1,333,101</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000			964,853	995,896		
Classified Salaries	2000	663,563	702,807	168,604	227,414		
Employee Benefits	3000	246,878	263,962	200,179	217,084		
Supplies and Materials	4000	735,849	749,497	54,888	72,800		
Other Operating Expenses and Services	5000	232,540	285,693	56,013	84,740		
Capital Outlay	6000	4,538	6,552	851			
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>1,883,368</b>	<b>2,008,511</b>	<b>1,445,388</b>	<b>1,597,934</b>		
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(632,463)</b>	<b>(664,692)</b>	<b>(194,238)</b>	<b>(264,833)</b>		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>506,930</b>	<b>676,930</b>	<b>220,000</b>	<b>240,000</b>		
<b>OTHER OUTGO</b>	<b>7000</b>						
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>(125,533)</b>	<b>12,238</b>	<b>25,762</b>	<b>(24,833)</b>		
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	227,274	101,741	99,379	125,141		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	227,274		99,379			
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>101,741</b>	<b>113,979</b>	<b>125,141</b>	<b>100,308</b>		

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Governmental Funds Group**  
**40 Capital Projects Funds**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
For Actual Year: 2006-07 Budget Year: 2007-08

**Capital Projects Funds**

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	9,619,978	2,343,802				
Local Revenues	8800	2,154,721	5,382,001				
<b>TOTAL REVENUES</b>	<b>801</b>	<b>11,774,699</b>	<b>7,725,803</b>				
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000	43,674	156,881				
Employee Benefits	3000	22,757	57,135				
Supplies and Materials	4000	36,311	13,987				
Other Operating Expenses and Services	5000	1,942,324	995,725				
Capital Outlay	6000	32,507,925	58,102,426				
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>34,552,991</b>	<b>59,326,154</b>				
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(22,778,292)</b>	<b>(51,600,351)</b>				
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>91,084,831</b>	<b>252,824</b>				
<b>OTHER OUTGO</b>	<b>7000</b>	<b>15,985</b>	<b>252,824</b>				
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>68,290,554</b>	<b>(51,600,351)</b>				
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	46,061,021	114,351,575				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	46,061,021					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>114,351,575</b>	<b>62,751,224</b>				

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Proprietary Funds Group**  
**60 Internal Service Funds**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
For Actual Year: 2006-07 Budget Year: 2007-08

**INTERNAL SERVICE FUNDS**

Description	State Use Only (EDP)	FUND: 61 SELF-INSURANCE FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>TOTAL INCOME</b>	801	6,120,068	6,053,872				
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000	224,640	235,694				
Employee Benefits	3000	89,668	87,149				
Supplies and Materials	4000	4,464	8,020				
Other Operating Expenses and Services	5000	4,525,726	5,264,024				
Capital Outlay	6000	37,905	45,000				
<b>TOTAL EXPENDITURES</b>	501	4,882,403	5,639,887				
<b>NET INCOME / LOSS</b>	201	1,237,665	413,985				
<b>OTHER FINANCING SOURCES</b>	8900	250,000	250,000				
<b>OTHER OUTGO</b>	7000						
<b>NET INCREASE / (DECREASE) IN RETAINED EARNINGS</b>	901	1,487,665	663,985				
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	2,415,724	3,719,271				
Prior Years Adjustments	903	(184,118)					
Adjusted Beginning Balance	904	2,231,606					
<b>ENDING FUND BALANCE, JUNE 30</b>	905	3,719,271	4,383,256				

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Fiduciary Funds Group**  
**70 Fiduciary Funds Group**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
For Actual Year: 2006-07 Budget Year: 2007-08

**Fiduciary Funds Group**

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 74 STUDENT FINANCIAL AID TRUST FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100			12,218,706	14,310,679		
State Revenues	8600			1,462,173	1,475,000		
Local Revenues	8800	595,841	602,000				
<b>TOTAL REVENUES</b>	<b>801</b>	<b>595,841</b>	<b>602,000</b>	<b>13,680,879</b>	<b>15,785,679</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	285,542					
Other Operating Expenses and Services	5000	272,306	602,000		15,785,679		
Capital Outlay	6000						
<b>TOTAL EXPENDITURES</b>	<b>601</b>	<b>557,848</b>	<b>602,000</b>		<b>15,785,679</b>		
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>37,993</b>		<b>13,680,879</b>			
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>						
<b>OTHER OUTGO</b>	<b>7000</b>	<b>(18,561)</b>		<b>13,680,879</b>			
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>56,554</b>					
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	1,033,629	1,090,183				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	1,033,629					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>1,090,183</b>	<b>1,090,183</b>				

Riverside Community College District  District Code No.



**CALIFORNIA COMMUNITY COLLEGES  
 Annual Financial and Budget Report**

**Gann Appropriation Limit**

**SUPPLEMENTAL DATA**

**Proposition 4: Gann Appropriation Limit**

Proposition 4 (November 1979, Special Election) added Article XIII B to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIII B. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

**Budget Year: 2007-08**

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$138,270,072
Appropriations subject to limit.	12	\$120,949,450
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$84,606,534
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Analysis of Net Ending Balance**  
**For the General Fund**

**SUPPLEMENTAL DATA**  
 For Actual Year: 2006-07

Description	State Use Only (EDP)	General Fund Total No. S10
<b>A. NET ENDING BALANCE</b>	<b>905</b>	<b>23,252,362</b>
Identify the following legally restricted or Board designated amounts within the net ending balance:		
<b>B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)</b>		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	73,137
<b>Subtotal B</b>	<b>619</b>	<b>73,137</b>
<b>C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)</b>		
Federal and State	621	
Local	622	5,202,943
<b>Subtotal C</b>	<b>629</b>	<b>5,202,943</b>
<b>D. Subtotal, Reserved (B + C)</b>	<b>675</b>	<b>5,276,080</b>
<b>E. Amounts committed by contract/other legal obligations:</b>		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
<b>Subtotal E</b>	<b>639</b>	
<b>F. Amounts for district's self-insurance program</b>	<b>649</b>	
<b>G. Amounts for court order payments</b>	<b>659</b>	
<b>H. Amounts designated by Board action for specific future purposes excluding amounts above:</b>		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	900,000
Other	664	
<b>Subtotal H</b>	<b>669</b>	<b>900,000</b>
<b>I. TOTAL, DESIGNATED AMOUNTS (D through H)</b>	<b>679</b>	<b>6,176,080</b>
<b>J. UNCOMMITTED BALANCE (A less I)</b>	<b>690</b>	<b>17,076,282</b>

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Analysis of compliance with the 50 Percent Law (ECS 84362)**  
**The Current Expense of Education**

**SUPPLEMENTAL DATA**

For Actual Year: 2006-07

<b>S11 GENERAL FUND - UNRESTRICTED SUBFUND</b>		<b>ECS 84362(a)</b>	<b>ECS 84362(b)</b>
<b>Object Category</b>	<b>State Use Only (EDP)</b>	<b>Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)</b>	<b>Total (AC 0100 - 6799) (2)</b>
<b>Academic Salaries (CA 1000):</b>			
Instructional Salaries (CA 1100 and 1300)	407	49,776,890	49,776,890
Noninstructional Salaries (CA 1200 and 1400)	408		12,032,374
<b>Subtotal Academic Salaries</b>	<b>409</b>	<b>49,776,890</b>	<b>61,808,964</b>
<b>Classified Salaries (CA 2000):</b>			
Noninstructional Salaries (CA 2100 and 2300)	411		23,225,561
Instructional Aides (CA 2200 and 2400)	416	1,927,544	1,927,544
<b>Subtotal Classified Salaries</b>	<b>419</b>	<b>1,927,544</b>	<b>25,153,105</b>
Employee Benefits (CA 3000)	429	9,732,068	21,683,002
Supplies and Materials (CA 4000)	435		1,927,503
Other Operating Expenses and Services (CA 5000)	449		13,007,723
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		360,103
<b>TOTAL (409 + 419 + 429) and (435 + 449 + 451)</b>	<b>459</b>	<b>61,436,502</b>	<b>123,940,400</b>
Less Exclusions for Current Expense of Education	469		4,843,609
<b>TOTALS for ECS 84362, 50 Percent Law (459 - 469)</b>	<b>470</b>	<b>61,436,502</b>	<b>119,096,791</b>
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	51.59%	100.00%
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		59,548,395
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		59,548,395

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**  
 For Actual Year: 2006-07

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Federal Revenues (CA 8100):</b>				
Forest Reserve	8110			
Higher Education Act	8120		2,935,040	2,935,040
Workforce Investment Act	8130		150,541	150,541
Temporary Assistance for Needy Families (TANF)	8140		119,821	119,821
Student Financial Aid	8150	111,114		111,114
Veterans Education	8160	4,225		4,225
Vocational and Technical Education Act (VTEA)	8170		1,485,757	1,485,757
Other Federal Revenues	8190		2,883,077	2,883,077
<b>TOTAL FEDERAL REVENUES</b>	<b>8100</b>	<b>115,339</b>	<b>7,574,236</b>	<b>7,689,575</b>
<b>State Revenues (CA 8600)</b>				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121			
State General Apportionment	122	87,221,392		87,221,392
Other General Apportionments	123	1,349,396		1,349,396
General Categorical Programs (CA 8620)				
Child Development	124			
Extended Opportunity Programs and Services (EOPS)	125		726,052	726,052
Disabled Students Programs and Services (DSPS)	126		1,775,456	1,775,456
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		584,101	584,101
Telecomm. and Technology Infrastructure Program (TTIP)	129		50,599	50,599
Other General Categorical Programs	130		2,596,329	2,596,329
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132			
Other Reimbursable Categorical Programs	133		4,379,438	4,379,438
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	451,465		451,465
Timber Yield Tax	135	5		5
Other State Tax Subventions	136	1,345		1,345
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137	3,220,804	623,998	3,844,802
State Mandated Costs	138	80,176		80,176
Other State Non-Tax Revenues	139			
Other State Revenues	8690	28,137		28,137
<b>TOTAL STATE REVENUES</b>	<b>8600</b>	<b>92,352,720</b>	<b>10,735,973</b>	<b>103,088,693</b>

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**  
For Actual Year: 2006-07

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Local Revenues (CA 8800):</b>				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	20,854,937		20,854,937
Tax Allocation, Supplemental Roll	8812	4,062,672		4,062,672
Tax Allocation, Unsecured Roll	8813	1,262,970		1,262,970
Prior Years Taxes	8816	1,553,167		1,553,167
Education Revenue Augmentation Fund (ERAF)	8817	1,870,343		1,870,343
Contributions, Gifts, Grants, and Endowments	8820	115,000	236,336	351,336
Contract Services (CA 8830):				
Contract Instructional Services	140	163,520		163,520
Other Contract Services	141			
Sales and Commissions	8840	1,608,816		1,608,816
Rentals and Leases	8850	207,420	10,555	217,975
Interest and Investment Income	8860	1,094,509	225,747	1,320,256
Student Fees and Charges				
Community Services Classes	8872	823,000		823,000
Dormitory	8873			
Enrollment	8874	7,814,802		7,814,802
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876		1,004,556	1,004,556
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	101,929		101,929
Nonresident Tuition	8880	1,648,890		1,648,890
Parking Services and Public Transportation	8881		1,450,094	1,450,094
Other Student Fees and Charges	8885	79,901		79,901
Other Local Revenues	8890	598,234	1,977,954	2,576,188
<b>TOTAL LOCAL REVENUES</b>	<b>8800</b>	<b>43,860,110</b>	<b>4,905,242</b>	<b>48,765,352</b>
<b>TOTAL REVENUES (8100 + 8600 + 8800)</b>	<b>801</b>	<b>136,328,169</b>	<b>23,215,451</b>	<b>159,543,620</b>
Other Financing Sources (CA 8900):				
Proceeds of General Fixed Assets	8910	3,522		3,522
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980	(969,026)	985,010	15,984
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>(965,504)</b>	<b>985,010</b>	<b>19,506</b>
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	<b>899</b>	<b>135,362,665</b>	<b>24,200,461</b>	<b>159,563,126</b>

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Expenditures by Activity**  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**

For Actual Year: 2006-07

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100						
Architecture and Environmental Design	0200	28,319					28,319
Environmental Sciences and Technologies	0300						
Biological Sciences	0400	2,527,724	1,392	124,421	228,854		2,882,391
Business and Management	0500	3,210,143		15,490	45,918		3,271,551
Communications	0600	693,636		50,750	120,548		864,934
Information Technology	0700	2,546,340		185,600	280,252		3,012,192
Education	0800	5,498,401	8,118	352,118	140,228		5,998,865
Engineering and Industrial Tech.	0900	1,996,851	10,672	257,997	245,825		2,511,345
Fine and Applied Arts	1000	5,008,318	2,139	277,795	267,375		5,555,627
Foreign Language	1100	2,100,269		6,648	42,580		2,149,497
Health	1200	5,939,597	6,323	644,790	549,530		7,140,240
Family and Consumer Sciences	1300	1,179,117	2,825	263,334	77,979		1,523,255
Law	1400	97,298					97,298
Humanities (Letters)	1500	9,458,510	9,105	35,501	89,267		9,592,383
Library Science	1600	44,311					44,311
Mathematics	1700	5,994,050		14,205	11,558		6,019,813
Military Studies	1800						
Physical Sciences	1900	2,292,899		102,221	48,344		2,443,464
Psychology	2000	1,415,220		4,265	1,570		1,421,055
Public and Protective Services	2100	2,725,594		1,488,320	91,597		4,305,511
Social Sciences	2200	4,682,974		15,001	13,131		4,711,106
Commercial Services	3000	1,217,713	162	58,761	75,879		1,352,515
Interdisciplinary Studies	4900	3,900,852	106	10,577	28,762		3,940,297
Instruct. Staff-Retir's Bnfts & Retire. Incentis	5900	276,287					276,287
<b>Subtotal - Instructional Activities</b>	<b>599</b>	<b>62,834,423</b>	<b>40,842</b>	<b>3,907,794</b>	<b>2,359,197</b>		<b>69,142,256</b>

\*\* Salaries and Benefits of staff in noninstructional assignments \* Salaries and Benefits of instructors and instructional aides in instructional assignments

**CALIFORNIA COMMUNITY COLLEGES**  
Annual Financial and Budget Report

**Expenditures by Activity**  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**

For Actual Year: 2006-07

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Instruct. Admin. &amp; Instruct. Governance (6000)</b>							
Academic Administration	6010		13,833,908	3,076,579	441,660		17,352,147
Course and Curriculum Development	6020		3,530,805	879,443	66,967		4,477,215
Academic/Faculty Senate	6030						
Other Instruct. Admin. & Instruct. Governance	6090						
<b>Subtotal - Instructional Administration</b>	<b>6000</b>		<b>17,364,713</b>	<b>3,956,022</b>	<b>508,627</b>		<b>21,829,362</b>
<b>Instructional Support Services (6100)</b>							
Learning Center	6110		454,751	3,381	7,971		466,103
Library	6120		2,807,445	275,195	332,709		3,415,349
Media	6130		976,940	86,717	21,735		1,085,392
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
<b>Subtotal - Instructional Support Services</b>	<b>6100</b>		<b>4,239,136</b>	<b>365,293</b>	<b>362,415</b>		<b>4,966,844</b>
<b>Admissions and Records</b>	<b>6200</b>		<b>2,936,149</b>	<b>465,849</b>	<b>44,065</b>		<b>3,446,063</b>
<b>Student Counseling and Guidance (6300)</b>							
Counseling and Guidance	6310		3,367,216	61,579	19,943		3,448,738
Matriculation and Student Assessment	6320		652,889	60,998	12,974		726,861
Transfer Programs	6330		24,552	11,848	14,555		50,955
Career Guidance	6340						
Other Student Counseling and Guidance	6390						
<b>Subtotal - Student Counseling and Guidance</b>	<b>6300</b>		<b>4,044,657</b>	<b>134,425</b>	<b>47,472</b>		<b>4,226,554</b>

\* Salaries and Benefits of instructors and instructional aides in instructional assignments  
\*\* Salaries and Benefits of staff in noninstructional assignments

**CALIFORNIA COMMUNITY COLLEGES**  
Annual Financial and Budget Report

**Expenditures by Activity**  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**

For Actual Year: 2006-07

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Other Student Services (6400)</b>							
Disabled Students Program & Services (DSPS)	6420		1,669,281	152,565	71,500		1,893,346
Extended Opportunity Prgrams. & Services (EOPS)	6430		678,000	37,061	10,455	282,930	1,008,446
Health Services	6440						
Student Personnel Administration	6450		2,797,674	528,424	93,703		3,419,801
Financial Aid Administration	6460		1,964,636	217,024	24,210		2,205,870
Job Placement Services	6470		58,290	1,509			59,799
Veterans Services	6480						
Miscellaneous Student Services	6490						
<b>Subtotal - Other Student Services</b>	<b>6400</b>		<b>7,167,881</b>	<b>936,583</b>	<b>199,868</b>	<b>282,930</b>	<b>8,587,262</b>
<b>Operation and Maintenance of Plant (6500)</b>							
Building Maintenance and Repairs	6510		1,749,674	643,806	406,958		2,800,438
Custodial Services	6530		2,486,310	249,193	29,766		2,765,269
Grounds Maintenance and Repairs	6550		1,527,693	186,518	155,377		1,869,588
Utilities	6570			2,413,387			2,413,387
Other Operation and Maintenance of Plant	6590			138,527			138,527
<b>Subtotal - Operation and Maintenance of Plant</b>	<b>6500</b>		<b>5,763,677</b>	<b>3,631,431</b>	<b>592,101</b>		<b>9,987,209</b>
<b>Planning, Policymaking, and Coordination</b>	<b>6600</b>		<b>3,277,946</b>	<b>1,550,610</b>	<b>126,867</b>		<b>4,955,423</b>

\* Salaries and Benefits of instructors and instructional aides in instructional assignments

\*\* Salaries and Benefits of staff in noninstructional assignments



**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Expenditures by Activity**  
**S10 General Fund - Combined**  
**(Total Unrestricted and Restricted)**

**SUPPLEMENTAL DATA**

For Actual Year: 2006-07

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>General Institutional Support Services (6700)</b>							
Community Relations	6710		1,354,272	369,742	36,525		1,760,539
Fiscal Operations	6720		2,391,754	433,318	51,612		2,876,684
Human Resources Management	6730		1,291,378	434,743	19,227		1,745,348
Noninstrl. Staff Retirees' Bnfts. & Retire. Incents.	6740		490,337				490,337
Staff Development	6750		73,338	29,702			103,040
Staff Diversity	6760		751	27,436			28,187
Logistical Services	6770		3,455,400	1,799,452	197,692		5,452,544
Management Information Systems	6780		3,334,005	1,223,152	68,842		4,625,999
Other General Institutional Support Services	6790						
<b>Subtotal - General Institutional Support Services</b>	<b>6700</b>		<b>12,391,235</b>	<b>4,317,545</b>	<b>373,898</b>		<b>17,082,678</b>
<b>Community Svcs. &amp; Economic Develop. (6800)</b>							
Community Recreation	6810		425,508	162,475	6,207		594,190
Community Service Classes	6820		398,284	60,684	14,025		472,993
Community Use Facilities	6830		399,359	80,675	72,443		552,477
Economic Development	6840						
Other Community Svcs. & Economic Development	6890						
<b>Subtotal - Community Services</b>	<b>6800</b>		<b>1,223,151</b>	<b>303,834</b>	<b>92,675</b>		<b>1,619,660</b>

\* Salaries and Benefits of instructors and instructional aides in instructional assignments

\*\* Salaries and Benefits of staff in noninstructional assignments

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Expenditures by Activity**  
**S10 General Fund - Combined**  
**(Total Unrestricted and Restricted)**

**SUPPLEMENTAL DATA**

For Actual Year: 2006-07

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Ancillary Services (6900)</b>							
Bookstores	6910			37,418			37,418
Child Development Centers	6920		22,182	76,204	6,214		104,600
Farm Operations	6930						
Food Services	6940		24,235				24,235
Parking	6950		1,719,030	365,953	201,469		2,286,452
Student and Co-curricular Activities	6960		963,273	77,119	28,421		1,068,813
Student Housing	6970						
Other Ancillary Services	6990						
<b>Subtotal - Ancillary Services</b>	<b>6900</b>		<b>2,728,720</b>	<b>556,694</b>	<b>236,104</b>		<b>3,521,518</b>
<b>Auxiliary Operations (7000)</b>							
Contract Education	7010		976,717	389,489	79,288		1,445,494
Other Auxiliary Operations	7090		392,411	526,184	1,523		920,118
<b>Subtotal - Auxiliary Operations</b>	<b>7000</b>		<b>1,369,128</b>	<b>915,673</b>	<b>80,811</b>		<b>2,365,612</b>
<b>Physical Property and Related Acquisitions (7100)</b>	<b>7100</b>			<b>109,950</b>	<b>345,911</b>		<b>455,861</b>
<b>Long-Term Debt and Other Financing (7200)</b>							
Long-Term Debt	7210						
Tax Revenue Anticipation Notes	7220						
Other Financing	7290						
<b>Subtotal - Long-Term Debt and Other Financing</b>	<b>7200</b>						
<b>Transfers, Student Aid, and Other Outgo (7300)</b>							
Transfers	7310					976,930	976,930
Student Aid	7320					61,229	61,229
Other Outgo	7330						
<b>Subtotal - Transfers, Student Aid, and Other Outgo</b>	<b>7300</b>					<b>1,038,159</b>	<b>1,038,159</b>
<b>TOTAL EXPENDITURES and OTHER OUTGO</b>	<b>391</b>	<b>62,834,423</b>	<b>62,547,235</b>	<b>21,151,703</b>	<b>5,370,011</b>	<b>1,321,089</b>	<b>153,224,461</b>

\* Salaries and Benefits of instructors and instructional aides in instructional assignments

\*\* Salaries and Benefits of staff in noninstructional assignments

**CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report  
SUPPLEMENTAL DATA**

**Receipt and Expenditures of Lottery Proceeds**

**L10 GENERAL FUND**

For Actual Year: 2006-07

Budget Year: 2007-08

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700) (2)	Others (3)	Total (Col. 1 thru 3) (4)
1. 06/30/06 Reported Ending Balance	902				
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	904				
<b>Part I. Actual Fiscal Year Data</b>					
4. State Lottery Proceeds:					
a) Cash Received	869A				2,207,747
b) Accrued	860A				1,637,054
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A		3,220,803		3,220,803
6. Supplies and Materials (Object 4000)					
(a) Software	210A				
(b) Books, Magazines, & Periodicals	220A		69,343		69,343
(c) Instructional Supplies & Materials	230A	439,238			439,238
(e) Noninstructional Supplies & Materials	240A				
7. Other Oper. Exp. & Services (5000)	400A	73,158	42,259		115,417
8. Capital Outlay:					
a) Library Books (Object 6300)	630A				
b) Equipment (Object 6400)	640A				
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	501A	512,396	3,332,405		3,844,801
11. 06/30/07 Balance (lines 3 + 4 - 10)	905A				
<b>Part II. Budget Fiscal Year Data</b>					
12. State Lottery Proceeds (estimated)	869B				3,521,964
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B		2,949,997		2,949,997
14. Supplies & Materials (Object 4000)					
(a) Software	210B				
(b) Books, Magazines, & Periodicals	220B		63,687		63,687
(c) Instructional Supplies & Materials	230B	402,483			402,483
(e) Noninstructional Supplies & Materials	240B				
15. Other Oper. Exp. & Services (Object 5000)	400B	66,995	38,802		105,797
16. Capital Outlay:					
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B				
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	501B	469,478	3,052,486		3,521,964
19. 06/30/08 Projected Balance (add lines 11 + 12 - 18)	905B				

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

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**SUPPLEMENTAL DATA**  
**For Actual Year: 2006-07**

**Analysis of Interfund Transfers**

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
11	IN	Unrestricted Subfund	15,985	
41	OUT	Capital Outlay Projects Fund		15,985
32	IN	Cafeteria Fund	506,930	
11	OUT	Unrestricted Subfund		506,930
33	IN	Child Development Fund	220,000	
11	OUT	Unrestricted Subfund		220,000
61	IN	Self-Insurance Fund	250,000	
11	OUT	Unrestricted Subfund		250,000

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**  
**SUPPLEMENTAL DATA**

**\*\* Summary Page \*\***

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**Analysis of Interfund Transfers**

For Actual Year: 2006-07

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
<b>Summary Totals</b>				
<b>Totals</b>			<b>992,915</b>	<b>992,915</b>
11		Unrestricted Subfund	15,985	
41		Capital Outlay Projects Fund		15,985
32		Cafeteria Fund	506,930	
11		Unrestricted Subfund		976,930
33		Child Development Fund	220,000	
61		Self-Insurance Fund	250,000	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-1

Date: November 20, 2007

Subject: Proposed Curricular Changes

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

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

James L. Buysse  
Interim Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor of Instruction

### New Course Proposals

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

Prerequisite: None.

Limitation on enrollment: Enrollment in the Honors Program.

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

### New Stand-Alone Course Proposals

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

Prerequisite: None.

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

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

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

Prerequisite: None.

Advisory: TEL-44, or 45 or 48.

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

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

### Course Revision Proposals

1. ANT-4 – Native American Cultures – description change  
From: A survey of Native American cultures of the pre-Columbian period and their persistence into the modern world, incorporating evidence from archaeology, oral history, and other sources, with an emphasis on the growth of cultures, social and religious institutions, and daily life. 54 hours lecture.  
  
To: A survey of Native American cultures from the pre-Columbian period through conquest and reservation life and into the present. Incorporates evidence from archaeology, oral history, personal narratives, and other sources. Emphasis will be on the growth of Native American cultures, modern communities, including urban life, social and religious institutions, and traditional cultural elements and artistic traditions. 54 hours lecture.
  
2. ENG-60A1 – English Fundamentals: Sentence Structure – title, prerequisite, description changes  
From: Basic Writing and Grammar—Sentence Structure and Spelling  
Prerequisite: None.  
Advisory: Recommended for students not qualified for English 50.  
Intended for students who need concentrated attention in basic English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. Subsequent enrollment in sections A2, A3, and A4 will provide students an opportunity for additional skill and competency development. Sections A1, A2, A3, and A4 may be taken in any order. English 60A1 is equivalent to the first quarter of English 60A. 18 hours lecture and 4.25 hours laboratory. (Non-Degree Credit Course CR/NC only)  
  
To: English Fundamentals: Sentence Structure  
Prerequisite: None.  
Develops students' sentence structure skills to basic-level performance. One of a four-part series that equates with English 60A. Courses in this series may be taken in any order. This course may be taken two times for credit. 18 hours lecture and 4.5 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)
  
3. ENG-60A2 – English Fundamentals: Grammar and Usage – title, prerequisite, description changes  
From: Basic Writing and Grammar – Usage  
Prerequisite: None.  
Advisory: Recommended for students not qualified for English 50.  
Intended for students who need concentrated attention in basic English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. Subsequent enrollment in sections A1, A3, and A4 will provide students an opportunity for additional skill and competency development. Sections A1, A2, A3, and A4 may be taken in any order. English 60A2 is equivalent to the second quarter of English 60A. 18 hours lecture and 4.25 hours laboratory. (Non-Degree Credit Course CR/NC only)



To: English Fundamentals: Grammar and Usage

Prerequisite: None.

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

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

From: Basic Writing and Grammar – Mechanics

Prerequisite: None.

Advisory: Recommended for students not qualified for English 50.

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

To: English Fundamentals: Mechanics and Spelling

Prerequisite: None.

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

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

From: Basic Writing and Grammar – Paragraph Construction and Development

Prerequisite: None.

Advisory: Recommended for students not qualified for English 50.

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

To: English Fundamentals: Paragraph Construction

Prerequisite: None.

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

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

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

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

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

To: Prerequisite: NRN-3.

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

#### Proposed Course Deletions

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: November 20, 2007

Subject: Measure C General Obligation Bond Program Update

Background: Information (copies attached) was presented to the Resources Committee on November 14, 2007, relative to the District's Measure C General Obligation Bond program, including:

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

Information Only.

James L. Buysse  
Interim Chancellor

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



Capital Markets Group  
*Riverside County Treasurer-Tax Collector*

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Riverside Community College  
**November 13, 2007**

# **The Riverside County Treasurer's Pooled Investment Fund Update**

# Riverside County Treasurer-Tax Collector

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

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

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

# Tax Collector's Responsibilities

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

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

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

# Treasurer's Pooled Investment Fund (“TPIF”)

## Operating principles

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

## Investment Policy (updated December 2006)

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

## Strategy

- Maintain conservative posture
- Maximize investment opportunities

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

# Pool Ratings

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

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

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

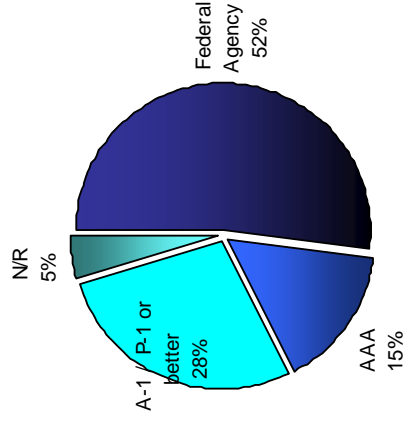
- **Fitch Ratings AAA/V1+**

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

## Portfolio Sector Breakdown (market values)

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

## Portfolio Credit Quality





# The Good, The Bad and the Ugly

## The Good:

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

## The Bad:

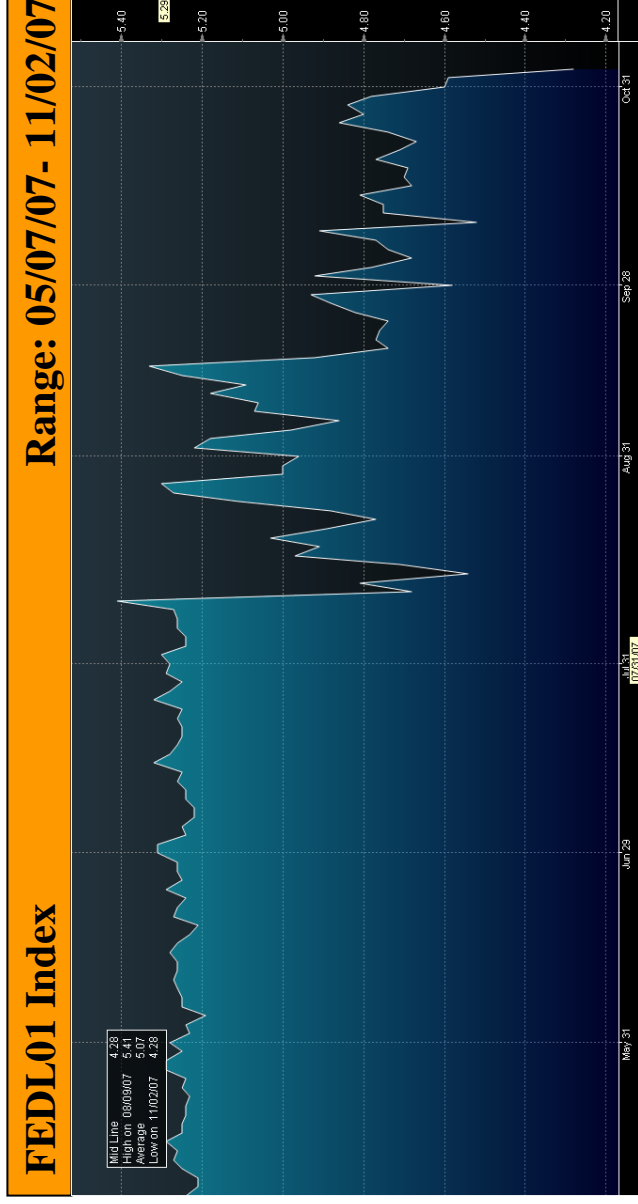
- Consumer confidence for October declined to a reading of 95.6, the lowest level in two years
- The Decline in the Housing market continues to deepen
- Oil/Weak Dollar

## The Ugly:

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

# Effective Fed Fund Rates

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



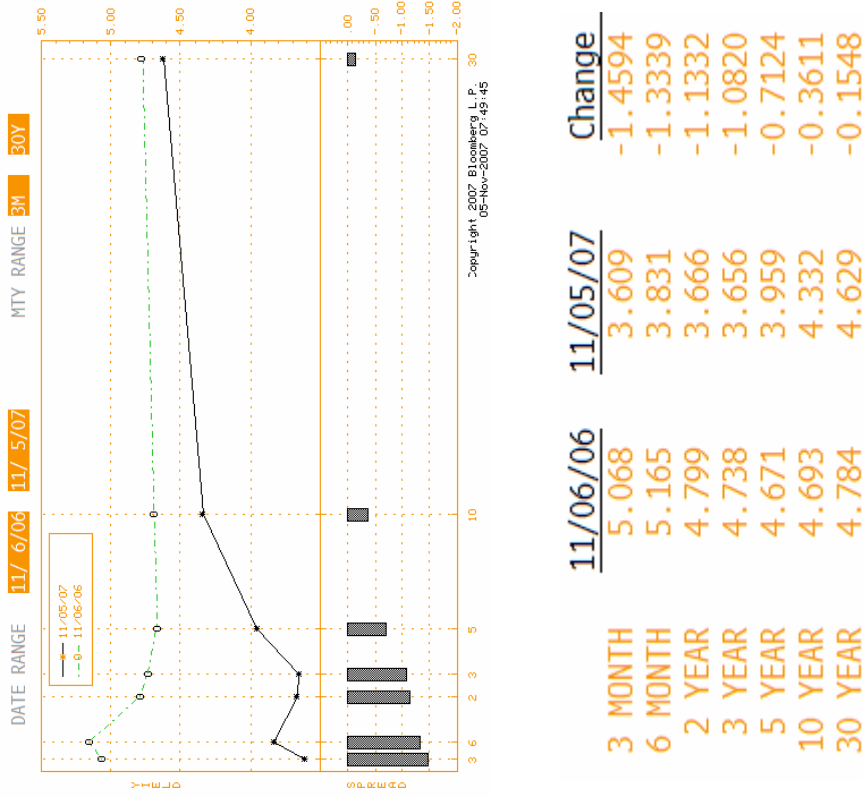
Probabilities of Fed Fund Rate Movements			
Announcement Date 12/11/07			
Fed Move	Current	1 Week Ago	1 Month Ago
4.25	58.25%	66.0%	6.0%
4.50	42.0%	34.0%	94.0%
4.75	0.0%	0.0%	0.0%
5.50	0.0%	0.0%	0.0%
Announcement Date 01/30/08			
Fed Move	Current	1 Week Ago	1 Month Ago
4.25	49.4%	50.6%	30.6%
4.50	31.3%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

# Yield Curve

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

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

## Historical Yield Curve



# Impact on the TPIF

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

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

# Going Forward

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

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

## Riverside County Treasurer

### Capital Markets

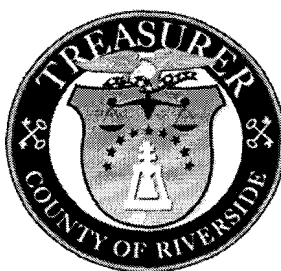
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**COUNTY OF RIVERSIDE  
OFFICE OF THE TREASURER TAX-COLLECTOR  
STATEMENT OF INVESTMENT POLICY**

**INTRODUCTION**

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

**SCOPE**

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

**FIDUCIARY RESPONSIBILITY**

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

**PORTFOLIO OBJECTIVES**

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

**AUTHORITY**

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

## **AUTHORIZED INVESTMENTS**

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

## **STAFF AUTHORIZED TO MAKE INVESTMENTS AND WIRE TRANSFERS**

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

## **AUTHORIZED BROKER/DEALERS**

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

## **DAILY ACCOUNTABILITY AND CONTROL**

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

## **SECURITY CUSTODY & DELIVERIES**

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

## **COMPETITIVE PRICING**

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



### **MATURITY LIMITATIONS**

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

### **LIQUIDITY**

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

### **SECURITIES LENDING**

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

### **REVERSE REPURCHASE AGREEMENTS**

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

### **MITIGATING MARKET & CREDIT RISKS**

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

### **TRADING & EARLY SALE OF SECURITIES**

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

### **PURCHASE OF WHEN ISSUED SECURITIES**

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

## **PORTFOLIO REPORTS/AUDITING**

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

## **SPECIFIC INVESTMENTS**

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

## **PERFORMANCE EVALUATION**

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

## **INVESTMENT OVERSIGHT COMMITTEE**

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

## **QUARTERLY DISTRIBUTION OF INVESTMENT EARNINGS**

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

## **QUARTERLY APPORTIONMENT OF ADMINISTRATIVE COSTS**

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

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

### **TREASURY OPERATIONS**

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

### **POLICY CRITERIA FOR AGENCIES SEEKING VOLUNTARY ENTRY**

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

### **POLICY CRITERIA FOR VOLUNTARY PARTICIPANT WITHDRAWALS**

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

### **POLICY ON RECEIPT OF HONORARIA, GIFTS AND GRATUITIES**

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

**ETHICS & CONFLICTS OF INTEREST**

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

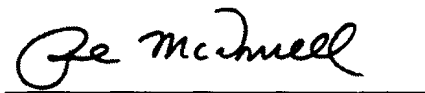
**INVESTMENTS MADE FROM DEBT ISSUANCE PROCEEDS**

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

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

**POLICY ADOPTION & AMENDMENTS**

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



Paul McDonnell  
County of Riverside  
Treasurer-Tax Collector

**SCHEDULE I**

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

(1) Whichever is greater.

**AUTHORIZED BROKER/DEALERS  
SCHEDULE II**

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

1. Other authorized firms:

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

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

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

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

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

## **POLICY CRITERIA FOR COLLATERALIZED TIME DEPOSITS SCHEDULE IV**

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

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



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

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

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

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

**Restrictions**

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

**Rating Agency Comparison Table**

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



*Riverside Community College*

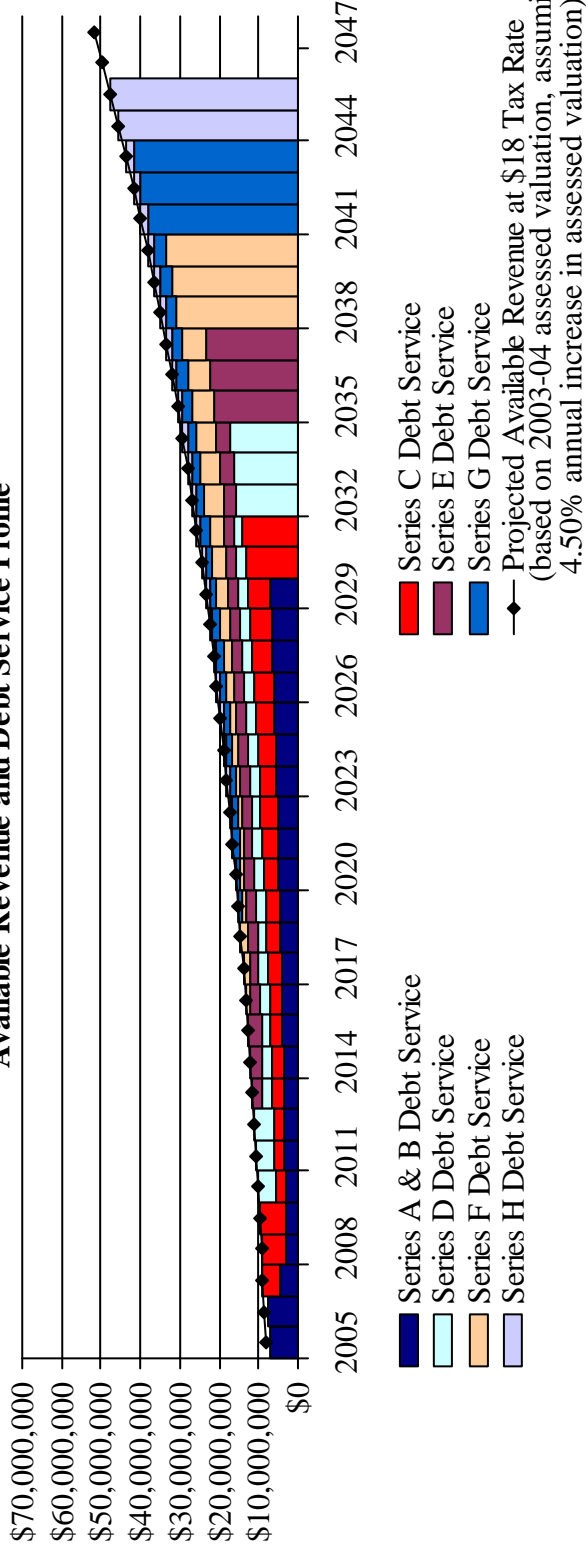
*Presentation to Resources Committee*  
**November 13, 2007**



# Bonding Plan at time of Series A & B Issuance

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

Available Revenue and Debt Service Profile

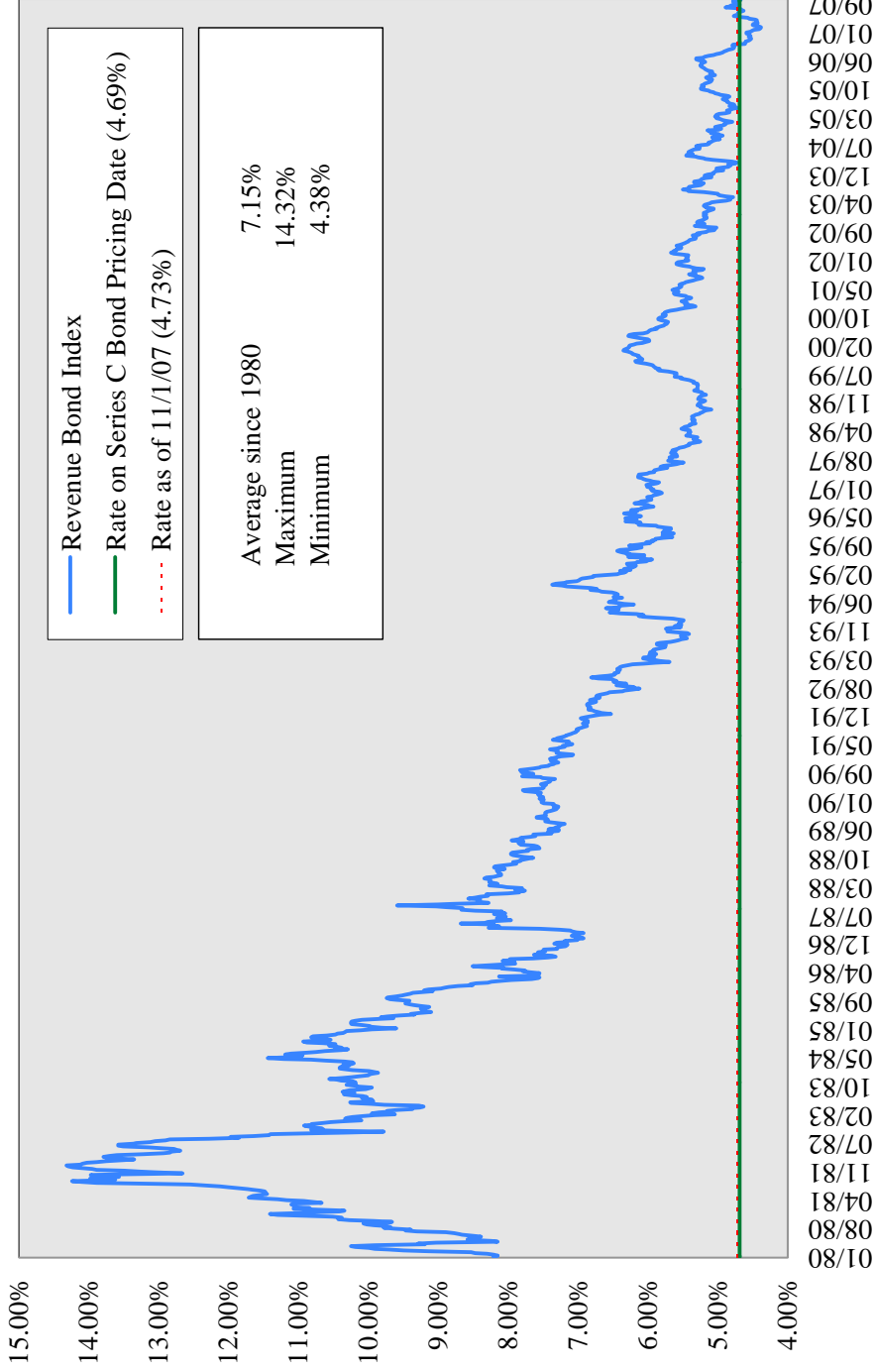


**Projected Tax Rate: \$18.00 / \$100,000 of Assessed Valuation**



# Historical Long-Term Tax-Exempt Interest Rates

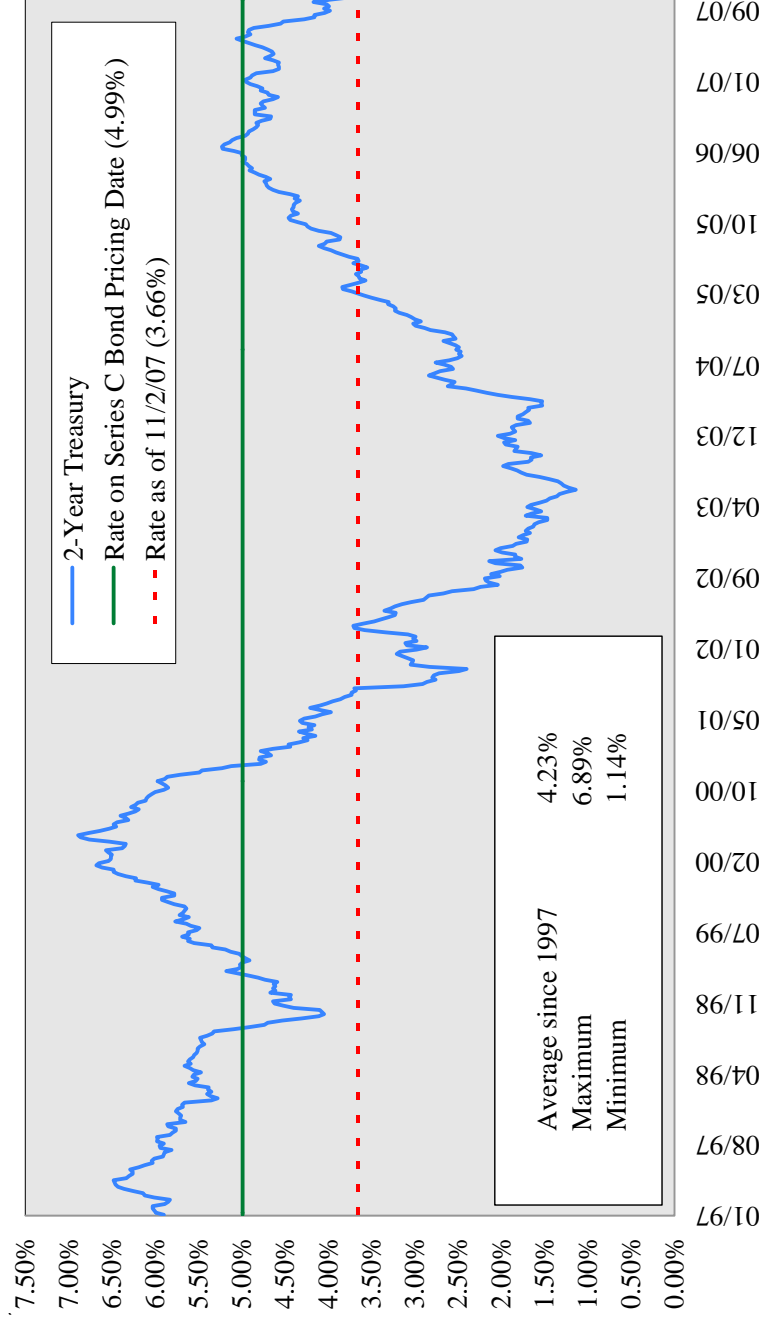
## Historical Revenue Bond Index January 1980 – November 2007



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

# 2-Year Treasury Bond Since 1997

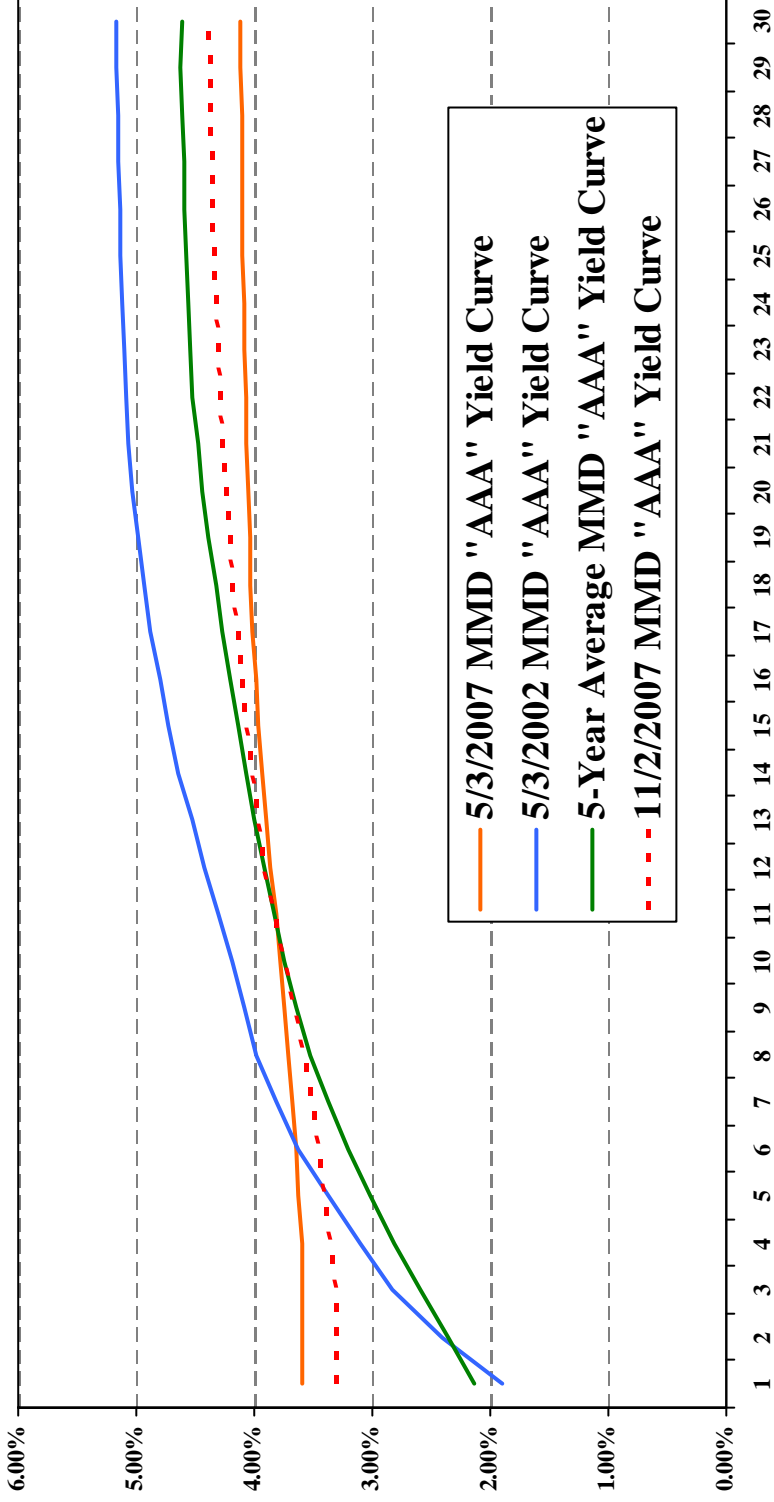
## Historical 2-Year Treasury Bond Yield January 1997 – November 2007



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

# Yield Curve Comparisons

Municipal Market Data (MMD) "AAA" Yield Curve



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

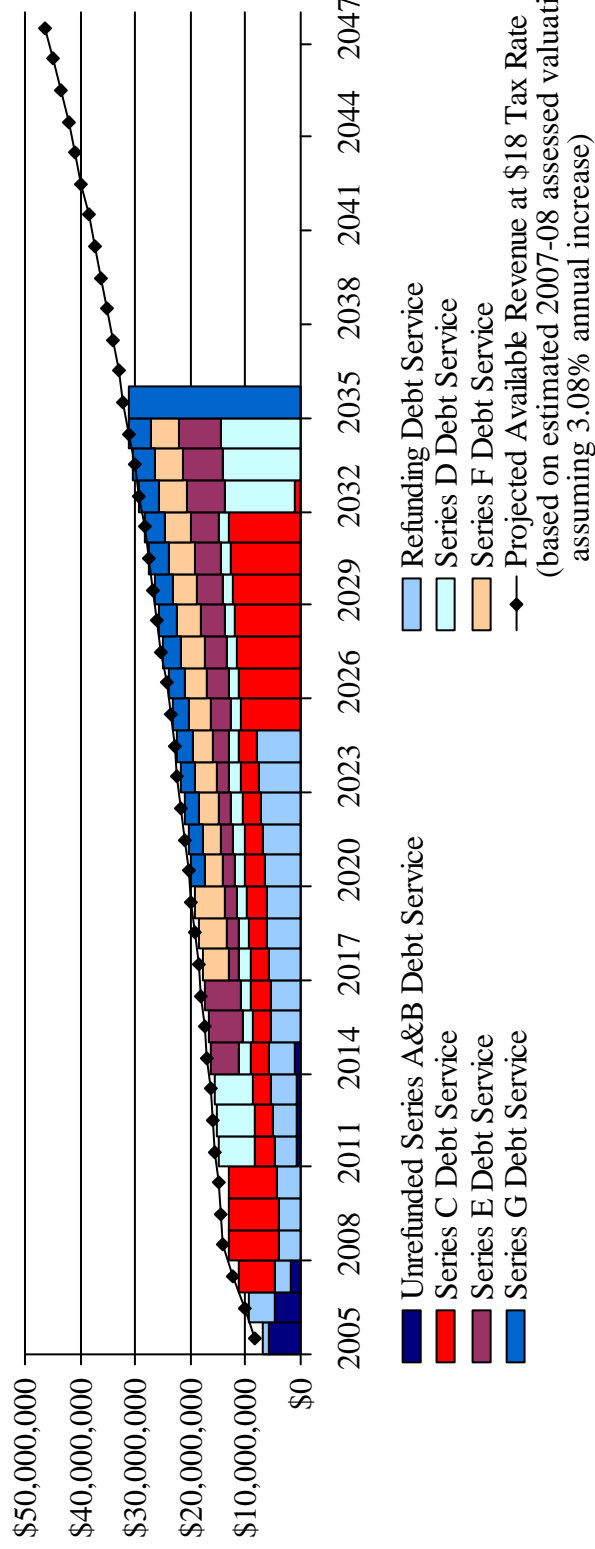


# Updated Bonding Plan - Option 1: Issue Under Three-Year Expenditure Rule

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

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

**Available Revenue and Debt Service Profile**

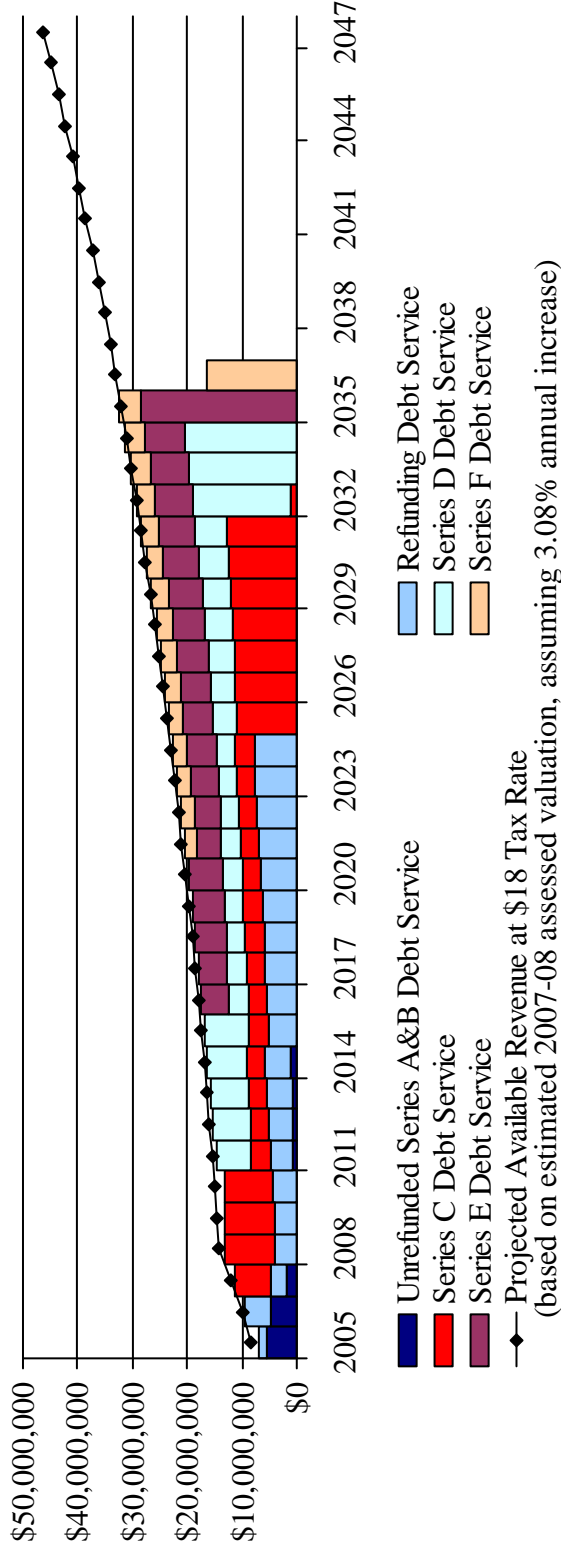


# Updated Bonding Plan - Option 2: Issue Under Five-Year Expenditure Rule

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

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

**Available Revenue and Debt Service Profile**

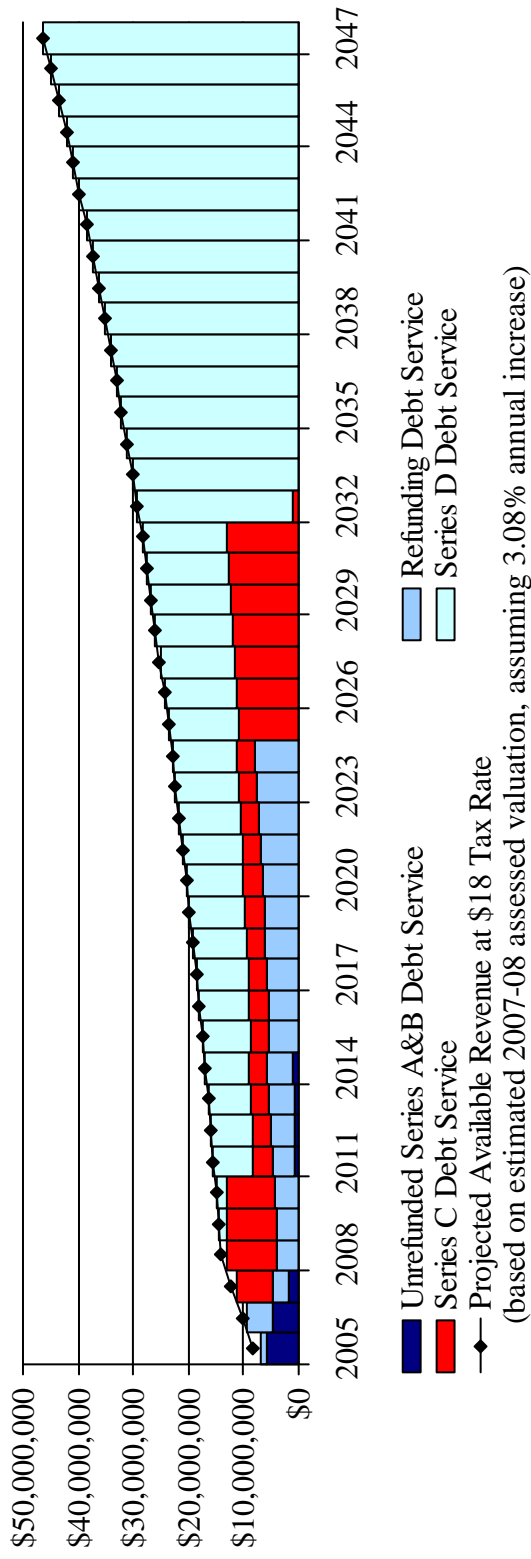


# Updated Bonding Plan - Option 3: Issue All Remaining Authorization

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

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

Available Revenue and Debt Service Profile



## Comparison of Estimated Interest Earnings

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

Note: 1) Interest earnings are based on an assumed investment rate of 4.00% for both taxable and tax-exempt investments.

2) The present value calculations of Funds Available for Projects are based on a discount rate of 5.0% and a target date of February 1, 2008.

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

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

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**Proceeds/Income**

Series A and B Proceeds	\$	65,000,000	
Series A and B Premium		3,024,641	
Series A Refunding Premium		8,388,956	
Series 2007 C Proceeds		90,000,000	
Series 2007 C Premium		2,816,967	
FY 2004-2005 Interest Income		1,030,586	
FY 2005-2006 Interest Income		1,726,681	
FY 2006-2007 Interest Income		1,449,144	
FY 2006-2007 Energy Rebates - Utility Retrofit Project		159,498	
FY 2007-2008 Projected Interest Income		3,500,000	
FY 2007-2008 Projected Energy Rebates		<u>218,502</u>	
Total Proceeds/Income			177,314,975

**Project Commitments / Proposed Projects**

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

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

Project	Project Funding Source					Actual Measure C Expenditures thru 09/30/07
	Board Approved Project Budgets	Future Projects - Additional Funding Needed	Actual and Projected State Funding	Total Estimated Project Funding		
<b>Completed</b>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085			\$ 12,492,085		\$ 12,492,085
Issuance Related Expenditures	4,860,905	-	0.00	4,860,905		17,352,990
Bridge Space	1,175,132	-	-	1,175,132		1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	349,000		349,000
MLK Renovation	1,010,614	-	5,133,999 a	6,144,613		1,010,614
Norco Campus Room Renovations	100,020	-	-	100,020		100,019
Swing Space	4,273,734	-	-	4,273,734		4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	4,516,435		4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	20,949,896		20,932,624
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919		276,348
RCCD System Office Purchase	2,629,981	-	-	2,629,981		2,629,981
Emergency Phone Project	379,717	-	-	379,717		379,717
Total Completed Projects	\$ 53,026,438	\$ -	\$ 5,133,999	\$ 58,160,437		\$ 65,488,680
<b>In-Progress or Initial Phase</b>						
Phase II - Wheelock PE Complex	\$ 190,631	\$ -	\$ -	\$ 190,631		\$ 190,631
Physical/Life Science Secondary Effects	32,500	-	-	-		32,500
District Computer/Network/ System Upgrades	1,036,990	0	0	1,036,990		862,454
Quad Modernization	8,735,238	-	4,019,766 a	12,755,004		7,629,160
Phase III - Norco Industrial Technology Project	10,147,826	-	20,484,274 p	30,632,100		903,889
Phase III - MV/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282		521,350
Innovative Learning Center	7,653,605	-	2,444,632 p	10,098,237		4,677,502
Nursing/Sciences Building - Riverside	5,082,686	9,454,314	57,572,000 p	72,109,000		1,822,801
Future Projects - Feasibility/Planning/Management	563,407	723,602	-	1,287,009		266,182
Scheduled Maintenance	885,427	-	258,825 s	1,144,252		632,603
Riverside/Moreno Valley Food Services Remodel	2,539,685	-	-	2,539,685		97,607
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451		480,024
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296		350,758
Utility Retrofit Project	6,176,094	600,000	-	6,776,094		4,096,461
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327		56,907
Modular Redistribution Projects (All campuses and BCTC)	7,494,328	-	-	7,494,328		1,904,958
PBX/Network Operations Center - Riv/Norco/MoVal	625,550	4,144,450	-	4,770,000		33,109
Norco Campus Student Support Center	11,042,820	1,383,576	-	12,426,396		111,652
Logic Domain - Capital Project Management System	96,000	-	-	96,000		71,000
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384		889,882
Riverside Aquatics Center	5,000,000	5,000,000 d	-	10,000,000		-
Total In-Progress or Initial Phase Projects	\$ 71,921,565	\$ 25,361,180	\$ 99,177,221	\$ 196,427,466		\$ 25,631,428
Total Projects	\$ 124,948,002	\$ 25,361,180	\$ 104,311,220	\$ 254,587,902		\$ 91,120,108

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

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

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

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

p Projected State Construction Act Funding

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

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

**8/3/2004 Through 09/30/07**

**Completed**

Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	
Cost of Issuance - all series	2,836,265	
Debt Service - all series	1,926,402	
Measure C Election Costs	98,238	
Total Issuance Related Expenditures	\$ 4,860,905	
Bridge Space - Moreno Valley Campus	341,637	
Bridge Space - Norco Campus	359,401	
Bridge Space - RCCD System Office	69,911	
Bridge Space - Riverside Campus	404,183	
Total Bridge Space	1,175,132	
District Phone and Voicemail Upgrades		349,000
MLK Renovation - Equipment	646,479	
MLK Renovation- Planning and Working Drawings	101,883	
MLK Renovation - Roof Repair	262,252	
Total MLK Renovation	1,010,614	
Norco - Science & Technology Building Rooms 204-206 Remodel Project	27,088	
Norco - Library Building Room 123 Remodel Project	10,121	
Norco - Student Services Building, Room 107 Remodel Project	41,480	
Norco - Theater Room 203 Remodel Project	13,107	
Norco - Center for Applied Competitive Technology Remodel Project	8,224	
Total Norco Campus Room Renovations	100,020	
Swing Space - Administration Building Remodel	186,100	
Swing Space - Lovekin Complex	3,958,309	
Swing Space - Business Education Building Remodel	129,325	
Total Swing Space	4,273,734	
Phase I - Wheelock PE Complex/Athletic Field		4,516,435
Phase I - Parking Structure (Riverside)		20,949,896
ECS Secondary Effects - Moreno Valley		288,919
RCCD System Office Purchase (Heiting Building)		2,629,981
Emergency Phone Installation		
District	10,000	
Riverside Campus	178,626	
Norco Campus	102,773	
Moreno Valley Campus	88,318	
Total Emergency Phone Installation Project	379,717	
Total Completed Projects		\$ 53,026,438

**In-Progress or Initial Phase**

Phase II - Wheelock PE Complex/Athletic Field (Planning and Working Drawings)		190,631
Physical / Life Science Secondary Effects		32,500
District Computer Systems Upgrades	126,990	
Computer System Hardware	760,000	
District Network Upgrades	150,000	
Total District Computer/Network Ugrades	1,036,990	
Quad Modernization - Building Project	5,681,990	
Quad Modernization - Equipment Project	2,563,000	
Quad Modernization - Planning and Working Drawings	490,248	
Total Quad Modernization	8,735,238	
Phase III - Norco (Planning and Working Drawings)		10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)		1,157,320
Innovative Learning Center		7,653,605
Nursing/Sciences Building (Planning and Working Drawings)		5,082,686



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

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

## **MANAGING THE BONDS**

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

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

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

### **EXTERNAL FACTORS**

#### **1. ASSESSED VALUATION GROWTH**

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

#### **2. SPENDING REQUIREMENTS, REASONABLE EXPECTATION**

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

### **3. INTEREST RATES**

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

### **4. STATE CAPITAL OUTLAY FUNDING**

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

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

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

### **5. GROWTH FUNDING**

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

## **INTERNAL FACTORS**

### **1. ENROLLMENT GROWTH**

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

### **2. INSTITUTIONAL CAPACITY**

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: November 20, 2007

Subject: Agreement with The Pepsi Bottling Group

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

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

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

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

James L. Buysse  
Interim Chancellor

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

## DISTRICT SPONSORSHIP AGREEMENT

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

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

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

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

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

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

### AGREEMENT

#### I. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

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

### A. Beverage Availability at the Facilities.

#### (1) Grant of Rights.

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

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

#### (2) Purchasing of Postmix Products.

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

#### (3) Purchasing of Packaged Products.



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

(4) Food Service.

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

(5) Vending.

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

(6) Pricing.

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

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

(1) Menu Board Advertising.

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

### III. EXCLUSIVITY.

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

### IV. CONSIDERATION.

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

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

### VII. ADDITIONAL CONSIDERATION.

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

A. Pepsi Bottling Group will provide annual Product donations of up to a total of 200 cases of soft drinks and/or water per Agreement Year across the Facilities upon request of the District, provided however, that the District will administer all requests through the District's Food Service's Manager so that the District may prioritize the requests.

B. Pepsi Bottling Group will provide annually during the Term of this Agreement, marketing funds of up to \$1,750 to be spent by the District at its sole discretion. The District will administer all requests through the Vice Chancellor of Student Services so that the District may prioritize the requests.

C. Pepsi Bottling Group will make available to RCC annually 10 custom banners each year to support campus activities. The District will administer all requests through the Vice Chancellor of Student Services so that the District may prioritize the requests.

D. Pepsi Bottling Group shall provide the District a Gatorade Side Line Kit annually to support the Athletic Department. The District will administer all requests through the District Athletic Director so that the District may prioritize the requests.

E. Each year on the anniversary date during the term of this agreement, Pepsi Bottling Group shall donate three (3) student scholarships of \$250 each, totaling \$750/ year to the Riverside Community College District Foundation.

F. Growth Incentive: In any year in which District's combined (i) purchases of bottles and cans, (ii) cases of bottle and can product sold through Pepsi's vending machines and (iii) purchases of gallons fountain syrup, exceeds Twenty Seven Thousand Four Hundred (27,400) cases/gallons, Pepsi will pay District \$2.00 per case (based on a 24pk case count) only on those cases in excess of the first 27,400 cases AND only on those bottle and can cases purchased directly from Pepsi by District (the "Volume Incentive Funds"). Although vending machine case sales and fountain gallons purchases will be credited towards the 27,400 case/gallon volume threshold, the Volume Incentive Funds will only be paid on direct purchases of bottle and can cases. Pepsi Bottling Group will provide an annual reconciliation to the Vice Chancellor of Student Services each year on the anniversary of this contract.

G. Additions:

Trailer at Lovekin location:

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

Trailer at Wheelock location:

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

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

Ice Machines:

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

VIII. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

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

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

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

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

B. Service to Equipment.

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

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

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

C. Merchandising:

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

IX. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

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

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

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

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

B. Pepsi Bottling Group's Termination Rights.

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

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

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

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

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

D. Required Actions Upon Termination

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

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

X. TAXES.

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

XI. CONFIDENTIALITY.

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

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

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

XII. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

### XIII. INDEMNIFICATION.



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

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

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

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

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

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

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

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

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

C. Indemnification Procedures.

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

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

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

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

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

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

#### XIV. INSURANCE.

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

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

XV. NOTICES.

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

If to Pepsi Bottling Group:

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

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

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

If to District:

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

XVI. ASSIGNMENT.

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

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

XVII. GOVERNING LAW.

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

XVIII. FORCE MAJEURE.

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

XIX. RELEASE, DISCHARGE OR WAIVER.

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

XX. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

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

XXI. RELATIONSHIP OF THE PARTIES.

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

XXII. EFFECT OF HEADINGS.

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

XXIII. CONSTRUCTION.

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

XXIV. SEVERABILITY.

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

XXV. AMENDMENTS.

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

XXVI. COUNTERPARTS.

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

**XXVII. FURTHER ASSURANCES.**

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

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

Riverside Community College District

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

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

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

Name: Aaron S. Brown

Name: \_\_\_\_\_

Title: Interim Vice Chancellor,  
Administration and Finance

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

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

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

Exhibit A

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

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

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

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

Exhibit B

VENDED BEVERAGES – 100% EXCLUSIVITY

Commission on sales of vended beverages:

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

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



Exhibit C

PRICES FOR POST-MIX PRODUCTS – 100% EXCLUSIVITY

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

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

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

Cups and Lids:

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

EXHIBIT C - continued

PRICES FOR PACKAGED SOFT DRINKS – 100% EXCLUSIVITY

Packaged soft drinks priced as follows:

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: November 20, 2007

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

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

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

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

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: November 20, 2007

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

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

James L. Buysse  
Interim Chancellor

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

Major Differences between 2002 & 2007 Barnes and Noble contracts:

Percentage of Sales:

2002 Contract Language:

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

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

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

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

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

2007 Proposed Contract Language:

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

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

SALES

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

Textbook Scholarships:

2002 Contract Language:

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

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

#### 2007 Proposed Contract Language:

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

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

#### Graduated Schedule for Scholarship Donation:

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

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

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

#### Commencement Consideration; Barnes & Noble's Suggested Expenditure:

##### 2002 Contract Language:

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

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

2007 Proposed Contract Language:

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

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

Accounting of Expenditures:

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

Utilities & Telephone Services:

2002 Contract Language:

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

2007 Proposed Contract Language:

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

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

Pricing Policy:

2002 Contract Language:

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

2007 Proposed Contract Language:

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

2002 Contract Language:

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

2007 Proposed Contract Language:

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



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

1. Parties and Date.

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

2. Recitals.

2.1 Program Objectives.

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

3. Terms.

3.1 Term of Agreement.

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

### 3.2 Termination.

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

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

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

### 3.3 Effect of Termination or Expiration of this Agreement.

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

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

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

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

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

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

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

#### 3.4 Location and Names of Bookstore Facilities.

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

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

#### 3.5 Services Expected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.6 District Operational Obligations.

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

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

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

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

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

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

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

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

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

### 3.7 Barnes & Noble Operational Obligations.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.8 Bookstore Management.

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

- 3.8.1 To provide the campus communities with a full range of merchandise and services expected from a quality academic bookstore.
- 3.8.2 To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for college courses, including short-term and special courses, available for purchase by students at the specific times the items are needed.
- 3.8.3 To ensure that the specified editions of texts are available for sale.
- 3.8.4 To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the campus.
- 3.8.5 To offer a significant selection of "soft goods" such as office supplies, personal care items, campus emblematic apparel, memorabilia, and other miscellaneous items.
- 3.8.6 To provide timely response to customers requiring special order literature and other such materials.
- 3.8.7 To provide textbooks at the lowest possible prices in accordance with the Textbook Pricing Policy outlined in this Agreement.
- 3.8.8 To provide other quality merchandise to the campus communities under pricing policies that are both fair and competitive for like or similar quality, as compared to other college and university bookstores, as well as with retail establishments in the surrounding area.
- 3.8.9 To keep apprised of new merchandise of interest to the campus communities.
- 3.8.10 To minimize out-of-stock situations on textbooks.
- 3.8.11 To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
- 3.8.12 To meet the needs of disabled persons. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore Facilities.
- 3.8.13 To provide employment opportunities for the campuses' students.
- 3.8.14 To become involved in the academic, cultural and social environment of the campuses, taking advantage of opportunities to offer special merchandising and other assistance based upon the campuses' ongoing and unique activities.
- 3.8.15 To service special program needs such as vouchers and direct program billings, including acceptance of scholarship checks issued by the District.

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

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

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

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

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

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

### 3.9 Calendar of Operating Hours.

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

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

### **3.10 Non-Competition.**

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

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

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

### 3.11 Merchandising Rights to Licensed Materials.

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

### 3.12 Barnes & Noble Management and Staff.

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

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

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

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

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



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

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

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

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

### 3.13 **Employment** Policies.

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

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

### 3.14 District Compensation.

#### 3.14.1 Percentage of Sales

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

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

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

#### 3.14.2 Textbook Scholarships.

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

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

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

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

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

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

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

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

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

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

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

3.15 Book Orders and Deadlines.

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

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

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

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

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

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

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

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

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

### 3.16 Used Book Purchase and Resale.

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

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

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

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

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

### 3.17 Acceptability and Sale of Merchandise.

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

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

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

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

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

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

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

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

### 3.18 Pricing Policy.

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

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

$\text{Invoice Cost} \times 1.75 = \text{Retail Selling Price}$  (rounded up to the nearest nickel).

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

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



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

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

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

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

### 3.19 Printed Materials.

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

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

### 3.20 Refunds and Exchanges.

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

### 3.21 Advertising.

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

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

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

### 3.22 Access.

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

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

### 3.23 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

3.23.2.2 Workers' Compensation and Employers Liability Coverage.

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

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

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

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

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

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

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

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

### 3.24 Indemnification.

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

### 3.25 Environmental Matters.

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

3.26 Amendment of Agreement.

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

3.27 Benefit and Binding Effect.

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

3.28 Headings; Interpretation.

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

3.29 Severability.

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

3.30 Compliance With All Laws.

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

3.31 District's Representative.

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

3.32 Barnes & Noble's Representative.

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

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

### 3.33 Delivery of Notices.

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

#### BARNES& NOBLE:

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

#### DISTRICT:

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

#### *Copy to:*

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

Such notice shall be deemed made when personally delivered, sent by facsimile, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.34 Standard of Care.

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

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

### 3.35 Laws and Regulations.

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

### 3.36 Safety.

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

### 3.37 Records.

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

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



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

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

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

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

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

### 3.38 Cooperation; **Further** Acts.

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

### 3.39 Attorney's Fees.

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

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

#### 3.40 Entire Agreement.

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

#### 3.41 Governing Law.

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

#### 3.42 Time of Essence.

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

#### 3.43 Assignment or Transfer.

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

#### 3.44 Force Majeure.

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

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

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

BARNES & NOBLE COLLEGE  
BOOKSTORES,INC.

By:  
Aaron Brown  
Interim Vice Chancellor, Finance  
and Administration

By:  
Kimberly Otte  
Vice President, Stores

*Approved as to Form:*

*Attest:*

By:  
Best Best & Krieger  
Legal Counsel

By:  
Signature  
  
Printed Name  
  
Title

## **EXHIBIT "A"**

### **BOOKSTORE FACILITIES**

The Bookstore Facilities shall be as follows:

1. RIVERSIDE CITY CAMPUS BOOKSTORE.

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

2. MORENO VALLEY CAMPUS BOOKSTORE.

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

3. NORCO CAMPUS BOOKSTORE.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: November 20, 2007

Subject: Quadrangle Modernization Project – Change Order No. 7

Background: On November 15, 2005, the Board of Trustees awarded a contract to ASR Constructors, Inc. for the modernization and construction of the Quadrangle Building located at the Riverside City Campus. The Board has previously approved Change Orders Nos. 1, 2, 3, 4, 5, & 6 bringing the total project award to \$15,868,895.

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

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

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

James L. Buysse  
Interim Chancellor

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

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



Exhibit "A"

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

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



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

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: November 20, 2007

Subject: Services Agreement – Security By Design, Inc.

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

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

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

James L. Buysse  
Interim Chancellor

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

SECURITY BY DESIGN, INC.

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

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Moreno Valley Campus, Norco Campus and Riverside Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from November 21, 2007, to the estimated completion date of June 30, 2008, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$150,000.00 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

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

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

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

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



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

Security By Design, Inc.

Riverside Community College District

---

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

---

Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Services

#### Scope of Project

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

#### Scope of Services

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: November 20, 2007

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

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

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

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

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

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

James L. Buysse  
Interim Chancellor

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

AGREEMENT BETWEEN  
  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
  
And  
  
INFORMATION TECHNOLOGY SOLUTIONS, LLC

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

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College, Moreno Valley Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from November 21, 2007, to the estimated completion date of August 1, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$112,300.00 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its

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

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

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

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

Information Technology Solutions, LLC      Riverside Community College District

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

\_\_\_\_\_  
Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Services

#### Scope of Project

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

#### Scope of Services

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

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

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

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

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

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

#### Cost Summary

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: November 20, 2007

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

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

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

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

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

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

James L. Buysse  
Interim Chancellor

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

AGREEMENT BETWEEN  
  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
  
And  
  
INFORMATION TECHNOLOGY SOLUTIONS, LLC.

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

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College, Norco Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from November 21, 2007, to the estimated completion date of April 1, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$158,400.00 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

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

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

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

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

Information Technology Solutions, LLC      Riverside Community College District

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

---

Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Services

#### Scope of Project

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

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

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

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

#### Scope of Services

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

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

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

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

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

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

*Cost Summary*

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-4

Date: November 20, 2007

Subject: March Education Center – Lease Extension

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

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

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

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

James L. Buysse  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: November 20, 2007

Subject: Adoption of Resolution No. 18-07/08 in Support of Proposition 92

Background: A presentation on Proposition 92, commonly referred to as the California Community College Initiative (CCCI), was provided at the October 9, 2007 meeting of the Board's Governance Committee. An update was requested at that time for the November Governance Committee Meeting.

Since then, the State of California Legislative Analyst's Office has issued its report on October 18, 2007 (copy of their report is attached). Additionally, a "Vote Yes on Proposition 92" website has been launched. Copies of the news release on its launch as well as a listing of supporters to Proposition 92 also are attached. Finally, it should also be noted that organized opposition to Proposition 92 has recently been initiated. These matters and the information attached and provided below were reviewed with the Governance Committee at its November 13, 2007 meeting.

Summary:

Proposition 92 has three key provisions:

A. K-14 Education Funding Level:

- Establishes a new Proposition 98 enrollment growth mechanism to provide community colleges with a separate guarantee of Proposition 98 funds, thereby splitting K-12 and community colleges. For community colleges, Proposition 92 recognizes that changing demographic numbers for enrollment between K-12 and community colleges (the former in decline while the latter is increasing) and separates the funding formula, thereby benefiting community colleges.
  - Generally, requires minimum levels of State funding for school districts and community college districts to be calculated separately, using different criteria and separately appropriated.
  - Allocates 10.46% of the current Proposition 98 School funding maintenance factor to community colleges.
- Requires a State General Fund backfill guarantee for property tax revenue shortfalls, as is the case for K-12.

B. Student Fees:

- Reduces fees to \$15 from the current \$20 per unit.
- Restricts fee increases to no more than the percentage change in per capita personal income of California residents from the second preceding year to the immediate preceding year, rounded down to the nearest whole dollar; or ten (10) percent.
- Fees cannot be increased beyond the formula unless passed by a vote of two-thirds of the membership of each house and signed by the Governor. The per unit fee level may be reduced by a statute that is passed by a majority vote of each house and signed by the Governor.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: November 20, 2007

Subject: Adoption of Resolution No. 18-07/08 in Support of Proposition 92 (*cont'*)

C. Governance:

- Establishes an independent, locally governed community college system in the State Constitution (as are UC and CSU).
- Increases the membership of the Board of Governors from 16 to 19; and changes balance of the board, by increasing the number of members with community college ties (i.e., faculty, students or trustees) from six to ten members.
- Proposed board changes:
  - 12 public members with 3 being former or current Board of Trustees (existing law is 2 being former or current trustees).
  - 2 community college students (existing law 1 student/non voting).
  - 3 current or former faculty (existing law is 2).
  - 2 community college employees (existing law is 1).
- Gives Chancellor full autonomy to appoint executive staff, instead of the Governor. Staff are no longer civil service employees (much like CSU and UC).

A Position: The Board of Governor's for the California Community Colleges has not taken a position on Proposition 92. At face value, there is a benefit to the California Community College system as well as RCCD. However, there are groups such as CTA and Cal Chamber that have come out against Proposition 92 due to funding concerns and issues of public policy regarding governance. Presently, University of California (UC) and California State University (CSU) systems have not taken positions, but their staffs have conducted analysis for each of their boards.

RCCD can be supportive of Proposition 92 through holding a press conference on campus with members of the board and students and encouraging contributions to the "Yes on 92 Campaign". However, it should be noted that all campaign efforts must be done outside of District functions, given that they are political actions.

Recommendation: It is recommended that the Board of Trustees take a position of support for Proposition 92, and adopt Resolution No. 18-07/08 formalizing Board support for Proposition 92.

James L. Buysse  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION OF SUPPORT OF THE BOARD OF TRUSTEES FOR THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOR PROPOSITION 92

RESOLUTION No. 18-07/08

WHEREAS, Proposition 92 has qualified for the February 2008 Presidential Ballot in the State of California, and is also known as the California Community College Initiative; and

WHEREAS, Proposition 92 will establish a new enrollment growth mechanism to provide community colleges with a separate guarantee of Proposition 98 funds; and

WHEREAS, Proposition 92 reduces community college fees from \$20 to \$15 per unit; and

WHEREAS, Proposition 92 restricts fee increases to no more than the percentage change in per capita personal income of California, unless passed by a vote of two-thirds of the membership of each house and signed by the Governor; and

WHEREAS, Proposition 92 establishes an independent, locally governed community college system in the State Constitution;

NOW, THEREFORE, BE IT UNDERSTOOD that the Board of Trustees of the Riverside Community College District hereby resolves its support for Proposition 92.

PASSED AND ADOPTED this 20<sup>th</sup> day of November 2007, at the regular meeting of the Riverside Community College District Board of Trustees.

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Signature, President of the Board of Trustees

## Proposition 92

# **Community Colleges. Funding. Governance. Fees. Initiative Constitutional Amendment and Statute.**

*Issued October 18, 2007 by the Legislative Analysts Office*

## **Summary**

This measure makes major changes to the State Constitution and state laws relating to the California Community Colleges (CCC). As shown in Figure 1, the measure affects CCC funding requirements, fee levels, and system governance. Each of the measure's key provisions is discussed in more detail below.

<b>Figure 1</b> <b>Proposition 92: Main Provisions</b>
<b>» Education Funding Level</b> <ul style="list-style-type: none"><li>• Changes current minimum education funding requirement into two separate requirements: one for K-12 schools and one for community colleges.</li></ul>
<b>» Student Fees</b> <ul style="list-style-type: none"><li>• Lowers community college education fees from \$20 per unit to \$15 per unit.</li><li>• Significantly limits the state's authority to increase fee levels in future years.</li></ul>
<b>» Governance</b> <ul style="list-style-type: none"><li>• Formally establishes the community colleges in the State Constitution.</li><li>• Increases the size of the community colleges' state governing board and the board's administrative authority.</li></ul>

## **Background**

California Community Colleges provide instruction to about 2.5 million students annually. The CCC system is made up of 109 colleges operated by 72 districts throughout the state. The system provides a number of educational programs, including:

- Academic instruction at the lower division (freshman and sophomore) collegiate level.
- English as a Second Language courses.
- Vocational education (such as nursing and automotive technology).
- Recreational courses (such as golf and cooking classes).

The CCC system spends over \$8 billion in public funds annually. About two-thirds of the funding that supports community college programs comes from the state General Fund and local property taxes. The remaining one-third comes from other sources (such as student fee revenue and federal funds).

# Education Funding Level

## Current Law

Each year, the state must provide at least a minimum level of funding for elementary and secondary schools (K-12) and the community colleges (together called K-14 education). This requirement, adopted by voters in 1988 through Proposition 98, is met using both state General Fund and local property tax revenues. Each year, the Proposition 98 formula calculates a new K-14 minimum amount of financial support by adjusting the previous year's level based on changes in the economy and K-12 attendance. (Community college enrollment is not a factor in calculating the minimum K-14 funding level.) An additional requirement specifies that K-14 education must receive at least a specified percentage (about 40 percent) of General Fund revenues each year.

Each year, the state allocates Proposition 98 funding between K-12 schools and community colleges. In recent years, community colleges have received between 10 percent and 11 percent of total Proposition 98 funds.

## Proposal

As noted above, existing law guarantees a certain minimum amount of annual financial support for K-14 education. Proposition 92 replaces this single requirement with two: one for K-12 education and one for community colleges. These new minimum funding requirements would take effect in 2007-08 and be based on spending in 2006-07.

The new K-12 funding formula would use the same year-to-year growth factors as under current law. The same would be true for the new CCC funding formula, with one important exception. Specifically, in place of K-12 attendance, a new growth factor based primarily on the young adult population would be used for calculating the community college minimum funding level. This population growth factor uses the greater of two population growth rates: (1) state residents between 17 and 21 years of age or (2) state residents between 22 and 25 years of age. The growth factor is further increased in any year that the state's unemployment rate exceeds 5 percent. (The state unemployment rate exceeded 5 percent in 13 of the past 15 years.) However, the measure limits the total community college population growth factor to no more than 5 percent in any year.

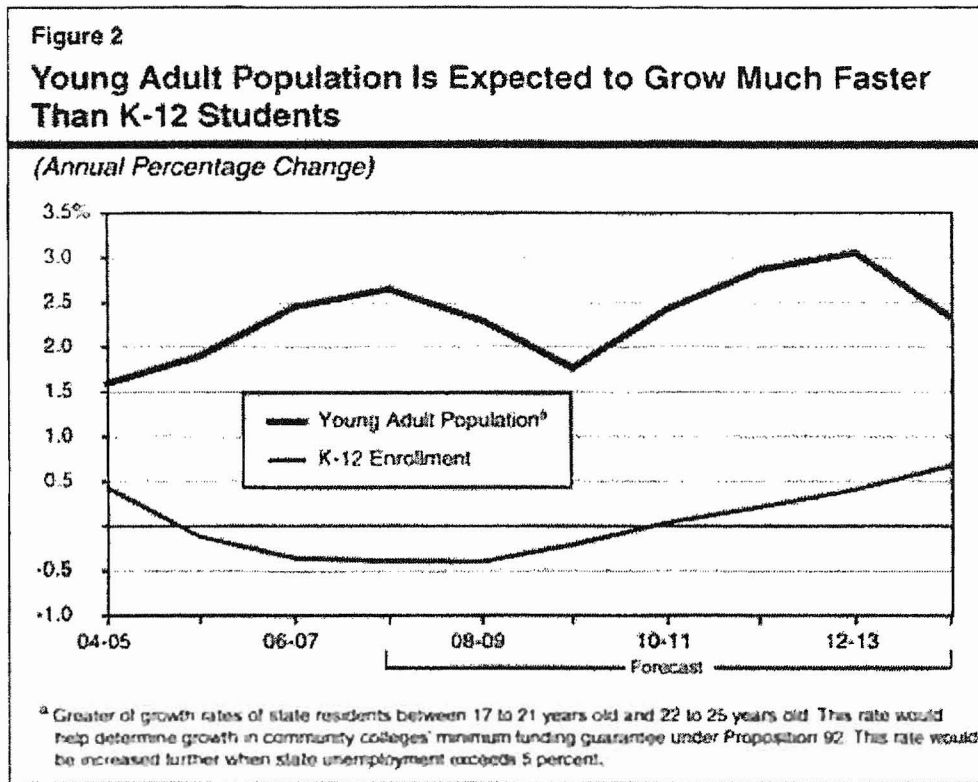
Unlike the K-12 funding guarantee, the community college funding requirement would not be adjusted to reflect how many students are actually served. That is, there would be no direct relationship between required CCC funding levels and actual student enrollment.

The measure would not change the existing requirement that roughly 40 percent of General Fund revenues be spent on K-14 education. Consequently, Proposition 92's new funding formulas would not apply in years when K-14's share of General Fund spending was less than this level. In these years, the existing single minimum funding requirement would apply and the state would continue to have discretion over how to allocate funds between K-12 schools and community colleges.

## Fiscal Effect

From 2007-08 through 2009-10, we estimate the initiative would require the state to spend more for K-14 education than under current law—an average of around \$300 million per year. This is primarily because the measure's student population growth factor under the new CCC funding requirement (the state's population of young adults) is

forecast to grow faster than K-12 attendance. As shown in Figure 2, K-12 attendance is expected to experience declines for the next few years. By contrast, the young adult population is forecast to grow between 2 percent to 3 percent for the next several years.



In the initial two years that the measure would be in effect (2007-08 and 2008-09), we estimate it would allocate roughly one-half of the increased funds to K-12 schools. (This results from the interaction between this measure and recent legislative action on K-12's budget.) Then, in 2009-10, it would direct most new funding to community colleges. Starting in 2010-11 and continuing for the near future, we do not expect that the new funding formulas established by Proposition 92 would be in effect. This is because the measure's combined minimum funding levels for K-12 schools and community colleges would most likely fall below the roughly 40 percent of state General Fund revenues to be spent on K-14 education. As noted earlier, the measure does not apply under such conditions. Instead, the minimum funding requirement for K-14 education would be calculated as it is under current law. Thus, there would be no net fiscal effect for the state in these years. In addition, the state would have the authority to allocate funding between K-12 education and the community colleges however it chose.

It is unclear when the formulas would again require the state to spend more than the required share of state General Fund revenues on K-14 education. When they did, the fiscal effect would depend on the performance of the economy as well as the relative growth rates between K-12 attendance and the CCC student population growth factor.

# Student Fees

## Current Law

As discussed above, Proposition 98 funds (General Fund and local property taxes) provide the major source of support for CCC. In addition, most students pay education fees that contribute to the community colleges' overall funding. Fee revenue is available to the community colleges for the same general purposes as Proposition 98 funding. These fees cover a small portion (less than 10 percent) of resident students' total educational costs. In 2007-08, student fees provide about \$285 million in revenue to the community colleges.

California's community college fees, which are set by the state, have consistently been the lowest in the country. Prior to 1984, the state did not charge a fee at all. In the past decade, fee levels have fluctuated between \$11 and \$26 per unit. The current per-unit fee is \$20, which means that a full-time student taking 30 units per academic year pays \$600.

About one-quarter of all CCC students do not pay any educational fees. This is because current law waives the fees for resident students who demonstrate financial need. Most of these students are low- to middle-income. Generally, a community college student living at home, with a younger sibling and married parents, could have annual family income up to roughly \$65,000 and still qualify for a fee waiver.

## Proposal

This measure reduces student fees to \$15 per unit beginning in fall 2008. Thus, total annual fees for a student taking a full-time load of 30 units during the 2008-09 academic year would be \$450, which is \$150 less than the current level. (This fee reduction would have no direct impact on needy students because fees are already waived for all students who demonstrate financial need.)

The measure also significantly limits the Legislature's authority to increase fees in subsequent years. Any fee increase would require a two-thirds vote of both houses. In addition, the measure limits annual fee increases to the lower of:

- 10 percent.
- The percentage change in per capita personal income in California (which typically averages about 4 percent).

For example, at \$15 per unit, a 4 percent growth in per capita personal income (the lower of the two formulas) would allow for an increase of 60 cents. However, since the measure also requires the rounding down of any fee increase to the nearest dollar, the fee level would remain at \$15. The measure would require a simple majority vote in the Legislature in order to *reduce* fees.

## Fiscal Effect

If the measure passes, it is likely that fees would remain at or near \$15 per unit for many years. This is because at this level the Legislature could only increase the fee if per capita personal income exceeded 6.7 percent in any given year. (This has occurred just once in the past 20 years.)

The revenue impact of a fee reduction under this measure would depend on the fee level that would have existed without this measure. If the fee level would have otherwise remained at its current amount (\$20 per unit), the community colleges would collect about \$70 million less in annual student fee revenue as a result of this measure.

## Governance

### Current Law

The State Constitution currently references the community colleges in various financial contexts (such as their eligibility for Proposition 98 funds), but it does not formally establish or define the community colleges. This has been done instead through laws adopted by the Legislature. Under current laws, the community colleges are operated by districts that are governed by locally elected Boards of Trustees. The state provides these governing boards with significant autonomy in matters such as:

- Determining course offerings.
- Hiring and compensating campus staff.
- Managing district property.

The Board of Governors (BOG) of the California Community Colleges oversees the statewide system. Key functions of BOG include:

- Setting minimum standards for districts (such as student graduation requirements).
- Coordinating statewide programs.
- Providing technical assistance to the districts.
- Appointing a chancellor to run day-to-day operations and make recommendations on policy matters. (The chancellor's executive staff—deputy and vice chancellors—are appointed by the Governor.)

The BOG consists of 17 members (16 voting and 1 nonvoting). The Governor appoints these members to terms of either two or six years. Currently, the Governor is required to select 5 of the 17 members from lists of persons approved by specified community college organizations (such as faculty and staff groups).

### Proposal

The measure amends the State Constitution to formally recognize the CCC system. For example, it specifies in the Constitution that the community college system is a part of the state's public school system, and is made up of districts that are governed by locally elected boards.

Proposition 92 makes a number of changes affecting BOG. For example, it amends the Constitution to increase the number of members to 19 (all with voting rights). In addition, the measure amends statute to require the Governor to appoint *all* BOG members from lists provided by specified community college organizations.

The measure also gives BOG more control over its staff and its budget. For example, it authorizes BOG (rather than the Governor) to appoint and set compensation levels for executive officers. Moreover, the measure gives BOG "full power" over how to spend funds appropriated for its administrative expenses in the annual budget.



Proposition 92 does not change the current responsibilities of BOG or its authority over community college districts.

## Fiscal Effect

This measure would not change the state's authority to appropriate funding for the BOG's administrative budget. As a result, it would not have any direct impact on state costs. The proposition, however, would give BOG more control over whatever funds are provided to it.

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**From:** yeson92-bounces@ccleague.net [mailto:yeson92-bounces@ccleague.net] **On Behalf Of** Jennifer Wonnacott  
**Sent:** Tuesday, November 06, 2007 9:41 AM  
**To:** yeson92@ccleague.net  
**Subject:** [Yeson92] Press Release: Prop. 92 Launches Website -www.Prop92Yes.com



## VOTE YES ON PROPOSITION 92

*“The chance for every Californian to go to college!”*

For Immediate Release  
November 6, 2007

Contact: Jennifer Wonnacott  
(916) 444-8897

### PROPOSITION 92 LAUNCHES WEBSITE – [WWW.PROP92YES.COM](http://WWW.PROP92YES.COM)

*Campaign to Give Every Californian a Chance to Go to College  
Calls on Supporters to Submit Success Stories*

SACRAMENTO — Californians for Improving Community Colleges today unveiled [www.Prop92Yes.com](http://www.Prop92Yes.com), the official website for Proposition 92, the California Community College Initiative which will be on the February 5<sup>th</sup>, 2008 statewide ballot.

Prop92Yes.com highlights the impact California’s community colleges have on the lives of the more than 2.5 million students per year who attend community colleges. California Community Colleges prepare students for four-year colleges, increase community economic development, and provide instruction in basic skills for those who need them.

The website explains that Proposition 92 opens doors for more Californians by lowering community colleges fees to \$15 per unit. It also limits the rise in future fees to the cost of living, and requires that students be notified before fees rise – no more mid-year surprises for students. It provides stable funding for California community colleges - making community colleges even more accessible and better able to serve the students – and it guarantees that the community college system is independent from state politics.

The website includes sections explaining what Proposition 92 does and who supports the initiative, as well as a section featuring student profiles. The website also includes Proposition 92 news and event photos. Supporters of Proposition 92 can use the website to find out how to get involved and to download materials supporting Proposition 92.

Proposition 92 is supported by a broad coalition of organizations, community college leaders, advocates, local trustees and students including the California Labor Federation,

California State Council of Laborers, California Federation of Teachers, the National Latina Business Women Association, the Faculty Association of California Community Colleges, the California School Employees Association, the Sacramento Metro Chamber and the Los Angeles College Faculty Guild.

###

**Tel 916-444-8897 | [www.Prop92Yes.com](http://www.Prop92Yes.com)**

YES ON PROPOSITION 92 – Californians for Improving Community Colleges, a coalition of educators and community college organizations with major funding by the California Federation of Teachers Prop/Ballot Committee, the Los Angeles College Faculty Guild and the Faculty Association of California Community Colleges.

06 - 0030

July 6, 2006

VIA MESSENGER DELIVERY

Patricia Galvan, Initiative Coordinator  
Office of the Attorney General  
1300 I Street  
Sacramento, CA 95814

**RECEIVED**

JUL 06 2006

INITIATIVE COORDINATOR  
ATTORNEY GENERAL'S OFFICE

RE: Community College Governance, Funding Stabilization, and  
Student Fee Reduction Act.

Dear Ms. Galvan:

Pursuant to Elections Code section 9002, we request that the Attorney General prepare a title and summary of the attached measure. The text of the measure, a check for \$200.00, and the addresses at which we are registered to vote are enclosed.

Also attached are the acknowledgments of the proponents required by the addition of section 9608 to the Elections Code, effective January 1, 2006.

Please direct all correspondence and inquiries regarding this measure to:

Eugene Hill  
Olson Hagel & Fishburn LLP  
555 Capitol Mall, Suite 1425  
Sacramento, CA 95814  
PH: 916.442.2952  
FX: 916.442.1280

Very truly yours,

\_\_\_\_\_  
Dennis Smith

\_\_\_\_\_  
Scott Lay

Enclosures: as stated above

SECTION 1. Title

This measure shall be known and may be cited as the "Community College Governance, Funding Stabilization, and Student Fee Reduction Act."

SECTION 2. Findings and Declarations of Purpose

The People of the State of California find and declare that:

1. California's community colleges enroll over 2.5 million students each year, providing opportunities for higher education and the skills to be competitive in California's workforce.
2. California's community colleges are affordable. Low student fees and financial aid have made community colleges a gateway to a better life for millions of Californians.
3. Business leaders call California's community colleges a vital component of our state's workforce development, contributing to a healthy economy.
4. The state can fund community college enrollment growth without raising taxes or taking funds from K-12 schools. A dual-funding mechanism under Proposition 98 will achieve both.
5. This initiative will lower student fees and prevent fees from increasing at a rate faster than the growth in personal incomes.
6. Community colleges should be accountable to taxpayers through the election of local boards facing regular election.

Therefore, the People of the State of California hereby adopt the Community College Governance, Funding Stabilization, and Student Fee Reduction Act.

SECTION 3. Section 4 of Article VII of the California Constitution is amended to read:

- SEC. 4. The following are exempt from civil service:
- (a) Officers and employees appointed or employed by the Legislature, either house, or legislative committees.
  - (b) Officers and employees appointed or employed by councils, commissions or public corporations in the judicial branch or by a court of record or officer thereof.
  - (c) Officers elected by the people and a deputy and an employee selected by each elected officer.
  - (d) Members of boards and commissions.
  - (e) A deputy or employee selected by each board or commission either appointed by the Governor or authorized by statute.
  - (f) State officers directly appointed by the Governor with or without the consent or confirmation of the Senate and the employees of the Governor's office, and the employees of the Lieutenant Governor's office directly appointed or employed by the Lieutenant Governor.
  - (g) A deputy or employee selected by each officer, except members of boards and

commissions, exempted under Section 4(f).

(h) Officers and employees of the University of California and the California State Colleges *University and executive officers of the Board of Governors of the California Community Colleges.*

(i) The teaching staff of schools under the jurisdiction of the Department of Education or the Superintendent of Public Instruction.

(j) Member, inmate, and patient help in state homes, charitable or correctional institutions, and state facilities for mentally ill or retarded persons.

(k) Members of the militia while engaged in military service.

(l) Officers and employees of district agricultural associations employed less than 6 months in a calendar year.

(m) In addition to positions exempted by other provisions of this section, the Attorney General may appoint or employ six deputies or employees, the Public Utilities Commission may appoint or employ one deputy or employee, and the Legislative Counsel may appoint or employ two deputies or employees.

SECTION 4. Section 17 is hereby added to Article IX of the California Constitution, to read:

*Sec. 17*

*The Legislature shall provide for an independent public postsecondary education system of local community college districts as part of the Public School System.*

SECTION 5. Section 18 is hereby added to Article IX of the California Constitution, to read:

*Sec. 18*

*Each local community college district within the system shall be established in accordance with law and governed by a locally elected board whose functions shall be delineated in law.*

SECTION 6. Section 19 is hereby added to Article IX of the California Constitution, to read:

*Sec. 19*

*(a) The independent postsecondary education system of local community college districts shall be coordinated by a system office governed by a Board of Governors of the California Community Colleges composed of nineteen (19) members appointed by the Governor.*

*(b) The membership of the Board of Governors of the California Community Colleges shall include twelve public members, at least three of whom are, or have been, elected local community college district board members, who shall serve six year terms. In addition there shall be two current or former community college employees, three current or former community college faculty members, who shall serve three-year terms, and two community college students, who shall serve one-year terms.*

*(c) The Board of Governors of the California Community Colleges shall have full power to employ and set the compensation for executive officers of the system office exempt from civil service pursuant to Section 4 of Article VII and to determine expenditures within the system office budget established by law.*

*(d) The work of the Board of Governors of the California Community Colleges at all times shall be directed to maintaining and continuing, to the maximum degree permissible, local authority and control in the governance and administration of the local community college*

*districts and system.*

*(e) The Legislature shall provide through the annual budget act sufficient funding for state operations to provide accountability and leadership of the system of local community college districts.*

*(f) No provisions of the Community College Governance Funding Stabilization, and Student Fee Reduction Act shall be interpreted or applied to exempt the Board of Governors, or the community colleges, from obligations imposed by law with respect to matters other than those imposed by that Act. Nor shall any provision of that Act be construed or applied to authorize the Board of Governors, or any Board officer or agent, to exercise authority with respect to the wages, hours or working conditions of employees of any community college district. Nor shall any provision of that Act be construed or applied to alter the rights of the state employees of the Chancellor's Office Community Colleges System Office with respect to the state civil service or collective bargaining as set forth in applicable law. In adopting the Community College Governance Funding Stabilization, and Student Fee Reduction Act, the People do not intend to establish the community colleges, the Board of Governors, or any individual college or district, as a "constitutional agency" as that term is used in the decisional law of this State, or to divest any community college employee or labor organization, or any community college district or governing board, of any previously accrued right, nor to affect the standards of judicial review applicable to actions of the Board of Governors, the community colleges, or any individual college or district, as to any matter other than those which affect the Board of Governors internal organization as set forth in the Community College Governance Funding Stabilization, and Student Fee Reduction Act.*

SECTION 7. Section 8 of Article XVI of the California Constitution is amended to read:

SEC. 8. (a) From all state revenues there shall first be set apart the moneys to be applied by the State for support of the public school system and public institutions of higher education.

(b) Commencing with the 1990-91 fiscal year, the moneys to be applied by the State for the support of school districts and community college districts shall be not less than the greater of the following amounts:

(1) The amount which, as a percentage of General Fund revenues which may be appropriated pursuant to Article XIII B, equals the percentage of General Fund revenues appropriated for school districts and community college districts, respectively, in fiscal year 1986-87.

(2) The amount required to ensure that the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes shall not be less than the total amount from these sources in the prior fiscal year, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment and adjusted for the change in the cost of living pursuant to paragraph (1) of subdivision (e) of Section 8 of Article XIII B. This paragraph shall be operative only in a fiscal year in which the percentage growth in California per capita personal income is less than or equal to the percentage growth in per capita General Fund revenues plus one half of one percent.

(3) (A) The amount required to ensure that the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes shall equal the total amount from these sources in the prior fiscal year, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment and adjusted for the change in per capita General

Fund revenues.

(B) In addition, an amount equal to one-half of one percent times the prior year total allocations to school districts and community colleges from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment.

(C) This paragraph (3) shall be operative only in a fiscal year in which the percentage growth in California per capita personal income in a fiscal year is greater than the percentage growth in per capita General Fund revenues plus one half of one percent.

(c) In any fiscal year, if the amount computed pursuant to paragraph (1) of subdivision (b) exceeds the amount computed pursuant to paragraph (2) of subdivision (b) by a difference that exceeds one and one-half percent of General Fund revenues, the amount in excess of one and one-half percent of General Fund revenues shall not be considered allocations to school districts and community colleges for purposes of computing the amount of state aid pursuant to paragraph (2) or 3 of subdivision (b) in the subsequent fiscal year.

(d) In any fiscal year in which school districts and community college districts are allocated funding pursuant to paragraph (3) of subdivision (b) or pursuant to subdivision (h), they shall be entitled to a maintenance factor, equal to the difference between (1) the amount of General Fund moneys which would have been appropriated pursuant to paragraph (2) of subdivision (b) if that paragraph had been operative or the amount of General Fund moneys which would have been appropriated pursuant to subdivision (b) had subdivision (b) not been suspended, and (2) the amount of General Fund moneys actually appropriated for school districts and community college districts in that fiscal year.

(e) The maintenance factor for school districts and community college districts determined pursuant to subdivision (d) shall be adjusted annually for changes in enrollment, and adjusted for the change in the cost of living pursuant to paragraph (1) of subdivision (e) of Section 8 of Article XIII B, until it has been allocated in full. The maintenance factor shall be allocated in a manner determined by the Legislature in each fiscal year in which the percentage growth in per capita General Fund revenues exceeds the percentage growth in California per capita personal income. The maintenance factor shall be reduced each year by the amount allocated by the Legislature in that fiscal year. The minimum maintenance factor amount to be allocated in a fiscal year shall be equal to the product of General Fund revenues from proceeds of taxes and one-half of the difference between the percentage growth in per capita General Fund revenues from proceeds of taxes and in California per capita personal income, not to exceed the total dollar amount of the maintenance factor.

*(f) Commencing with the 2007-08 fiscal year, in determining the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes pursuant to paragraph (2) of subdivision (b), paragraph (3) of subdivision (b), or in the calculation of the maintenance factor created under subdivision (d), the amount shall be separately calculated and appropriated by the Legislature to school districts and community college districts.*

(g) For purposes of calculating the total allocations to school districts pursuant to this section, "changes in enrollment" shall be measured by the percentage change in average daily attendance. However, in any fiscal year, there shall be no adjustment for decreases in enrollment between the prior fiscal year and the current fiscal year unless there have been decreases in enrollment between the second prior fiscal year and the prior fiscal year and between the third prior fiscal year and the second prior fiscal year.

*(h) For the purposes of calculating the total allocations to community college districts*



*pursuant to this section, "changes in enrollment" shall be measured by the change in the population served by the independent system of public community colleges and other appropriate factors determined pursuant to statute.*

*(i) Subparagraph (B) of paragraph (3) of subdivision (b) may be suspended for one year only when made part of or included within any bill enacted pursuant to Section 12 of Article IV. All other provisions of subdivision (b) may be suspended for one year by the enactment of an urgency statute pursuant to Section 8 of Article IV, provided that the urgency statute may not be made part of or included within any bill enacted pursuant to Section 12 of Article IV.*

SECTION 8. *Section 41210 is added to the Education Code, to read:*

*41210. Notwithstanding any other provision of law, "total allocations to school districts and community college districts" shall not include any of the following:*

*(a) Any program that was funded by the General Fund and Local Property Taxes in the 2004-05 fiscal year, but not considered as total allocations to school districts and community college districts for the purposes of this section in the 2004-05 fiscal year.*

*(b) Repayment of bonded indebtedness issued pursuant to the State General Obligation Bond Law (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code or its successors or issued after the effective date of this statute pursuant to Chapter 3.7 (commencing with Section 15820.30) or Chapter 3.8 (commencing with Section 15820.50) of Part 10b of Division 3 of Title 2 of the Government Code or its successors.*

SECTION 9. *Section 41211 is added to the Education Code, to read:*

*41211. (a) "Changes in enrollment" pursuant to subdivision (h) of Section 8 of Article XVI of the Constitution shall be the greater of:*

- (1) The percentage change in population from the second preceding year to the preceding year of the population of residents of the state between age seventeen (17) and age twenty-one (21), inclusive, or*
  - (2) The percentage change in population from the second preceding year to the preceding year of the population of residents of the state between age twenty-two (22) and age twenty-five (25), inclusive.*
- (b) The amount calculated for "changes in enrollment" in subsection (a) shall be increased by the positive difference of the percentage rate of unemployment of California residents from the third quarter of the preceding year less five (5) percent.*
- (c) If the amount calculated for "changes in enrollment" pursuant to subsections (a) and (b) is less than one (1) percent and the percentage of residents of the state enrolled in community colleges is less than the average percentage of residents enrolled in community colleges in the preceding twenty years, "changes in enrollment" shall be one (1) percent.*
- (d) Notwithstanding subsections (a) and (b), in no year shall "changes in enrollment" pursuant to subdivision (h) of Section 8 of Article XVI of the Constitution exceed five (5) percent.*

SECTION 10. *Section 41212 is added to the Education Code, to read:*

*41212. Notwithstanding any other provision of law, 10.46 percent of any funds allocated as*

repayment of the maintenance factor pursuant to subdivision (e) of Section 8 of Article XVI of the California Constitution existing on the effective date of this statute shall be allocated to community colleges.

SECTION 11. Section 41213 is added to the Education Code, to read:

41213. (a) For the purposes of determining the amount required to be appropriated for community colleges pursuant to subdivision (b) of Section 8 of Article XVI of the California Constitution, the amount calculated and appropriated for community colleges shall be not less than the greater of the following amounts:

- (1) The total General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes appropriated for the support of community colleges in the 2005-06 fiscal year, adjusted by subdivision (b) of Section 8 of Article XVI of the California Constitution for each subsequent year until the effective date of this statute.
- (2) The total General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes appropriated for the support of community colleges in the 2006-07 fiscal year, adjusted by subdivision (b) of Section 8 of Article XVI of the California Constitution for each subsequent year until the effective date of this statute.

SECTION 12. Section 70901.5 of the Education Code is amended to read:

70901.5. (a) ~~The board of governors~~ Board of Governors of the California Community Colleges shall establish procedures for the adoption of rules and regulations governing the California Community Colleges. Among other matters, the procedures shall implement the following requirements:

(1) Written notice of a proposed action shall be provided to each community college district and to all other interested parties and individuals, including the educational policy and fiscal committees of the Legislature and the Department of Finance, at least 45 days in advance of adoption. The regulations shall become effective no earlier than 30 days after adoption.

(2) The proposed regulations shall be accompanied by an estimate, prepared in accordance with instructions adopted by the Department of Finance, of the effect of the proposed regulations with regard to the costs or savings to any state agency, the cost of any state-mandated local program as governed by Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code, any other costs or savings of local agencies, and the costs or savings in federal funding provided to state agencies.

(3) ~~The board of governors~~ Board of Governors of the California Community Colleges shall ensure that all proposed regulations of the board meet the standards of "necessity," "authority," "clarity," "consistency," "reference," and "nonduplication," as those terms are defined in Section 11349 of the Government Code. A district governing board or any other interested party may challenge any proposed regulatory action regarding the application of these standards.

(4) Prior to the adoption of regulations, ~~the board of governors~~ Board of Governors of the California Community Colleges shall consider and respond to all written and oral comments received during the comment period.

(5) The effective date for a regulation shall be suspended if, within ~~30~~ 60 days after adoption by ~~the board of governors~~ Board of Governors of the California Community Colleges, at least two-thirds of all local district governing boards vote, in open session, to disapprove the regulation. With respect to any regulation so disapproved, ~~the board of governors~~ Board of

*Governors of the California Community Colleges* shall provide at least 45 additional days for review, comment, and hearing, including at least one hearing before the board itself. After the additional period of review, comment, and hearing, the board may do any of the following:

(A) Reject or withdraw the regulation.

(B) Substantially amend the regulation to address the concerns raised during the additional review period, and then adopt the revised regulation. The regulation shall be treated as a newly adopted regulation, and shall go into effect in accordance with those procedures.

(C) Readopt the regulation as originally adopted, or with those nonsubstantive, technical amendments deemed necessary to clarify the intent of the original regulation. If the ~~board of~~ *Board of Governors of the California Community Colleges* decides to readopt a regulation, with or without technical amendments, it shall also adopt a written declaration and determination regarding the specific state interests it has found necessary to protect by means of the specific language or requirements of the regulation. A readopted regulation may then be challenged pursuant to existing law in a court of competent jurisdiction, and shall not be subject to any further appeal within the California Community Colleges.

~~—(6) As to any regulation which the Department of Finance determines would create a state-mandated local program cost, the board of governors shall not adopt the regulation until the Department of Finance has certified to the board of governors and to the Legislature that a source of funds is available to reimburse that cost.~~

~~—(7) (6)~~ Any district or other interested party may propose a new regulation or challenge any existing regulation.

(b) Except as expressly provided by this section, and except as provided by resolution of the ~~board of governors~~ *Board of Governors of the California Community Colleges*, the provisions of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code shall not apply to regulations adopted by the ~~board of governors~~ *Board of Governors of the California Community Colleges*.

SECTION 13. *Section 71000 of the Education Code is amended to read:*

71000. There is in the state government a Board of Governors of the California Community Colleges, consisting of 16 19 voting members ~~and one nonvoting member~~, appointed by the Governor, as follows:

(a) ~~Twelve~~ *Twelve public* members, each appointed with the advice and consent of two-thirds of the membership of the Senate to six-year staggered terms. ~~Two~~ *Three* of these members shall be current or former elected members of local community college district governing boards, *appointed from a list of at least three persons submitted to the Governor by the statewide organization representing locally elected community college trustees recognized to participate in the consultation process established by subsection (e) of Section 70901.*

(b) (1) (A) ~~One~~ *Two* voting student members, *who shall serve one-year terms.* ~~and one nonvoting student member, who exercise their duties in accordance with the procedure set forth in paragraph (3).~~

(B) These students shall be enrolled in a community college with a minimum of five semester units, or its equivalent, at the time of the appointment and throughout the period of their terms, or until a replacement has been named. A student member shall be enrolled in a community college at least one semester prior to his or her appointment, and shall meet and maintain the minimum standards of scholarship prescribed for community college students.

(C) Each student member shall be appointed from a list of names of at least three persons

submitted to the Governor by the ~~California Student Association of Community Colleges statewide organizations representing community college student governments recognized to participate in the consultation process established by subsection (e) of Section 70901.~~

~~—(2) The term of office of one student member of the board shall commence on July 1 of an even-numbered year, and expire on June 30 two years thereafter. The term of office of the other student member of the board shall commence on July 1 of an odd-numbered year, and expire on June 30 two years thereafter. Notwithstanding paragraph (1), a student member who graduates from his or her college on or after January 1 of the second year of his or her term of office may serve the remainder of the term.~~

~~—(3) During the first year of a student member's term, a student member shall be a member of the board and may attend all meetings of the board and its committees. At these meetings, a student member may fully participate in discussion and debate, but may not vote. During the second year of a student member's term, a student member may exercise the same right to attend meetings of the board, and its committees, and shall have the same right to vote as the members appointed pursuant to subdivisions (a) and (c).~~

~~—(4) Notwithstanding paragraph (3), if a student member resigns from office or a vacancy is otherwise created in that office during the second year of a student member's term, the remaining student member shall immediately assume the office created by the vacancy and all of the participation privileges of the second-year student member, including the right to vote, for the remainder of that term of office.~~

~~(c) Two Three voting current or former tenured faculty members from a community college, who shall be appointed for two three-year terms. The Governor shall appoint at least two of the each faculty members from a lists each faculty member from a list of names of at least three persons furnished by the Academic Senate of the California Community Colleges. Each seat designated as a tenured faculty member seat shall be filled by a tenured faculty member from a community college pursuant to this section and Section 71003.~~

~~(d) One Two voting classified current or former employees, who shall be appointed by the Governor for three-year terms a two-year term. The Governor shall appoint at least one of the employees the classified employee member from a list of at least three current classified employees persons furnished by the exclusive representatives of classified employees of the California Community Colleges. The Governor shall appoint one of the employees from a list of at least three persons submitted to the Governor by the statewide organization representing community college chief executive officers recognized to participate in the consultation process established by subsection (e) of Section 70901.~~

SECTION 14. *Section 71003 of the Education Code is amended to read:*

71003. (a) Except for the student members, the faculty members, and the classified employee members appointed by the Governor, any vacancy in an appointed position on the board shall be filled by appointment by the Governor, subject to confirmation by two-thirds of the membership of the Senate. A vacancy in the office of a student member, a faculty member, or the classified an employee member shall be filled by appointment by the Governor.

(b) *Except in the case of the student members, the appointee to fill a vacancy shall hold office only for the balance of the unexpired term. Vacancies in the student member positions shall be filled by an appointment by the Governor for a full one-year term.*

SECTION 15. *Section 71090.5 of the Education Code is amended to read:*

71090.5. ~~In addition to the position authorized by Pursuant to~~ subdivision (e) of Section 4 of Article VII of the California Constitution, ~~the Governor, with the recommendation of the board of governors~~ the Board of Governors of the California Community Colleges shall appoint a Chancellor and up to six deputy chancellors and vice chancellors, who shall be exempt from state civil service. The appointments shall not exceed an aggregate total of six seven, for both the positions appointed pursuant to this section. ~~of deputy and vice chancellor.~~

SECTION 16. Section 76301 is added to the Education Code, to read:

76301. (a) Notwithstanding any other provision of law, the fee prescribed by Section 76300 shall be fifteen dollars (\$15) per unit per semester or the fee existing on the effective date of this statute, whichever is lower.

(b) The fee prescribed by Section 76300 and this section shall not be increased in any year by an amount exceeding the lesser of:

(1) the percentage change in per capita personal income of California residents from the second preceding year to the immediate preceding year, rounded down to the nearest whole dollar; or

(2) ten (10) percent.

(c) This section shall be effective with the first full fall academic term commencing at least sixty (60) days following the effective date of this statute.

SECTION 17. Section 76301.5 is added to the Education Code, to read:

76301.5 (a) The Legislature shall allocate to any community college district that does not receive general fund revenues through the community college apportionment because the district's local property tax and student fee revenue exceeds the general revenue calculated for the district in the annual budget act an amount equal to the total revenue that would have been generated by the district if the fee otherwise had remained at the level on the day preceding the effective date of this statute.

(b) This section shall only be effective in years in which the fee prescribed by this chapter is less than the fee existing on the day preceding the effective date of this statute.

SECTION 18. Section 84754 is added to the Education Code, to read:

(a) Notwithstanding any other provision of law, decreases in FTES shall result in revenue reductions made evenly over a three-year period beginning in the year following the initial year of decrease in FTES.

(b) Districts shall be entitled to the restoration of any reductions in apportionment revenue due to decreases in FTES during the three years following the initial year of decrease in FTES if there is a subsequent increase in FTES.

(c) No district shall be entitled to revenue stability pursuant to subsection (a) for more than ten percent of its pre-decline total FTES, unless the Chancellor issues a finding that the decline was the consequence of a natural or man-made disaster or a regionalized financial calamity.

(d) By enacting this section, the People intend to maintain access for students and provide fiscal stability for community college districts and their employees during periods of enrollment instability.

## SECTION 19. GENERAL PROVISIONS

### *(a) Conflicting Measures:*

*(1) This measure is intended to be comprehensive. It is the intent of the people that in the event that this measure and another initiative measure or measures relating to the same issue shall appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void.*

*(2) If this measure is approved by the voters but superseded by law by any other conflicting ballot measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.*

*(b) Severability: The provisions of this act are severable. If any provision of this chapter or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.*

*(c) Amendment: The provisions of Sections 8 through 15, inclusive, and Section 17 of this act may be amended by a statute that is passed by a vote of four-fifths of the membership of each house of the Legislature and signed by the Governor. All amendments to Sections 8 through 15, inclusive, of this act shall be to further the act and shall be consistent with its purposes. The per unit fee level set by subsection (a) of Section 16 of this act may be increased pursuant to subsection (b) of Section 16 of this act by a statute specifically and exclusively for that purpose that is passed by a vote of two-thirds of the membership of each house and signed by the Governor. The per unit fee level set by subsection (a) of Section 16 of this act may be reduced by a statute that is passed by a majority vote of each house and signed by the Governor.*



MINUTES OF THE BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE MEETING  
OF OCTOBER 9, 2007

Chairperson Medina called the committee to order at 5:00 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College. CALL TO ORDER

Committee Members Present

Mr. José Medina, Committee Chairperson  
Mrs. Janet Green, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus  
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus  
Dr. Richard Mahon, Academic Senate Representative,  
Riverside City College and District  
Mr. Gustavo Segura, CSEA Representative  
Ms. Kathleen Sell, CTA Representative

Resource Persons Present

Dr. James L. Buisse, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Ms. Marilyn Jacobsen, Director, Center for International Students and Programs  
Dr. Dariush Haghighat, Associate Professor, Political Science  
Dr. Fernando Salcedo, Associate Professor, Spanish  
Ms. Jan Schall, Associate Professor, Sociology  
Dr. Ward Schinke, Associate Professor, Political Science  
Mr. Jeff Williamson, Statewide Director, Center for International  
Trade and Development

Dr. Maghroori introduced faculty who presented information about different aspects of the District's international education programs: Dr. Haghighat addressed the District's curriculum-based international education; Ms. Schall spoke to the Study Abroad Program; Dr. Salcedo reviewed the college's world language offerings; Ms. Jacobsen presented an overview of the international students and programs, and the World Affairs Council; Dr. Schinke reviewed the Model United Nations Program; and Mr. Williamson presented an overview of the Center for International Trade Development. Discussion followed.

INTERNATIONAL EDUCATION



Dr. Maghroori led the committee review of questions and answers about the schedule of classes made by Vice Chairperson Green. Discussion followed.

UPDATE ON SCHEDULE OF CLASSES

Dr. Maghroori introduced Dr. David Baker, Associate Professor, Sociology, and Dr. Robert Prior, Associate Professor, Mathematics, who distributed their Sabbatical Leave Reports. Discussion followed.

SABBATICAL LEAVE REPORTS

The committee adjourned the meeting at 6:10 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING OF OCTOBER 9, 2007

Chairperson Blumenthal called the committee to order at CALL TO ORDER  
6:15 p.m., in Board Room AD122, O. W. Noble  
Administration Building, Riverside City College.

Committee Members Present

Ms. Virginia Blumenthal, Committee Chairperson  
Mr. José Medina, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Ms. Janet Green, Secretary, Board of Trustees  
Dr. James L. Buisse, Interim Chancellor  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus  
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus  
Dr. Richard Mahon, Academic Senate Representative,  
Riverside City College and District  
Mr. Houtan Homaizad, ASRCC Representative  
Mr. Gustavo Segura, CSEA Representative  
Ms. Karen Skiba, CTA Representative

Resource Persons Present

Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff

Ms. Carlson presented an overview of the initiative,  
Proposition 92, which has qualified for the California  
Primary Election on February 5, 2008. If passed it:  
establishes an independent, locally governed community  
college system in the State constitution, and a new  
Proposition 98 enrollment growth mechanism to provide  
the community colleges with a separate guarantee of those  
funds; requires state General Fund backfill guarantee for  
any community college district that experiences a property  
tax revenue shortfall; increases the membership of the  
Board of Governors from 16 to 19 voting members;  
exempts Executive Officers of the Board of Governors  
from civil service status and allows the Chancellor of the  
California Community Colleges to choose up to six  
appointments; and reduces student fees from \$20 to \$15  
per unit, requiring a 2/3 voting threshold to raise fees in  
the future, beyond the cost of living. Discussion followed.

COMMUNITY COLLEGE INITIATIVE

The committee adjourned the meeting at 6:30 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING OF OCTOBER 9, 2007

Chairperson Takano called the committee to order at 6:35 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson  
Ms. Virginia Blumenthal, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees (arrived at 7:05 p.m.)  
Ms. Janet Green, Secretary, Board of Trustees  
Mr. Aaron Brown, Interim Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Mr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus  
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus  
Mr. Richard Mahon, Academic Senate Representative,  
Riverside City College and District  
Ms. Tamara Caponetto, CSEA Representative, Norco Campus  
Ms. Tish Chavez, Confidential Representative, Riverside City College  
Ms. Karin Skiba, CTA Representative, Norco Campus

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irving Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations

Mr. Brown led the committee review of an agreement to provide banking services for the District and Foundation. Discussion followed.

APPROVAL OF AGREEMENT  
WITH CITIZENS BUSINESS  
BANK FOR BANKING  
SERVICES

Mr. Brown led the committee discussion about the 2007-2008 budget proposal.

2007-2008 BUDGET – PUBLIC  
HEARING AND BUDGET  
ADOPTION

The committee adjourned the meeting at 5:47 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-A

DATE: November 20, 2007

Subject: Selection of the Chancellor Search Committee

Background: At the special Board meeting of November 13<sup>th</sup>, the Board of Trustees determined the search process for the next Chancellor of the Riverside Community College District:

1. There will be 15 members of the Chancellor Search Committee;
2. The Committee will be chaired by a Trustee and Vice-Chair;
3. The Committee is charged to review the applications, interview applicants and forward 7-9 unranked candidates to the full Board;
4. The Board will then interview and select up to four finalists to be invited to participate in open public forums and tours of the campuses; and
5. The Board of Trustees will interview the finalists and make a selection.

The Chancellor Search Committee will be comprised of 15 members selected by the Board of Trustees, representative of the various constituent groups of the District, as follows:

- 2 Trustees (Blumenthal/Medina)
- 1 CSEA Representative
- 1 Confidential Representative
- 1 CTA Representative
- 1 CTA Part-Time Faculty Representative
- 3 Academic Senate Representatives (one from each of the three campuses)
- 1 Administrator (selected by the Management Association)
- 1 ASRCC Student Representative
- 1 RCCD Foundation Board Representative
- 3 Community members (to be selected by the three Board members not serving on this committee)

15 Total Membership

Recommended Action: It is recommended that the Board of Trustees receive the nominations for committee membership and appoint the members as designated to serve on the Chancellor Search Committee.



Mary Figueroa, President  
Board of Trustees

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-B

Date: November 20, 2007

Subject: District Counseling Services

Background: A report on District Counseling Services was included in the October 16, 2007, agenda for the Board of Trustees meeting in response to Trustee Green's September 5, 2007, request for specific information concerning counseling services across the District. Attached hereto is a response to additional questions concerning this matter posed by Trustee Green. This material, as well as a more comprehensive reporting on counseling services, will be brought to the Board's Teaching and Learning Committee for discussion in the near future.

Information Only.

James L. Buysse  
Interim Chancellor

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

### Head Count Unduplicated

Moreno Valley 16,830 or 29% of district total  
 Norco 13,850 or 23.9% of district total  
 Riverside 27,263 or 47% of district total

**Question:** *Are these numbers fairly accurate?*  
 Yes, the unduplicated campus headcount numbers are correct. However, because 9,023 students attended more than one campus during this time period, when you add these numbers, the resulting District headcount is duplicated—therefore, the percentages are not correct. The unduplicated headcount for the District in 06/07 was 47,919.

### FTE Counselors by Program

**Question:** *What is the breakdown of regular contract counselors funded by the district and those paid for with categorical monies?*  
 The following chart demonstrates the number of counselors funded through categorical programs:

<b>FTE COUNSELORS BY PROGRAM</b>				
	<b>Riverside</b>	<b>Norco</b>	<b>Moreno Valley</b>	<b>TOTAL</b>
EOPS	2	0	0	<b>2</b>
Puente	2	2	2	<b>6</b>
Title V (includes CAP)	1	1	1	<b>3</b>
Financial Aid	2	0	0	<b>2</b>
DSPS	3	1	1	<b>5</b>
Teacher Prep	1	0	0	<b>1</b>
Vocational	1	0	0	<b>1</b>
Workforce (CalWORKS only)	1.8	.2	1	<b>3</b>
Athletics	0	0	0	<b>0</b>
International Students	.4	n/a	n/a	<b>.4</b>
<b>Total</b>	<b>14.2</b>	<b>4.2</b>	<b>5</b>	<b>23.4</b>

In addition, there are twenty-one generalist counselors within the Riverside Community College District. Most of these are funded by the District general fund. These twenty-one positions are distributed as follows: Riverside (13), Norco (4) and Moreno Valley (4).

**Question:** *What happens to counseling services if the categorical money is no longer available?*

While is this may be possible, it is not probable that all categorical money would no longer be available. If categorical programs are discontinued, some of the students served through those programs might not attend college. Those who do attend would see general counselors. In any event, it is speculative as to what the District might do with respect to the discontinuance of Categorical funding.

**Question:** *You indicated that we have 1 FTE Veterans counselor can you tell us about this persons background or is this person many persons cobbled together to serve the population?*

This was stated in error. The Articulation Officer, who also serves as the Counseling Department Chair, has assumed the duty of providing student educational plans for Veterans as a part of her 1FTEF. However, she also has the option of performing this function as an overload when necessary.

**Question:** *You indicated that we have no person serving as a counselor in the athletics area within the district is this normal?*

Most colleges with our number of student-athletes and teams do have a dedicated staff member to provide athletic advising. Because we do not have a dedicated counselor for our student-athletes, two generalist counselors have assumed this responsibility as a part of their load.

**Question:** *Is any portion of the counseling budget used to augment athletics directly or indirectly with administrative, coaching salaries or equipment anywhere in the district?*

The head football coach, who started at the college as a counselor, has 20% release time to contribute to the counseling of approximately 120 student-athletes in the football program. Two additional full-time generalist counselors mentioned above are also NCAA knowledgeable. These two counselors participate in athletic orientation sessions and student athletes are generally referred to them for academic advising. When these specific counselors are not available, student-athletes will make appointments to see any available counselor for their mandatory student educational plan.

**Question:** *You indicated on page 2, item 3, that certain programs require counselors to see only students involved in that program can you identify these programs and explain the rationale behind this requirement? Is it a title regulation or educational code requirement?*

Categorically funded programs that fund counselors generally are mandated by either educational code (e.g. EOPS) or program requirements (e.g. CalWORKs) to serve only students within the designated program. These programs include: EOPS, Puente, DSPS and CalWORKs (a part of Workforce Preparation). In addition, a part-time counselor is funded through international student fees to counsel international students.

**Question:** *On page 1, item 7 you identify 1 FTE counselor that does not have direct student contact what is the assignment and why would you count them as full time counselor if they don't perform a counseling function?*

The 1 FTEF counselor has 100% reassigned time to perform the duties of the Counseling Department Chair (40%) and Articulation Officer (60%). This role directly supports counseling functions.

**Students seen by General Counseling 8/1 to 8/31 (eighteen days)**

Moreno Valley	882 or 13.2% of district total	49 students per day
Norco	1,218 or 18% of district total	67 students per day
Riverside	4,547 or 68.4% of district total	252 students per day  (3 to 5 times higher than the new campuses)

**Question:** *Why did the Riverside Campus see so many more students than the other two campuses?*

Actually, the numbers above do not reflect all students seen at Norco and Moreno Valley. These campuses did not log students into the system unless they were completing paperwork (such as readmit contracts, student educational plans etc.), while Riverside recorded all students who walked in to see a counselor during that month. Additionally, Riverside has a much larger student population than Moreno Valley or Norco.

**Question:** *Were services readily available at the Moreno Valley and Norco campuses or were some of their students using the Riverside Campus because they were unable to access services at their respective home campuses?*

Yes, services were readily available to students on all three campuses during August and throughout the year. There is no evidence to support the suggestion that students were unable to access services at their respective home campus.

**Question:** *I would like to clarify that according to your numbers on page 3 during the month of August 2007 no students were seen by the following programs: Puente, Title V (CAP), Teacher Prep, Veterans, and Vocational. Is this accurate? If so why? In addition, can you explain the zero contacts in EOPS and the low number of contacts in Financial Aid and DSPS for the same period?*

The data is accurate; it was supplied by the program leaders. These programs fund full time counselors who are not on contract during the month of August. Counselors are contracted to work during the fall and spring semesters. If the programs do not have the funding for adjunct counseling then they are unable to fund counselors outside the contracted months. However, the students in these programs could have been seen during the summer months. Any student is able to request an appointment with a general counselor throughout the year.



**Question:** *On page 4, Chart 3 you indicate that the counselor to student ratio is 1:1,847, However, on pages 10 and 11 of the Counseling Departments 2005-2006 Program Review, which I believe, was suppose to be part of the \*accreditation study, states that the ratio for the Riverside Campus is 1:2,841 , the Norco Campus is 1:3,123 and the Moreno Valley Campus is 1: 2,732, can you explain the disparity?*

We are unable to explain the disparity, as administration was not involved in the development of the counseling discipline's program review. We are taking steps to ensure this disparity does not continue in the future.