

- Recommend approval of calendar for the 2006-2007 academic year.
Recommended Action: Request for Approval

III. Student Report

IV. 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
- (c) Long-Term, Temporary Faculty
- (d) Special Assignments
- (e) Overload Assignments
- (f) Part-Time Faculty, Hourly Assignments
- (g) Child Development Center Hourly Employees
- (h) Department Chairs, Academic Year 2005-06
- (i) Extra-Curricular Activities, Academic Year 2005-2006

2. Request to End Unpaid Leave of Absence

3. Recommendation Not to Reemploy – Temporary Employees

4. Recommendation Not to Reemploy – Non-Tenure Track Employees in Categorically Funded Positions

5. Salary Placement Adjustment

6. Adjustment of Effective Date of Employment
7. Separation
- b. Classified Personnel
 1. Appointments
 - (a) Management/Supervisory
 - (b) Management – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded (None)
 - (e) Professional Experts (None)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Community Education Programs (None)
 - (i) Special Assignment
 2. Professional Growth Achievement Steps
 3. Requests for Permanent Increase in Workload for Permanent Part-time Position
 4. Return to Regular Workload for Bargaining Unit Employee
 5. Return to Regular Workload for Categorically-Funded Employees
 6. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
 4. Separation
2. Purchase Order and Warrant Report -- All District Funds - Purchase orders and warrant reports issued by the Business Office.

3. Annuities
 - Tax shelter annuities for employees, amendments and terminations.
4. Budget Adjustments
 - a. Budget Adjustments
 - Request approving 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. 17-05/06 Nuview Bridge Early College High School Program
 - Recommend adopting a resolution to add income and expenditures to the adopted budget contingent on approval of Board Report No. V-A-4-a dated February 21, 2006.
 2. Resolution to Amend Budget – Resolution No. 18-05/06 VTEA 1-C Program
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
 3. Resolution to Amend Budget – Resolution No. 20-05/06 2005-2006 Gateway to College Early College High School Program
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
 - c. Contingency Budget Adjustments
 - Request approving a contingency budget transfer as presented.
5. Bid Awards
 - a. Award of Bid – Ceramics Building Roof Replacement
 - Recommend awarding a bid for the roof replacement of the Ceramics Building.
 - b. Piggyback Lease for Digital Copiers using County of Los Angeles Contract #41386/55754/12197801 with OCE-USA Inc.

- Recommend approving to piggyback lease for copiers as authorized by Section 20118 of the Public Contract Code.

6. Donations
 - Recommend accepting the listed donated items.
7. Out-of-State Travel
 - Recommend approving out-of-state travel requests.
8. Grants, Contracts and Agreements
 - a. Agreement with Freeway Business Park Investors, LLC
 - Recommend approving the agreement for storage for the Landis Performing Arts Center.
9. Other Items
 - a. 2006-2007 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 19-05/06
 - Recommend approving a resolution authorizing the borrowing of funds for fiscal year 2006-2007, the issuance and sale of a 2006-2007 Tax and Revenue Anticipation Note, participation in the California School Cash Revenue Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note, and authorizing the signature of appropriate documents.
 - b. Surplus Property
 - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000 and authorizing the property be consigned to 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, 2005 through December 31, 2005.

Information Only

V. Board Committee Reports

- A. Academic Affairs and Student Services

1. Academic Affairs
 - a. Proposed Curricular Changes
 - Recommend approving the curricular changes for inclusion in the District's catalog and in the schedule of class offerings.

Recommended Action: Request for Approval

2. Nursing
 - a. Affiliation Agreement with Mountain View Child Care Inc. dba Totally Kids® Specialty Healthcare
 - Recommend ratifying the affiliation agreement to provide clinical experience sites for nursing students.

 - b. Amendment to Agreement with Valley Health System, dba Moreno Valley Community Hospital, Hemet Valley Medical Center and Menifee Valley Medical Center
 - Recommend ratifying the amendment and renew the current affiliation agreement.

Recommended Action: Request for Approval

 - c. Agreement with Catholic Healthcare West
 - Recommend approving the affiliation agreement that provides a site for clinical experience for nursing students.

Recommended Action: Request for Approval

3. Performance Riverside
 - a. Agreement with Jim Book
 - Recommend approving the agreement for lighting design services for the Performance Riverside production of Smokey Joe's Café.

Recommended Action: Request for Approval

 - b. Agreement with Skagit Valley College
 - Recommend ratifying the agreement for lease of theatrical furnishings and equipment for How to Succeed in Business Without Really Trying.

Recommended Action: Request for Ratification

4. Moreno Valley Campus
 - a. Agreement with Foundation for California Community Colleges

- Recommend ratifying the grant agreement to establish an Early College High School in collaboration with Nuvview Union School District.

Recommended Action: Request for Ratification

5. Public Safety Education and Training

- a. Agreement with County of Riverside
- Recommend ratifying the agreement that provides for a continuity officer for the Basic Peace Officers training program.

Recommended Action: Request for Ratification

6. Norco Campus

- a. Agreement with Reille Consulting Group, Inc.
- Recommend approving the agreement to identify training needs in the Inland Empire for computer information systems, technical and soft skills.

Recommended Action: Request for Approval

7. Institutional Effectiveness

- a. Agreement with the National Student Clearinghouse
- Recommend approving the agreement to provide Student Tracker services to monitor RCCD student attendance at other institutions of higher education throughout the nation.
- b. Agreement with OmniPlatform Software Corporation
- Recommend approving the agreement for custom software development.

Recommended Action: Request for Approval

8. Workforce Preparation

- a. Agreement with Deborah Patrice Brown
- Recommend approving the agreement for services to provide workshops for Foster and Kinship Youth Care Program.

Recommended Action: Request for Approval

- b. Agreements Concerning Gateway to College Early College High School
- Recommend receiving information regarding additional funding to Gateway to College Early College High School.

Information Only

9. Student Services
 - a. Revised Regulations for Student Discipline and Due Process – Policy and Regulations 6080 – Second Reading
- Recommend approving the revised Regulations 6080.
Recommended Action: Request for Approval

10. Grant and Contract Services
 - a. Agreement with Clarke and Associates
- Recommend approving the agreement for the development of Title V (Developing Hispanic Serving Institutions) Cooperative Program proposals for the Norco and Moreno Valley Campuses.
Recommended Action: Request for Approval

- B. Planning and Development
 1. A Review of Facilities Planning and Construction Management Including Recommended Actions
- Recommend adopting a facility planning model and approving the recommendations contained in the consultant report entitled “A Review of Facilities Planning and Construction Management.”
Recommended Action: Request for Approval

- C. Personnel and Labor Relations (None)

- D. Finance and Audit
 1. Item pulled.
 2. Proposed Budget and Measure C Allocation for the Quadrangle Modernization Project – Equipment and Furnishings
- Recommend approving and equipment and furnishings budget for the Quadrangle Modernization project and the use of Measure C funds for the project.
 3. Facility Projects – Proposed Agreements: Lovekin Complex Shade Cover Project (Higginson + Cartozian Architects, Inc.); Moreno Valley ECS Secondary Effects Project (Higginson + Cartozian Architects, Inc.); Admissions Building Foyer Renovation Project (Higginson + Cartozian Architects, Inc.); and District Remodel and

Alteration Project, Cosmetology Building Plumbing Upgrades (TMAD, Taylor and Gaines)

- Recommend approving agreements relative to facilities projects including the Shade Cover Project for the Lovekin Complex; Moreno Valley ECS Secondary Effects Project; Admissions Building Foyer Renovation Project; and Remodel and Alteration Project, Cosmetology Building Plumbing Upgrades.

4. Proposed Budget Augmentation – Ceramics Building Roof Replacement (Scheduled Maintenance Project)
- Recommend approving the use of Measure C funds to cover additional costs to replace the Ceramics Building roof.
5. Center for Primary Education: Proposed Reciprocal Facility and Ground Leases and a Memorandum of Understanding Regarding Joint Contract Administration with the Alvord Unified School District
- Recommend approving reciprocal lease agreements and a Memorandum of Understanding regarding joint contract administration with the Alvord Unified School District for the Center for Primary Education project.
6. Item pulled.
7. Agreement with Geographics for Second Phase of District Website Design
- Recommend approving an agreement for the second phase of marketing and design services for the development of a new District website.

Recommended Action: Request for Approval

- E. Legislative (None)
- F. Board of Trustees Committee Meeting Minutes
- Recommend receipt of Board committee minutes from the January 19, 2006 Academic Affairs and Student Services, Personnel and Labor Relations and Finance and Audit Committees.

Information Only

VI. Administrative Reports

- A. Vice Chancellors
- B. President/Provosts

VII. Academic Senate Report

A. Riverside Community College District/Norco Campus

B. Moreno Valley Campus

C. Riverside City College

VIII. Business from Board Members

IX. Comments from the Public

X. Adjournment

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF JANUARY 17, 2006

President Takano called the special meeting of the Board of Trustees to order at 6:06 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Mary Figueroa (arrived at 6:11 p.m.)
Mr. Jose Medina
Ms. Grace Slocum
Mr. Mark Takano

Trustees Absent

Ms. Kathleen Daley
Mr. Kim Tran, Student Trustee

Staff Present

Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, Provost, Norco Campus
Dr. Richard Tworek, Provost, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Ms. Debbie DiThomas, Associate Vice Chancellor, Student Services/Operations

Guest(s)

Mr. Creg Datig, Chief Deputy District Attorney, County of Riverside
Mr. Kelly Keenan, Supervising Deputy District Attorney, County of Riverside
Mr. Bradley Neufeld, Attorney, Best, Best & Krieger

Dr. Buysse led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Deputy District Attorney Datig, along with Supervising Deputy District Attorney Keenan, gave the Board of Trustees a presentation on the Brown Act, adopted in 1953 to make sure that actions of public agencies are taken in open and public meetings where all persons are permitted to attend. Discussion followed.

PRESENTATION REGARDING
THE BROWN ACT BY DEPUTY
DISTRICT ATTORNEY CREG
DATIG

The Board adjourned the meeting at 7:45 p.m.

ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF JANUARY 24, 2006

President Takano called the regular meeting of the Board of Trustees to order at 6:12 p.m., in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley (arrived at 6:25 p.m.)
Ms. Mary Figueroa
Mr. Jose Medina (arrived at 6:33 p.m.)
Ms. Grace Slocum
Mr. Mark Takano
Ms. Bianca Alonzo, Student Trustee Pro Tem

Trustees Absent

Mr. Kim Tran, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, Provost, Norco Campus
Dr. Richard Tworek, Provost, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Ms. Kathy Brooks, Interim President, Academic Senate, Riverside City College

Guests Present

Mr. Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen

Dr. Castro led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Figueroa, seconded by Ms. Slocum, moved that the Board of Trustees approve the minutes of the regular meeting of December 13, 2005. Motion carried. (3 ayes; 2 absent [Daley, Medina])

MINUTES OF REGULAR MEETING OF DECEMBER 13, 2005

CHANCELLOR'S REPORTS

Ms. Figueroa, seconded by Ms. Slocum, moved that the Board of Trustees change the order of the agenda to consider items VIII-A and V-D-7 under the Chancellor's Reports.

Agenda Amended

Dr. Castro introduced RCC's Head Water Polo and Swim Coach and the 2005 California Coach of the Year, David Almquist, who led the recognition of

"Recognition of the Women's Water Polo Team"
– Dr. Daniel Castro,

the RCC Women's Water Polo Team who won the State water polo championship in November 2005.

President, Riverside City College

Ms. Figueroa, seconded by Ms. Slocum, moved that the Board of Trustees adopt the calendar of Board of Trustees meetings through June 2006. Motion carried. (3 ayes; 2 absent [Daley, Medina])

Board of Trustees Meeting Calendar

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees adopt Resolution No. 15-05/06, Option to Purchase Agreement with the Riverside County Education Foundation. Motion carried. (4 ayes; 1 absent [Medina absent])

Option to Purchase Agreement with the Riverside County Education Foundation – Resolution No. 15-05/06

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve entering into the Construction Services Agreement for the Learning Center Project, the Learning Center Project Sublease Agreement and the Learning Center Project Site Lease with Neff Construction, Inc., following final agreement on terms and scope of work and the review and approval of legal counsel, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements, and authorize an allocation of \$5.0 million in Measure C funds for the Learning Center Project. Motion carried. (5 ayes)

Center for Primary Education: Proposed Lease-Lease Back Arrangement with Neff Construction, Inc. and Proposed Measure C Budget for Planning, Site Work and Construction

Ms. Alonzo, student trustee pro tem, reported on recent and planned ASRCC activities.

STUDENT REPORT

CONSENT ITEMS

Ms. Figueroa, seconded by Ms. Slocum, moved that the Board of Trustees:

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 37)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$19,172,299.66, and District Warrant Claims totaling \$6,955,007.72; (Appendix No. 38)

Purchase Order and Warrant Report – All District Funds

Approve amendment to employment contracts and terminations as listed; (Appendix No. 39)

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

Approve adding the revenue and expenditures of \$334,518.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent on the Board's approval of the subcontract with California State University Fullerton Foundation, January Board Report No. V-A-3-g;

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

Award the bid for the Periphery Improvements component of the parking structure project to ASR Constructors, in the amount of \$2,055,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve using the Western States Contracting Alliance, contract #A63308, to purchase Gateway Computers and equipment, as needed for all departments in the District as per the terms of the Master Price Agreement from September 1, 2004 to August 31, 2007;

Award a contract to Shade Structures for the purchase and installation of 14 DSA-approved shade structures at Lovekin Field per terms of the bid awarded by Newport-Mesa Unified School District, in the amount of \$179,450, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Reject all bids for the parking lot at March Education Center;

Grant out-of-state travel as listed, correcting

Annuities

Budget Adjustments

Resolution to Amend Budget – Resolution No. 16-05/06 2005-2006 Tri-Tech Small Business Development Center (SBDC)

Contingency Budget Adjustments

Award of Bid-Periphery Improvements Component of the Parking Structure Project

Purchase Gateway Computers and Equipment Using Western States Contracting Alliance, Master Price Agreement

Purchase Using “Piggy-Back” Award of the Newport-Mesa Unified School District for Shade Structures at Lovekin Field

Reject Bids – Parking Lot

Out-of-State Travel

the destination to Salt Lake City for item 27;
(Appendix No. 42)

Declare the property listed to be surplus, find that the property does not exceed the total value of \$5,000.00, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 43)

Accept the PE Track and Field Complex as complete; approve the executive of the Notice of Completion (under Civil Code Section 3093-Public Works); and authorize the Board President to sign the notice.

Motion carried. (5 ayes)

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignations of Ms. Frances Davis, Interim District Director, Health Services, effective December 15, 2005, as interim, Ms. Mary Lange, Assistant Professor, Nursing, effective June 8, 2006, for personal reasons, Ms. Robin Hendrickson, Assistant Professor, English as a Second Language, effective June 8, 2006, for personal reasons, Dr. Beatriz Vasquez, Associate Professor, Biology, effective January 20, 2006, for personal reasons, and Ms. Danenne Evans, College Safety and Police Dispatch Clerk (Part-Time, 50%) effective January 6, 2006, for career advancement.

The Board received an informational summary of financial activity from July 1, 2005 through November 30, 2005.

Ms. Slocum, seconded by Ms. Figueroa, moved that the Board of Trustees accept the revised Regulations 6080 for first reading

Surplus Property

Notice of Completion – PE
Track and Field Complex

Information

Separations

Monthly Financial Report

BOARD COMMITTEE REPORTS

Academic Affairs and Student
Services

Student Services

Revised Regulations for
Student Discipline and Due
Process – Policy and

and approve the prevention and educational information regarding sexual violence as required by Assembly Bill 1088 to be posted on the Riverside Community College District website and presented at District College orientations. Motion carried. (5 ayes)

Regulations 6080 – First Reading

The Board received an information report regarding the District locations of existing emergency phones and payphones with recommendations for future locations of emergency phones. Dr. Rotella indicated that this item will be brought back to the Board in February with a recommended proposal for approval.

District Location of Emergency and Pay Phone Status

Open Campus

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees ratify the agreement, for three years beginning April 1, 2005 for \$12,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with WebCT, Inc.

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

Economic Development

Ratify the agreement, from November 21, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Corona Magnetics

Ratify the agreement, from November 28, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Distribution Management Association

Approve the agreement, from January 25, 2006 through June 30, 2007, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Glenn Doolittle, Jr.

Ratify the request for modification, from December 31, 2005 through December 31, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and

State of California Employment Training Panel Amendment/Modification Request

Finance, to sign the modification agreement;

Approve the agreement, from January 25, 2006 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with The Regents of the University of California

Ratify the agreement, from January 1, 2006 through December 31, 2007, at a cost of \$20.00 per hour of use, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with D & D Dance Center

Ratify the agreement, from January 1, 2006 through December 31, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with United States Small Business Administration

Motion carried. (5 ayes)

Occupational Education

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the agreement, from November 1, 2005 through October 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Toyota Motor Sales, Inc.

School of Education

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement, from January 25, 2006 through February 23, 2006, in the amount of \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Hugh Robert Riddle

Performing Arts

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement, for March 1, 2006, for \$1,500.00, and authorize the Vice Chancellor,

Agreement with Scott Tennant

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

Academic Affairs

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed \$12,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Lifesigns, Inc.

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees:

Performance Riverside

Approve the agreement, from January 25, 2006 through February 10, 2006, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Emily Gatesman

Approve the agreement, from January 25, 2006 through April 19, 2006, for a \$3,000.00 refundable deposit and a costume rental and building services fee of \$2,700.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Valentino's Costumes

Approve the agreement, from January 25, 2006 through February 22, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with The Artists' Collective

Motion carried. (5 ayes)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees:

Workforce Development

Approve the agreement, from January 25, 2006 through June 30, 2006, for an amount not to exceed \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with April Franco

Ratify this amendment to the agreement, for July 1, 2005 through June 30, 2006, for \$1,100,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Amendment to the Agreement with Riverside County Department of Social Services

Ratify the amendment, from December 1, 2003 through August 31, 2007, in the amount of \$360,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding;

Amendment to the Agreement with Portland Community College

Approve the agreement, for the dates January 25, February 8, and March 25, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with Riverside City and County Public Library

Motion carried. (5 ayes)

Moreno Valley

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement, from February 13, 2006 to June 8, 2006, at a cost of \$1,300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Moreno Valley Unified School District

Personnel and Labor Relations

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the extension of the contracts between Riverside Community College District and Stephen C. Kuhn and Associates from September 30, 2005 to June 30, 2006. Motion carried. (5 ayes)

Extension of Contracts with Stephen C. Kuhn & Associates, Inc. to Conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) Positions

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the retention of Covington and Crowe, LLP, on an as needed basis, effective December 14, 2005 through December 14, 2006, and

Engagement as Legal Counsel – Covington and Crowe, LLP

authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the travel allowance be raised from \$500.00 per month to \$750.00 per month, effective January 1, 2006. Motion carried. (4 ayes; 1 no [Slocum])

The Board received the proposed organizational chart for information only.

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees receive the Riverside Community College District and Foundation's independent audit reports for the year ended June 30, 2005 for the permanent file of the District. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees adopt for 2006-2007 a nonresident tuition fee rate of \$160 per unit and a capital outlay surcharge fee rate of \$19 per unit and direct staff to promulgate these charges via the 2006-2007 catalog, schedule of classes, Board Regulation 6042, etcetera. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement with WWCOT Architecture to provide sustainable design for the Phase III Norco/Industrial Technology project; the agreement with GLP Engineering, Inc., to provide the design drawing and specifications for the electrical upgrade in the Cosmetology Building; and the agreement with KCT Consultants, Inc., to provide paving plans and specifications for the Moreno Valley, Norco and Riverside

Travel Allowances

Proposed Organizational Chart for Diversity, Equity, and Compliance and Human Resources

Finance and Audit

2004-2005 District and Foundation Independent Audit Reports

2006-2007 Nonresident Fees

Facility Projects – Proposed Agreements: Phase III Norco/Industrial Technology Project (WWCOT Architecture) – Agreement for Architectural Sustainable Design; District Remodel and Alteration Project (GLP Engineering, Inc.) – Agreement for Cosmetology Building Electrical Upgrade; and

Campuses and to prepare engineers quantity and cost estimates for the Asphalt Restoration Project; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Asphalt Restoration Project for the Moreno Valley, Norco, and Riverside Campuses (KCT Consultants, Inc.) – Agreement for Paving Plan and Engineers Quantity and Cost Estimates

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the Indemnification and Landscape Maintenance Agreements between the Riverside Community College District and the City of Riverside and the granting of a utility easement to SBC/Pacific Bell, and authorize the Vice Chancellor, Administration and Finance, to sign the related documents. Motion carried. (5 ayes)

Magnolia Avenue Right-of-Way Indemnification and Landscape Agreements

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the proposal for additional Measure C monies for the Riverside City College Parking Structure Project in the amount of \$591,721. Motion carried. (5 ayes)

Riverside City College Parking Structure Project Budget – Proposed \$591,721 Measure C Budget Augmentation

The Board received the summary of the Governor's budget proposal for California's Community Colleges for information only.

Governor's 2006-2007 Budget Proposal for California's Community Colleges

The Board received a copy of a summary of commitments to date approved by the Board relative to the initial issuance of Measure C funds for information only.

Commitment of Measure C Funds

The Board received for information the minutes from the December 6, 2005 Academic Affairs and Student Services Committee and Finance and Audit Committee Meetings.

Board of Trustees Committee Meeting Minutes

Ms. Brooks presented the report on behalf of the District and Riverside City College Academic Senates.

ACADEMIC SENATE REPORTS

The Board adjourned the meeting at 8:38 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORT

Report No.: II-B

Date: February 21, 2006

Subject: District Calendar 2006-2007

Background: Presented for the Board's review is the proposed District calendar for 2006-07. The calendar has been developed in accordance with Article IX of the Agreement between the District and the RCCD Chapter CCA/CTA/NEA. The proposed calendar has summer, fall, winter and spring sessions.

Recommended Action: It is recommended the Board of Trustees approve the proposed calendar for 2006-2007.

Salvatore G. Rotella
Chancellor

Prepared by: Sylvia Thomas
Associate Vice Chancellor, Instruction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Academic Calendar
2006-2007

June 2006						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2006						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2006						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2006						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2006						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2006						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2006						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2007						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			







February 2007						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			






March 2007						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2007						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2007						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2007						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

	Required Faculty Service Day		Summer Session
	Feb. 9, 2007		Day classes, 6 weeks
	Legal Holidays		June 19 - July 27
	Graduation Day June 7, 2007		June 26 - Aug. 3
	Final Exams		Evening classes, 8 weeks
			June 12 - Aug. 3
			Fall 2006
			Aug. 28 - Dec. 16

	Flex Day Aug. 24		Classes not in session		Spring break
					April 8 - 14
	Mandatory Flex Day for New Faculty Aug. 24				Winter Intersession 2007 (6 weeks)
					Jan 2 - Feb. 8
	Required Flex Day Aug. 25				Spring 2007
					Feb. 12 - June 7

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: February 21, 2006

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Rudolph Arguelles	Physical Education Instructor/Assistant Baseball Coach (RCC)	2006-07	E-7
Andres Elizalde	English Instructor (Norco)	2006-07	D-4
Heather Gonzalez	Puente English Instructor (Norco)	2006-07	G-7
Sharon Lima	Mathematics Instructor (RCC)	2006-07	G-1
Sonya Nyrop	Reading Instructor (Moreno Valley)	2006-07	G-6
Richard Ries	Mathematics Instructor (Norco)	2006-07	G-3
Dimitrios Synodinos	Coordinator, Student Activities (Norco)	2006-07	C-2
Phu Tran	Physics Instructor (Norco)	2006-07	H-3
Melissa Vogel	Anthropology Instructor (Norco)	2006-07	H-2
Stephen Wagner	Biology Instructor (Moreno Valley)	2006-07	D-7
Joanna Werner-Fraczek	Biology Instructor (Moreno Valley)	2006-07	H-4

c. Long-Term, Temporary Faculty

Spring Semester 2006

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Daniel Kern	Philosophy Instructor (Moreno Valley)	02/10/06	H-5
Mark Smith	Biology Instructor (Norco)	02/10/06	E-6

Subject: Academic Personnel

1. Appointments – cont.

d. Special Assignments

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

e. Overload Assignments

Spring Semester 2006

The individuals specified on the attached list.

f. Part-Time Faculty, Hourly Assignments

Spring Semester 2006

The individuals specified on the attached list.

g. Child Development Center Hourly Employees

Spring Semester 2006

<u>Name</u>	<u>Position</u>
Zoila Mendez	Preschool Associate Teacher, Hourly

h. Department Chairs, Academic Year 2005-06

<u>Department</u>	<u>Chair</u>	<u>Stipend</u>
Cosmetology (RCC)	Peter Westbrook	100%
	Roger Warren (rescind appointment)	
World Languages (RCC)	Rosemarie Sarkis (08/29/05-02/09/06)	58%
	Diana MacDougall (02/13/06-06/08/06)	42%

i. Extra-Curricular Activities, Academic Year 2005-06

<u>Activity</u>	<u>Name</u>
Assistant Baseball Coach	Martin Rubinoff
Assistant Softball Coach (2 stipends)	Kristina Kassotis
Head Track Coach	James McCarron
Assistant Track Coach	Fred Husted

Subject: Academic Personnel

2. Request to End Unpaid Leave of Absence

At their meeting of August 23, 2005, the Board of Trustees granted an unpaid leave of absence to Susan Mills, Associate Professor of Mathematics during the 2005-06 academic year. She is now requesting to end this leave and return to the classroom at the beginning of the spring semester 2006.

It is recommended the Board of Trustees approve the request of Susan Mills, Associate Professor of Mathematics, to end her unpaid leave of absence and return to the classroom at the beginning of the spring semester 2006.

3. Recommendation Not to Reemploy – Temporary Employees

Education Code Section 87608 allows the Board of Trustees not to enter into a contract for a second academic year. Education Code Section 87610 allows the Board of Trustees to terminate, at its discretion, the employment of a first-year employee.

It is recommended the employees listed below not be reemployed and the Board of Trustees authorize the Chancellor or his designee to send a notice of non-reemployment for the 2006-07 academic year.

<u>Name</u>	<u>Name</u>
Huda Aljord	Holly Lam
Shelton Herbert	Susan Mazur-Stommen
David Hill	John Pippen
Richard Hishmeh	Rolando Regino
James Ivey	Edward Roberts
Daniel Kern	Mark Smith

4. Recommendation Not to Reemploy – Non-Tenure Track Employees in Categorically Funded Positions

In compliance with Education Code Section 87470, the contract of the employees listed below will not be renewed for the 2006-07 academic year, and notice will be sent accordingly per Education Code Section 87610.

<u>Name</u>
David Avalos
Robert Baradaran
Martin Gilligan
Mary Ryder

Report No.: IV-A-1-a

Date: February 21, 2006

Subject: Academic Personnel

5. Salary Placement Adjustment

At their meeting of January 24, 2006, 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 his salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, retroactive to his first day of hire:

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
James McCarron	F-6	F-7

6. Adjustment of Effective Date of Employment

At the board meeting of December 13, 2005, the Board of Trustees approved the appointment of Wolde-ab Isaac, Dean of Health Sciences Programs, to be effective February 1, 2006. His effective date of employment needs to be adjusted.

It is recommended the Board of Trustees approve the adjustment of effective date of employment for Wolde-ab Isaac, Dean of Health Sciences Programs, from February 1, 2006 to March 1, 2006.

7. Separation

Board Policy 1040.1 authorizes the President to officially accept the resignation of an employee; and he has accepted the following resignation.

It is recommended the Board of Trustees receive, for information only, the resignation of the individual listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Robin Witt	Assistant Professor, Mathematics	01/19/06	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: February 21, 2006

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Jamie Clifton	Student Services Supervisor/ Riverside City College	02/22/06	10.1	Promotion
Mark DeAsis	Student Services Supervisor/ Norco Campus	02/22/06	10.1	Promotion
Martin Garcia	Assistant Grounds Manager	03/01/06	10.1	Appointment
Steven Monsanto	Director, Plant/Operation and Maintenance/Norco Campus	02/22/06	12.0	Promotion
John Thrower	Student Services Supervisor/ Moreno Valley Campus	02/22/06	10.1	Appointment

b. Management – Categorically Funded
(None)

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Malika Akins-Bratton	Information Support/Operator	02/22/06	14-5	Transfer
Michael Bredemann	Network Specialist (Data)	02/22/06	24-1	Appointment
Maria Elena Diaz	District Campaign Specialist	02/22/06	19-5	Appointment
Joseph Gonzales	Support Services Specialist Aide (Floating Position)	02/22/06	12-1	Appointment
Sandra Henes	IDS (Early Childhood/Teacher Prep/School of Education)	01/25/06	17-1	Promotion
Michael Juan	Web Applications Developer	02/27/06	27-5	Promotion
James Seals	Clerk Typist (English and Speech)	02/22/06	13-1	Appointment
Angela Thomas	Instructional Media/Broadcast Technician/MV Campus	02/22/06	19-1	Appointment
Rebecca Wagoner	Counseling Clerk I (Part-time, 50%)	02/22/06	14-1	Appointment

Subject: Classified Personnel

1. Appointments - Continued

- d. Classified/Confidential – Categorically Funded
(None)
- e. Professional Experts
(None)
- f. Short Term
Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.
- g. Temporary as Needed Student Workers
Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.
- h. Community Education Programs
(None)
- i. Special Assignments
Payment to be approved for the following individuals in the amount indicated for their participation in a special project:
 - Foster Youth Life Skills Workshop Presenter (01/25/06 – 06/30/06)
Clarissa Andrews – Total amount not to exceed \$2,200
 - Researched, Interviewed, Wrote Article for Occupational Education (02/22/06 – 03/30/06)
J. Baker – Total amount not to exceed \$150
 - Foster Youth Life Skills Workshop Presenter (01/25/06 – 06/30/06)
Cynthia Ortiz – Total amount not to exceed \$2,000
 - Foster Youth Life Skills Workshop Presenter (01/25/06 – 06/30/06)
Gustavo Ortiz – Total amount not to exceed \$2,200
 - Developed a Comprehensive Research Design for Title V (02/22/06 – 03/24/06)
George Zottos – Total amount not to exceed \$1,796.46

Subject: Classified Personnel

2. Professional Growth Achievement Steps

Participation in the Professional Growth Program is voluntary for classified employees. Employees who participate in the program receive achievement steps upon prior approval from the Professional Growth Committee of the coursework.

Professional achievement steps are \$35 per month for completion of 12 semester units of coursework and \$40 per month for completion of 12 semester units of job related coursework. Each employee may earn a maximum of seven (7) achievement steps in both categories combined, two (2) of which must be in the job skills area of professional growth. (California School Employees Association Agreement 2005-2008, Exhibit A)

It is recommended the Board of Trustees approve the following professional growth achievement steps, effective March 1, 2006:

<u>Name</u>	<u>Title</u>	<u>Achievement Step(s) Earned</u>
Clarissa Andrews	Educational Advisor	6@\$35
Bernadette Blutworth	Student Services Technician	2@\$40
Brian Brautigam	Alternate Media Specialist	3@\$35 & 4@\$35
Julio Cuz	Microcomputer Support Specialist	1@\$35
Shirley Davis	Support Center Technician	2@\$40
Peggie Negrete	Instructional Department Specialist	2@\$40

3. Requests for Permanent Increase in Workload for Permanent Part-time Position

The area District Dean has requested a permanent increase in workload for the permanent part-time position of Senior Interpreter held by Darrell Strait from 62.5% to 100%, and whereas this request has the approval of the area Vice Chancellor;

It is recommended the Board of Trustees approve the permanent increase in workload for the permanent part-time position of Senior Interpreter from 62.5% to 100%, effective February 22, 2006.

4. Return to Regular Workload for Bargaining Unit Employee

At it's meeting of November 15, 2005, the Board of Trustees approved a request to temporarily increase Deana Hardwick, Student Services Technician, from 47.5% to 100%, effective November 16, 2005 until further notice;

It is recommended the Board of Trustees approve Ms. Hardwick's return to her regular workload of 47.5%, retroactive to January 9, 2006.

Subject: Classified Personnel

5. Return to Regular Workload for Categorically-Funded Employees

At its meeting of June 21, 2005, and October 18, 2005, the Board of Trustees approved a request to temporarily increase Deborah Slayton, Procurement Specialist, from 60% to 100%, effective June 22, 2005; and Susan Terberg, Secretary II, from 75% to 100%, retroactive to September 12, 2005 until further notice;

It is recommended the Board of Trustees approve Ms. Slayton's return to her regular workload of 60%, effective March 1, 2006; and Ms. Terberg to her regular workload of 75%, retroactive to January 1, 2006.

6. 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 a request for leave under the California Family Rights Act and the Federal Family and Medical Leave Act, a maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, for classified employee Richard Kasner, ratified to January 27, 2006.

7. Separation

Board policy 1040.1 authorizes the President to officially accept the resignation of an employee; and the Chancellor has accepted the following resignation;

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Jacqueline Harris	Student Financial Services Support Specialist	03/01/06	Personal

Report No.: IV-A-1-b

Date: February 21, 2006

Subject: Classified Personnel

Submitted by:



Richard Ramirez
Interim Director, Diversity, Equity and
Compliance/Assistant to the Chancellor

Transmitted to the Board by:



Salvatore G. Rotella

Concurred by:



Virginia MacDonald
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:

Daniel Castro
President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs



Brenda Davis
Provost, Norco Campus

James L. Buisse
Vice Chancellor, Administration and Finance



Richard Tworek
Provost, Moreno Valley Campus

Linda Lacy
Vice Chancellor, Student Services/Operations

Voice of RCC (Spring 2006)

Record telephone messages for District. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Gwendolyn Yount – Total amount to be paid not to exceed \$300

RCC History Project (Spring 2006)

Completion of the RCC history project. This replaces project request for Fall 2006 as work was not executed. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Gilbert Jimenez – Paid as lump sum upon completion in the amount of \$8,000.00

Stipend for Use of Online Materials (Spring 2006)

Robert Prior – Paid as lump sum upon completion in the amount of \$800

Richard Mahon – Paid as lump sum upon completion in the amount of \$200

Karin Skiba – Paid as lump sum upon completion in the amount of \$100

Glenn Hunt – Paid as lump sum upon completion in the amount of \$100

Carolyn Quin – Paid as lump sum upon completion in the amount of \$600

Jan Schall – Paid as lump sum upon completion in the amount of \$500

Tammy DiBenedetto – Paid as lump sum upon completion in the amount of \$200

Patricia Smith – Paid as lump sum upon completion in the amount of \$200

Kristina Kauffman – Paid as lump sum upon completion in the amount of \$900

Program Review Training (Winter 2006)

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

Sharon Crasnow – Paid as lump sum upon completion in the amount of \$350.07

Delores Middleton – Paid as lump sum upon completion in the amount of \$350.07

James Cheney – Paid as lump sum upon completion in the amount of \$350.07

Arend Flick – Paid as lump sum upon completion in the amount of \$350.07

David Avalos – Paid as lump sum upon completion in the amount of \$175

David Slocum – Paid as lump sum upon completion in the amount of \$350.07

Paul O'Connell – Paid as lump sum upon completion in the amount of \$350.07

Karin Skiba – Paid as lump sum upon completion in the amount of \$350

Allan Lovelace – Paid as lump sum upon completion in the amount of \$175

Rhonda Taube – Paid as lump sum upon completion in the amount of \$350

John Roberts – Paid as lump sum upon completion in the amount of \$350

Jim Thomas – Paid as lump sum upon completion in the amount of \$350.07

Course Outline of Record Workshop (Winter 2006)

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

Edgar Gutierrez – Paid as lump sum upon completion in the amount of \$100

Joseph Eckstein – Paid as lump sum upon completion in the amount of \$100

Deborah Cazares – Paid as lump sum upon completion in the amount of \$50

Richard Davin – Paid as lump sum upon completion in the amount of \$100

Les Dean – Paid as lump sum upon completion in the amount of \$100

William Phelps – Paid as lump sum upon completion in the amount of \$100

Preparation & Materials for Course Outline of Record (Winter 2006)

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

Les Dean – Paid as lump sum upon completion in the amount \$400

AmeriCorps ALERT project (Spring 2006)

Enhance and develop materials for AmeriCorps ALERT project.

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

Paula Stafford – Paid as lump sum upon completion in the amount \$1,000

Grant writing/program development assistance for the following nursing grants: (Spring 2006)

Capacity Building for Nursing Program Expansion, Renovation for Capacity Building for nursing Program Expansion, and LVN to RN Step-up Program Development.

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

Susan Robson – Paid as lump sum upon completion in the amount of \$1700

Screening/Interviewing Committee (Winter 2006)

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

John Smith – Total amount to be paid not to exceed 12.5 hours

Steve Sigloch – Total amount to be paid not to exceed 11 hours

Rogelio Ruiz – Total amount to be paid not to exceed 10.5 hours

David Payan – Total amount to be paid not to exceed 7.5 hours

Patricia Avila – Total amount to be paid not to exceed 7.5 hours

Sheryl Tschetter – Total amount to be paid not to exceed 7.5 hours

David Mills – Total amount to be paid not to exceed 4.25 hours

Dipen Bhattacharya – Total amount to be paid not to exceed 9.5 hours

Heather Smith – Total amount to be paid not to exceed 9.5 hours

Ellen Lipkin – Total amount to be paid not to exceed 9.5 hours

Rebecca Loomis – Total amount to be paid not to exceed 9.5 hours

Ted Knipe – Total amount to be paid not to exceed 17.5 hours

Deborah Tompsett-Makin – Total amount to be paid not to exceed 13 hours

Amber Casolari – Total amount to be paid not to exceed 26.5 hours

Ward Schinke – Total amount to be paid not to exceed 18.5 hours

Fabian Biancardi – Total amount to be paid not to exceed 23 hours

Dariush Haghighat – Total amount to be paid not to exceed 28.5 hours

Clara Lowden – Total amount to be paid not to exceed 11 hours

Nikki Bonzoumet – Total amount to be paid not to exceed 5.25 hours

Michelle Daddona-Moya – Total amount to be paid not to exceed 3 hours

Douglas Alexander – Total amount to be paid not to exceed 7.5 hours

Don Wilcoxson – Total amount to be paid not to exceed 1 hour

Title V City Campus – Department Coordinator (Spring 2006)

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

Chad Bemis – Paid as lump sum upon completion in the amount \$1000

Carla Stoabs – Paid as lump sum upon completion in the amount \$1000

Linda Stonebreaker – Paid as lump sum upon completion in the amount \$1000

Christine Sandoval – Paid as lump sum upon completion in the amount \$1000

Title V Career Fitness Learning Community (Spring 2006)

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

Robin Hendrickson – Paid as lump sum upon completion in the amount \$2000

Carla Stoabs – Paid as lump sum upon completion in the amount \$2000

Title V Developmental Education Learning Community (Spring 2006)

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

Linda Stonebreaker – Paid as lump sum upon completion in the amount \$4000

Christine Sandoval – Paid as lump sum upon completion in the amount \$2000

Gerber Morales – Paid as lump sum upon completion in the amount \$2000

Richard Hishmeh – Paid as lump sum upon completion in the amount \$2000

Pamela Whelchel – Paid as lump sum upon completion in the amount \$2000

Title V Business Learning Community (Spring 2006)

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

Don Wilcoxson – Paid as lump sum upon completion in the amount \$2000

Timothy Brown – Paid as lump sum upon completion in the amount \$2000

Title V Math 35 Common Final (Spring 2006)

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

Mary Legner – Total amount to be paid not to exceed \$600.12

Holly Lam – Total amount to be paid not to exceed \$300.06

Curriculum and Program Design Development Film and Photography (Spring 2006)

Research and preparation of a new humanities course; revision assistance with preparation of course outlines; preparation of pre/co-requisite and validations; research and preparation to two practicum “lab” courses for project based learning; in area of Photography and Film and additional activities (meetings, conferences, etc.)

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

Nancy Gall – Paid as lump sum upon completion in the amount \$5001.00

Curriculum development cluster in video games (Interactive Entertainment) (Spring 2006)

Research

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

Matthew Barboza – Paid as lump sum upon completion in the amount \$2500.50

Judy Perhamus– Paid as lump sum upon completion in the amount \$2500

Riverside School of the Arts (Spring 2006)

Price equipment for TV studio and film. Develop classes for television and film.

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

Bud Tedesco – Paid as lump sum upon completion in the amount \$2000.40

Sharon Gillins – Paid as lump sum upon completion in the amount \$2000.40

Name	Subject
Acharya, Surekha	Anthropology
Almquist, David	Physical Education
Amrich, Michael	Chemistry
Andacheh, Khalil	Sociology
Anderson, Kristine	English
Anguiano, Joe	English
Arguelles, Rudolph	Physical Education
Aycock, Gregory	Counseling
Bader, Melissa	English
Baker, David	Sociology
Banks, James	Human Services
Barboza, Matthew	Computer Information Systems
Beck, Rex	Business Administration
Beckstrom, Douglas	Dental Technology
Bemis, Chad	Mathematics
Bernier, Daniel	Chemistry
Bhatia, Shailesh	Computer Information Systems
Biancardi, Fabian	Political Science
Blair, Scott	Physics
Boelman, Peter	Economics
Bonzoumet, Nikki	Physical Education
Brewster, Steven	Library Services
Briggs, Cordell	English
Brockenbrough, Celia	Library Services
Brown, Amanda	Mathematics
Brown, Jami	Sociology
Brown, Timothy	Reading
Brown, William	Physical Education
Burris, Robert	Air Conditioning
Campbell, Dorothy	Spanish
Carreras, Sofia	Dance
Casolari, Amber	Economics
Cazares, Deborah	Early Childhood Studies
Chaks, Michael	Accounting
Cheney, James	Physics
Christiansen, Jill	Nursing
Chung, Elisa	Mathematics
Clark, Ross	Graphics Technology
Cluff, Michael	English
Colucci, Marie	Nursing
Coverdale, John	Computer Information Systems
Cramm, Kenneth	Mathematics
Cregg, James	Computer Information Systems
Cryder, Michael	Anatomy and Physiology
Daddona-Moya, Michelle	Physical Education
Davin, Richard	Sociology

Name	Subject
Dean, Leslie	Geography
DeGuzman, Joseph	Mathematics
Dierdorff, Joanne	Dance
Duran, Jose	Marketing/Business Administration
Dyogi, Damianita	Nursing
Eckstein, Joseph	Geography
Elder, Gregory	Humanities
Elton, William	Physical Education
Farrar, Carol	Psychology
Fawson, Evangeline	Nursing
Finner, Richard	Graphics Technology
Flick, Arend	English
Fontaine, Robert	Emergency Medical Services
Fontana, Sandra	American Sign Language
Foster, Donald	Music
Freitas, Siobhan	Chemistry
Frewing, Janet	Mathematics
Galicia, Felipe	Biology
Garcia, Hayley	Library Services
Gibbs, Travis	Psychology
Gobatie, Cynthia	Humanities
Gutierrez, Monica	Microbiology
Haghighat, Dariush	Political Science
Hall, Lewis	Computer Information Systems
Haugh, Judy	Counseling
Havener, Kathy	Nursing
Herbert, Shelton Scott	Anatomy and Physiology
Herzig, Paul	Computer Information Systems
Hitchcock, Dominique	French/Spanish
Hopkins, John	Art
Howard, Lisa	Nursing
Huang, Shufen	Mathematics
Humble, Dina	Music
Hunt, Glenn	Mathematics
Hunt, Glenn	Mathematics
Issa, Ali	Health Science
Ivey, James	Anatomy and Physiology
Jackson, Henry	Welding
Jew, Robert	Art
Jimenez, Gary	Counseling
Johnson, Brian	Mathematics
Judon, LaNeshia	Business Administration/Paralegal
Julian, Jodi	Theater Arts
Keiser, Terry	Graphics Technology
Kelly, Kathryn	Spanish
Kinser, Anita	Nursing

Name	Subject
Kollitz, Janice	English
Kross, Carolyn	Nursing
LaCava, Wilma	Nursing
Lam, Holly	Mathematics
Lange, Mary	Nursing
Lehr, Mark	Computer Information Systems
Lesser, Donna	Dental Hygiene
Lewis, Mark	Speech Communication
Lipkin, Ellen	Microbiology
Lomayesva, Dwight	History
Loomis, Rebecca	Anatomy and Physiology
Lowden, Clara	Physical Education
Lowry, Stephanie	Nursing
MacDougall, Diana	American Sign Language
Mahon, Richard	Humanities
Marsh, Diane	Chemistry
Mason, Dayna	Art
Matsos, Peter	Psychology
Mayse, Kevin	Music
Mazur-Stommen, Susan	Anthropology
McLeod, Scott	Computer Information Systems
McQuead, Michael	Computer Information Systems
Mercado, Rosario	Spanish
Middleton, Delores	Physician Assistant
Mills, David	English
Miter, Carol	English
Montano, Michael	Mathematics
Moores, Paul	Library Services
Morales, Gerber	Mathematics
Morrison, James	Microbiology
Mowrey, Jodi	American Sign Language
Nabours, Kathy	Mathematics
Namekata, James	Physical Education
Nelson, David	Theater Arts
Nelson, Lee	Nursing
Nelson, Lisa	English
Nollette, Christopher	Emergency Medical Services
O'Connell, Paul	Automotive Technology
O'Neill, Terrence	Physics
Pacheco, Maria	Counseling
Pardee, Ronald	Business Administration
Parker, Alfred	History
Parks, Jason	Mathematics
Pena, Larry	Counseling
Perhamus, Judith	Computer Information Systems
Pessah, Samuel	Italian

Name	Subject
Pfenninger, Michele	English
Phelps, William	Geology
Pippen, John	Political Science
Prior, Robert	Mathematics
Quinto-MacCallum, Bonavita	Spanish
Reid, Miguel	English as a Second Language
Richard, Charles	Music
Ries, Richard	Mathematics
Robson, Susan	Nursing
Rocco, Christopher	Humanities
Rodman, Richard	Automotive Technology
Rogers, Dennis	Physical Education
Romero, Clarence	Psychology
Rosario, John	Anatomy and Physiology
Rowe, Phyllis	Nursing
Ruiz, Rogelio	Mathematics
Salcedo, Fernando	Spanish
Sanchez, Marc	Mathematics
Saxon, Kathleen	Mathematics
Schaadt, Beverlyann	Mathematics
Schall, Janice	Sociology
Schinke, Ward	Economics
Schutte, Donna	Nursing
Shaw, Terrance	Biology
Sigloch, Steven	Physical Education
Skiba, Karin	Art
Slocum, David	Automotive Technology
Smith, Heather	Biology
Smith, John	Physical Education
Smith, Mark	Biology
Stearns, Frank	Accounting
Sternburg, Charles	Anatomy and Physiology
Stevens, Walter	Theater Arts
Stone, Sylvia	Nursing
Suzuki, Takashi	Japanese
Tjandra, Margaret	English as a Second Language
Torre, Sandra	Computer Applications Technologies
Tran, Phu	Physics
Tschetter, Sheryl	English
Tutor, Patricia	Nursing
Ulloa, Yuri	Automotive Technology
Urquizu, Linda	Library Services
Van Hulle, Paul	Engineering
VantHul, Tammy	Nursing
Wagner, Stephen	Anatomy and Physiology
Wagner, Thomas	Business Administration

Name	Subject
Wales, Edward	Engineering
Waxman, David	Physical Education
Webster, Diana	Management/Business Administration
Westbrook, Peter	Cosmetology
Wicken, Ingrid	Physical Education
Williams, Edward	English
Worsham, Patricia	Accounting
Yates, Sharon	Early Childhood Studies
Yglecias, Elizabeth	Counseling
Yoshino, Ron	History
Young, John	Economics
Yount, Gwendolyn	Spanish
Zwart, Gail	Management/Business Administration

NAME	SUBJECT
Allgaier, Jennifer	Dance
Amaya, Jennifer	Music
Bayen, Gebreas	Chemistry
Beckwith, Ted	Construction
Berg-Ridenour, Sherryl	Business
Brautigam, Brian	Computer Information Systems
Buchanan, Jamie	Psychology
Castano, Carolyn	Art
Dealba-Young, Claudia	Japanese
DeGennaro, John	English
Denney, Jacqueline	Nursing
Donahue, Ruth	Emergency Medical Services
Dun, Miki	Dance
Ellis, Stephen	Cosmetology
Farhat, Daniel	Economics
Giem, Rebecca	Sociology
Goossens, Michelle	Anthropology
James, Marcia	Nursing
Lacy, Gwendolyn	Reading
Laureano-Ribas, Kaysa	Mathematics
Limar-Jansen, Valjeania	Theatre
Loewy, Misty	Psychology
Lowry, Thomas	Senior Citizen Education
Lyon, Heather	Biology
Macias, Patricia	English
Marhuenda-Donate, Felix	Mathematics
Mills, Michael	Dance
Moore, William	Computer Information Systems
Nguyen, Tung	Mathematics
Olds, Jennifer	English
Oliver, Mark	Computer Information Systems
Park, Steve	Mathematics
Perez, Ann	Geology
Powell, Roger	Computer Information Systems
Pradia, Vivian	Administration of Justice
Santana, Rieko	Culinary Arts

<u>NAME</u>	<u>SUBJECT</u>
Sass, Margaret	Speech Communications
Schuit, Carol	Nursing
Schultz, Garth	Computer Information Systems
Tayyar, Rana	Biology
Wright, Michael	Business
Zardkoohi, Sohrab	Culinary Arts

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Thuy Nguyen	Clerical, Hourly	12/19/05-06/30/06	27-1
Ruth Ann Milam	Clerical, Substitute	01/03/06-06/30/06	16-1
James Seals	Clerical, Substitute	01/25/06-02/28/06	13-1
Raymond Robbins, II	Senior Tool Room Attend, Sub.	12/01/05-06/30/06	16-1

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Stephanie Granton	Clerk Trainee	12/01/05-06/30/06	6.75/hour
J. Baker	Educational Assistant	11/28/05-06/30/06	6.75/hour
Kimberly Simpson	Food Service Assistant	12/15/05-06/30/06	9.00/hour
Brookley Cross	Grant Facilitator	01/09/06-06/30/06	40.00/hour
Monica Gutierrez	Grant Facilitator	02/01/06-06/30/06	40.00/hour
Mark Mitchell	Grant Facilitator	01/09/06-06/30/06	40.00/hour
Andy Robles	Grant Facilitator	02/01/06-06/30/06	40.00/hour
Staci Bokano	Instructional Aide I	01/16/06-06/30/06	6.75/hour
Thadeus Johnson	Instructional Aide I	01/23/06-06/30/06	6.75/hour
David Martinez	Instructional Aide I	01/23/06-06/30/06	6.75/hour
Eric Stone	Instructional Aide I	10/24/05-06/30/06	6.75/hour
Amy Struxness	Instructional Aide I	11/01/05-06/30/06	6.75/hour
Maria Bueno	Instructional Aide II	02/01/06-06/30/06	7.25/hour
Daphne Hunter	Interpreter II	01/10/06-06/30/06	15.00/hour
Joshua Pedroza	Lab Aide II	11/01/05-06/30/06	10.00/hour
Cristina Cervantes	Office Assistant I	01/11/06-06/30/06	9.00/hour
Cassandra Gill	Office Assistant I	01/01/06-06/30/06	9.00/hour
Gary Jones	Office Assistant I	01/03/06-06/30/06	9.00/hour
Laura Saldana	Office Assistant I	12/01/05-03/31/06	9.00/hour
William Sandoval	Office Assistant I	01/30/06-06/30/06	9.00/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>
Jeffrey Olario	Office Assistant II	01/23/06-06/30/06	10.50/hour
Ana Arriaza	Office Assistant III	01/25/06-06/30/06	12.50/hour
Shelley Medina	Office Assistant III	01/03/06-06/30/06	12.50/hour
Theodore Bridges	Office Assistant IV	01/03/06-06/30/06	14.00/hour
Rita Perez	Office Assistant IV	01/18/06-06/30/06	14.00/hour
Ralph Ybarra	Photographer II	01/23/06-06/30/06	15.00/hour
Larry Coyle	Registered Nurse I	01/05/06-06/30/06	30.00/hour
Frances Davis	RN IV/Nurse Practitioner	12/15/05-06/30/06	45.00/hour
Aaron Wharton	Stage Technician II	12/01/05-06/30/06	7.50/hour
Tzoler Oukayan	Student Activities Advisor	01/30/06-06/30/06	13.45/hour
Damien Smith	Student Activities Advisor	01/23/06-06/30/06	13.45/hour
Efrain Cantabrana	Student Activities Assistant	01/30/06-03/30/06	10.50/hour
Vidal Hernandez	Student Activities Assistant	02/01/06-06/30/06	10.50/hour
Steven Fiore	Technical Director	01/01/06-06/30/06	12.65/hour
David Hennager	Technical Director	01/01/06-06/30/06	12.65/hour
Adrian Bachman	Tutor II	01/01/06-06/30/06	8.00/hour
Oscar Burgos	Tutor III	01/03/06-06/30/06	9.00/hour
Amy Davlin	Tutor III	01/03/06-06/30/06	9.00/hour
Cherie Ferero-Rozo	Tutor III	01/03/06-06/30/06	9.00/hour
Jennifer Hess	Tutor III	01/03/06-06/30/06	9.00/hour
Carlos Naranjo	Tutor III	01/03/06-06/30/06	9.00/hour
Joseph Pickett	Tutor IV	01/03/06-06/30/06	10.00/hour
Stephanie Whelan	Tutor IV	10/01/05-06/30/06	10.00/hour
Trisha Wilging	Tutor IV	10/01/05-06/30/06	10.00/hour

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Brian Green	Applied Technology	10/01/05-12/15/05
Danielle Medina	Applied Technology	02/13/06-06/09/06
Kellyanne Achramowicz	Culinary Academy	01/03/06-04/14/06
Mack Anderstrom	Culinary Academy	01/03/06-04/14/06
Raul Anguiano	Culinary Academy	01/03/06-04/14/06
Fred Baquet	Culinary Academy	01/03/06-04/14/06
Tobias Bartee	Culinary Academy	01/03/06-04/14/06
Stephanie Beltran	Culinary Academy	01/03/06-04/14/06
Simon Bouie	Culinary Academy	01/03/06-04/14/06
Matt Bukky	Culinary Academy	01/03/06-04/14/06
Eric Carter	Culinary Academy	01/03/06-04/14/06
Rafael Casique	Culinary Academy	01/03/06-04/14/06
Ricardo Casique	Culinary Academy	01/03/06-04/14/06
Paola Fierro Castillo	Culinary Academy	01/03/06-04/14/06
Mailee Chau	Culinary Academy	01/03/06-04/14/06
Mark Contreras	Culinary Academy	01/03/06-04/14/06
Javier Cosio	Culinary Academy	01/03/06-04/14/06
Damaris Cuevas	Culinary Academy	01/03/06-04/14/06
Ralph DeLaOsa	Culinary Academy	01/03/06-04/14/06
Nicole Duncan	Culinary Academy	01/03/06-04/14/06
Mike Farber	Culinary Academy	01/03/06-04/14/06
Kevin Fritts	Culinary Academy	01/03/06-04/14/06
Sherelle Gaines	Culinary Academy	01/03/06-04/14/06
Josefina Gaona	Culinary Academy	01/03/06-04/14/06
Adrian Garcia	Culinary Academy	01/03/06-04/14/06
David Gonzales	Culinary Academy	01/03/06-04/14/06
Timothy Gonzales	Culinary Academy	01/03/06-04/14/06
Karlton Gregson	Culinary Academy	01/03/06-04/14/06
Tamara Hagen	Culinary Academy	01/03/06-04/14/06
Ricardo Haslett	Culinary Academy	01/03/06-04/14/06
Virginia Henry	Culinary Academy	01/03/06-04/14/06
Liliana Jardon	Culinary Academy	01/03/06-04/14/06
Mary Khattar	Culinary Academy	01/03/06-04/14/06
Scott Koneferenisi	Culinary Academy	01/03/06-04/14/06
Henri Krant	Culinary Academy	01/03/06-04/14/06
Daniel Landin	Culinary Academy	01/03/06-04/14/06
Michael Lapow	Culinary Academy	01/03/06-04/14/06
Michelle Lara	Culinary Academy	01/03/06-04/14/06
Franciso Lira	Culinary Academy	01/03/06-04/14/06
Alejandro Lizano	Culinary Academy	01/03/06-04/14/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Yolanda Love	Culinary Academy	01/03/06-04/14/06
Andrew Manchego	Culinary Academy	01/03/06-04/14/06
Miss Marie	Culinary Academy	01/03/06-04/14/06
Debra Marshall	Culinary Academy	01/03/06-04/14/06
Ann Martinez	Culinary Academy	01/03/06-04/14/06
Hope McCants	Culinary Academy	01/03/06-04/14/06
Aja McKinney	Culinary Academy	01/03/06-04/14/06
Arielle McMullen	Culinary Academy	01/03/06-04/14/06
Andres Mendoza	Culinary Academy	01/03/06-04/14/06
William Meredith	Culinary Academy	01/03/06-04/14/06
Natashia Moore	Culinary Academy	01/03/06-04/14/06
Erin Nelson	Culinary Academy	01/03/06-04/14/06
Eleanor Perez	Culinary Academy	01/03/06-04/14/06
Robert Phang	Culinary Academy	01/03/06-04/14/06
Daryl Pitchford	Culinary Academy	01/03/06-04/14/06
Jacklyn Plain	Culinary Academy	01/03/06-04/14/06
Ioan John Popa	Culinary Academy	01/03/06-04/14/06
Jeneé Poverelli	Culinary Academy	01/03/06-04/14/06
Kristen Rich	Culinary Academy	01/03/06-04/14/06
Mackenzie Riffle	Culinary Academy	01/03/06-04/14/06
Jacqueline Rios	Culinary Academy	01/03/06-04/14/06
Mark Root	Culinary Academy	01/03/06-04/14/06
Michaela Roper	Culinary Academy	01/03/06-04/14/06
Barbara Sanders	Culinary Academy	01/03/06-04/14/06
Albert Sankey	Culinary Academy	01/03/06-04/14/06
Jose Santos	Culinary Academy	01/03/06-04/14/06
John Sells, Jr.	Culinary Academy	01/03/06-04/14/06
Fabian Serafin	Culinary Academy	01/03/06-04/14/06
Nicole Shorter	Culinary Academy	01/03/06-04/14/06
Hugo Silva	Culinary Academy	01/03/06-04/14/06
Mary Simpkins	Culinary Academy	01/03/06-04/14/06
Jessica Simpson	Culinary Academy	01/03/06-04/14/06
Linzy St. George	Culinary Academy	01/03/06-04/14/06
Mark Swanson, Jr.	Culinary Academy	01/03/06-04/14/06
Sapientia Uwanyirigira	Culinary Academy	01/03/06-04/14/06
Paul Valencia	Culinary Academy	01/03/06-04/14/06
Carlos Valladares	Culinary Academy	01/03/06-04/14/06
Elias Vera	Culinary Academy	01/03/06-04/14/06
Faith Walker	Culinary Academy	01/03/06-04/14/06
Gilda Williams	Culinary Academy	01/03/06-04/14/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Elda Abadin-Zarraga	Nursing	01/03/06-02/13/06
Griseld Acosta	Nursing	01/03/06-02/13/06
Christopher Adams	Nursing	01/03/06-02/13/06
Jennifer Afalla	Nursing	01/03/06-02/13/06
Angela Bandini	Nursing	01/03/06-02/13/06
Russell Blankenship	Nursing	01/03/06-02/13/06
Stacey Bolton	Nursing	01/03/06-02/13/06
Erica Brooks	Nursing	01/03/06-02/13/06
Edith Burdett	Nursing	01/03/06-02/13/06
Terrence Cagandahan	Nursing	01/03/06-02/13/06
Sarah Cahoon	Nursing	01/03/06-02/13/06
Judy Camo	Nursing	01/03/06-02/13/06
Van Chau	Nursing	01/03/06-02/13/06
Maung Ching	Nursing	01/03/06-02/13/06
Carlos Cox	Nursing	01/03/06-02/13/06
Katricia Culp	Nursing	01/03/06-02/13/06
Thao Dao	Nursing	01/03/06-02/13/06
Maria DeLeon	Nursing	01/03/06-02/13/06
Jennifer Dubois	Nursing	01/03/06-02/13/06
Doris Dunger	Nursing	01/03/06-02/13/06
Cristina Duran	Nursing	01/03/06-02/13/06
Jennifer Espejo	Nursing	01/03/06-02/13/06
Angela Fife	Nursing	01/03/06-02/13/06
Heather Glendenning	Nursing	01/03/06-02/13/06
Loreen Gutierrez	Nursing	01/03/06-02/13/06
Jennifer Haley	Nursing	01/03/06-02/13/06
Patricia Hedden	Nursing	01/03/06-02/13/06
Marie Hicaro	Nursing	01/03/06-02/13/06
Bette Hicks	Nursing	01/03/06-02/13/06
Daphne Holmes-Walker	Nursing	01/03/06-02/13/06
Amy Hopkins	Nursing	01/03/06-02/13/06
Susan Kazsuck	Nursing	01/03/06-02/13/06
Serah Kiru	Nursing	01/03/06-02/13/06
Mindy Klatt	Nursing	01/03/06-02/13/06
David Kolcz	Nursing	01/03/06-02/13/06
Suresh Kurup	Nursing	01/03/06-02/13/06
Sharie Malubay	Nursing	01/03/06-02/13/06
Diana McHale	Nursing	01/03/06-02/13/06
Vivian Miranda	Nursing	01/03/06-02/13/06
Candice Moses	Nursing	01/03/06-02/13/06
Dulce Ngo	Nursing	01/03/06-02/13/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Catvy Nguyen	Nursing	01/03/06-02/13/06
Elaine O'Banion	Nursing	01/03/06-02/13/06
Diane Odgers	Nursing	01/03/06-02/13/06
Monica Ortiz	Nursing	01/03/06-02/13/06
Yoyce Oyetibo	Nursing	01/03/06-02/13/06
Douglas Pederson	Nursing	01/03/06-02/13/06
Kameron Penn	Nursing	01/03/06-02/13/06
Jennie Price	Nursing	01/03/06-02/13/06
Karen Richardson	Nursing	01/03/06-02/13/06
Anita Rodriguez	Nursing	01/03/06-02/13/06
Meuyhin Saephan	Nursing	01/03/06-02/13/06
Nenetzin Santos	Nursing	01/03/06-02/13/06
Katy Schmidt	Nursing	01/03/06-02/13/06
Mildred Shorter	Nursing	01/03/06-02/13/06
Anne Smith	Nursing	01/03/06-02/13/06
Vonny Supit	Nursing	01/03/06-02/13/06
Ryan Tabares	Nursing	01/03/06-02/13/06
Donia Till	Nursing	01/03/06-02/13/06
Sylvia Tolang-Cruz	Nursing	01/03/06-02/13/06
Melissa Trejo	Nursing	01/03/06-02/13/06
Nicoleta Udenze-Motoroiu	Nursing	01/03/06-02/13/06
Stacy Valasquez	Nursing	01/03/06-02/13/06
Anita Walsh	Nursing	01/03/06-02/13/06
Grace Wang	Nursing	01/03/06-02/13/06
Teresa Washington	Nursing	01/03/06-02/13/06
LaDenta Watson	Nursing	01/03/06-02/13/06
Lashemia Wilson	Nursing	01/03/06-02/13/06

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Abdul Azis, Siti	Student Worker	Tutorial Services - RIV	01/27/06	19-4
Aguirre, Marisela	Student Worker	College Safety and Police - MOV	01/31/06	19-4
Baron, Ernest	Student Worker	College Safety & Police - RIV	07/25/05	19-4
Butler, William	Student Worker	Library - RIV	01/27/06	19-4
Cantero Romero, Sandra	Student Worker	Tutorial Services - NOR	01/31/06	19-4
Garnett, Matthew	Student Worker	Tutorial Services - MOV	01/20/06	19-4
Ghalandar, Mahsa	Student Worker	Student Activities - NOR	01/13/06	19-4
Hopkins, Christopher	Student Worker	Art Gallery - RIV	01/20/06	19-4
Ishak Gabra, Mari	Student Worker	Library - RIV	01/31/06	19-4
Martinez, Veronica	Student Worker	Public Affairs/Marketing - RIV	01/25/06	19-4
McCann Jr, Allen	Student Worker	AV Labs & Services - NOR	01/20/06	19-4
Olivas, Brianna	Student Worker	Athletics - RIV	01/27/06	19-4
Ollison, E.J.	Student Worker	Outreach - RIV	01/31/06	19-4
Ramirez, Rocio	Student Worker	Library - RIV	01/27/06	19-4
Reisa, Cassandra	Student Worker	Mathematics - RIV	01/20/06	19-4
Samuel, Lance	Student Worker	College Safety & Police - RIV	01/31/06	19-4
Sanderfield, Sharon	Student Worker	Tutorial Services - NOR	01/27/06	19-4
Shores, Nicholas	Student Worker	AV Labs & Services - NOR	01/31/06	19-4
Tamayo, Gregory	Student Worker	Student Services - MOV	01/27/06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Peters III, Sanford	Student Worker	Athletics - RIV	01/31/06	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: February 21, 2006

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 \$893,778.04 requested by District staff and issued by the Business Office, have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 68623-69719) totaling \$3,452,974.65 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education’s audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$893,778.04 and District Warrant Claims totaling \$3,452,974.65.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/01/06 thru 1/25/06

PO#	Fund	Department	Vendor	Description	Amount
P64568	12	Grants Department - Riv Co Emancipation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,801.50
P64571	12	Dean of Education - Title V	Sharp Electronics Corp.	Equip. Additional \$5000 >	5,975.30
P64572	12	Dean of Education - Americorps	Disaster Management Systems, Inc.	Other Supplies	3,016.12
P64574	12	Music - Instructional Equipment	Troxell Communications, Inc.	Equip. Additional \$200-\$4999	2,731.46
P64575	12	Music - Instructional Equipment	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	4,044.94
P64578	12	Allied Health - Spanish Language Culture	Universidad Peruana De Ciencias	Conferences	43,450.00
P64582	12	Allied Health - Spanish Language Culture	Riverside Community College	Conferences	1,170.00
P64586	12	Dean of Education - Title V	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	18,415.55
P64587	12	Dean of Education - Title V	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	33,424.05
P64590	12	Library - Instructional Equipment	B & H Photo - Video	Equip. Additional \$200-\$4999	2,771.94
P64591	12	Library - Instructional Equipment	Troxell Communications, Inc.	Equip. Additional \$200-\$4999	11,304.91
P64592	12	Library - Instructional Equipment	Troxell Communications, Inc.	Equip. Additional \$200-\$4999	5,068.56
P64594	12	CITD - Grant	Lowe, Charles	Other Services-International Business Trainer	4,700.00
P64603	11	School of The Arts	Riverside Arts Council	Other Services-Council in Support of Economic Prosperity	1,000.00
P64611	11	Anthropology	Reliable Office Solutions	Equip. Additional \$200-\$4999	2,169.15
P64617	11	Administrative Support Center	Kelly Paper Company	Copying and Printing	4,000.00
P64618	12	Physical Education	Wilson Sporting Goods	Instructional Supplies	1,393.09
P64625	11	Hazardous Materials	Environmental Management	Waste Disposal	6,958.30
P64627	12	Instructional Support- VTEA	Cerro Coso Community College	Other Travel Expenses	1,000.00
P64629	12	Instructional Support- VTEA	San Bernardino Comm. College District	Other Services-Activities for Mini Grant Program	15,000.00
P64632	12	Fire Control Technology - VTEA	Dell Computers	Comp Equip Additional \$200-\$4999	1,809.45
P64633	11	Open Campus-TV Classes	Dallas County Community College	Other Services-Student License Fees	4,268.00
P64634	12	Fire Control Technology - VTEA	Weidmart LLC	Equip. Additional \$200-\$4999	1,290.00
P64636	12	Admissions & Records - Instructional	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,667.97
P64637	11	Open Campus-TV Classes	Governors State University	Other Services-Student License Fees	1,688.00
P64639	11	Physical Facilities Planning	Hudson, Cheryl L.	Other Services-Develop 5-yr Capital Construction Program	5,000.00
P64640	41	RSA / RCC Systems Offices - Planning	KCT Consultants, Inc.	Architect's Fees	21,000.00
P64643	12	Business and Commerce - Instruction Mo Valley	Gateway Companies, Inc.	Other Supplies	4,525.18
P64644	12	Child Development Center	Thompson Engineering	Equip. Additional \$5000 >Audio Monitoring & Paging System	24,727.16
P64646	11	Admissions & Records	Golden Pacific Systems	Copying and Printing	1,840.81
P64647	11	Academic Affairs - Int'l Education	Schall, Janice	Conferences	1,610.00
P64648	11	Open Campus	EAPPS	Other-Web Hosting Service	1,508.00
P64657	12	Staff Diversity	4imprint	Other Supplies	1,355.81
P64660	11	Admissions & Records	Perfect Form Business Services, Inc	Copying and Printing	2,813.89
P64668	12	Media Services - Instructional Equipment	Micworks, Inc.	Equip. Additional \$200-\$4999	2,145.10
P64670	12	Media Services - Instructional Equipment	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	4,540.59
P64671	12	Grants Department - Riv Co Post-Emancipation	Riverside Community College	Other Supplies	5,000.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$10000 and over
1 01 06 thru 1 25 06

PO#	Fund	Department	Vendor	Description	Amount
P64680	11	Fire Control Technology - Ben Clark	Riverside County Fire Department	Rents and Leases	1,000.00
P64682	11	Voice Communication Services	SK Telecon, Inc.	Fixtures & Fixed Equipment	5,500.00
P64687	11	Persomnal Management	Claremont Graduate University	Conferences	1,060.00
P64688	11	Administrative Support Center	United States Postal Service	Postage	40,000.00
P64690	11	Voice Communication Services	SK Telecon, Inc.	Fixtures & Fixed Equipment	6,500.00
P64691	11	Voice Communication Services	NEC Unified Solutions, Inc.	Comp Equip Additional \$5000 >	17,614.49
P64693	11	Voice Communication Services	NEC Unified Solutions, Inc.	Comp Equip Additional \$200-\$4999	1,400.29
P64694	11	Voice Communication Services	NEC Unified Solutions, Inc.	Comp Equip Additional \$200-\$4999	1,400.29
P64700	41	Riv Campus - Relocatable Swing Space	Apple Valley Communications	Fixtures & Fixed Equipment	2,223.02
P64702	12	English - Instructional Equipment	SK Telecon, Inc.	Fixtures & Fixed Equipment	5,350.00
P64703	12	English - Instructional Equipment	International Teaching Systems Inc.	Fixtures & Fixed Equipment	4,536.25
P64708	12	Disabled Students Program & Services	Office Depot	Other Supplies	1,500.00
P64709	12	Physical Sciences, General - Instructional	Troxell Communications, Inc.	Equip Additional \$200-\$4999	3,510.50
P64712	11	Physicians Assistant	Accreditation Review Commission	Memberships	2,500.00
P64714	12	Campus Student Services - Instructional	Selhi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	1,421.96
P64716	12	Campus Student Services - Instructional	Sharp Electronics Corp.	Equip Additional \$5000 >	13,077.35
P64717	12	Disabled Students Program & Services-Instructional	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	5,883.15
P64718	12	Disabled Students Program & Services-Instructional	Accessible Designs Adjustable System	Equip Additional \$200-\$4999	6,026.72
P64721	11	Printing and Lithography	Keiser, Terry	Conferences	2,085.59
P64723	12	Student Services - Instructional	CDW-G	Comp Equip Replacement \$200-\$4999	3,799.48
P64724	12	Student Services - Instructional	CDW-G	Comp Equip Replacement \$200-\$4999	4,340.40
P64725	12	Student Services - Instructional	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	8,285.98
P64726	12	Student Services - Instructional	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	4,670.96
P64727	12	Admissions & Records - Instructional	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	9,283.74
P64728	12	Admissions & Records - Instructional	Selhi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	2,368.14
P64731	12	Student Services - Instructional	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,481.56
P64741	11	Student Services	Liebert Cassidy Whitmore	Legal	1,462.50
P64742	11	Open Campus-TV Classes	San Bernardino Comm College District	Other Services-KVCR Telecourse Programming	5,250.00
P64744	61	Risk Management	Schools Excess Liability Fund	Liability Insurance	27,062.00
P64746	11	Media	Films For The Humanities & Sciences	Instr Media Material	11,000.00
P64748	12	CITD - Marketing Development	Jay P. Cooper, Attorney at Law	Other Services-ETEC Sustainability Plan	2,340.00
P64751	12	Contracts / Customized Training	Slayton, Deborah	Conferences	1,422.15
P64757	12	Grants Department - Riv Co Pre-Emanicipation	College of the Desert	Food	2,000.00
P64765	11	Catalogues & Schedules	Synergistic Mailing Services	Other Services-Delivery of Spring 06 Class Schedules	3,900.00
P64772	12	Library - Instructional Equipment	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	1,453.77
P64774	11	Building Maintenance - Art - Basement Renovation	Contract Carpet	Remodel Projects	2,325.00
P64775	12	Job Placement Services- Instr Equipment	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,232.66
P64780	61	Risk Management	Advanced Electrical Contracting Inc.	Fixtures & Fixed Equipment	4,432.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1,000 and over
1/01/06 thru 1/25/06

PO#	Fund	Department	Vendor	Description	Amount
P64784	12	Media and Communications, General-V	Sony Training Institute	Conferences	1,950.00
P64785	12	Media and Communications, General-V	Giornalista, Nino	Conferences	1,170.03
P64786	11	Course and Curriculum Development	American Express Co.	Conferences	1,492.60
P64787	11	Student Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,116.21
P64793	11	Music - Symphony Strings	Long, Becky Marsh	Professional Services	1,500.00
P64797	41	Riv Campus - Parking Structure	CDW-G	Fixtures & Fixed Equipment	2,344.89
P64802	11	IS Network Systems	Dyntek Services, Inc	Computer Software Maint.License	8,720.64
P64806	11	Personnel Management	Law Offices of Adam Green	Legal	4,190.00
P64807	11	Public Affairs & Institutional Advancement	G/M Business Interiors	Equip Replacement \$200-\$4999	1,068.79
P64809	11	IS Network Systems	MTM Technologies, Inc.	Comp Equip Replacement \$200-\$4999	2,748.92
P64813	11	Chancellor's Office	American Express Co.	Other Travel Expenses	1,197.60
P64814	12	Provost - Norco - Instructional Equipment	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,992.30
P64815	11	Business Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,675.51
P64817	12	Student Services - Talent Search Norco	Channing Bete Company, Inc.	Other Supplies	2,010.99
P64818	11	Performance(Choral,Band,Etc.) March	Moffett, Robert	Instructional Supplies	9,826.80
P64820	12	Provost - Norco - Title V Norco Campus	Troxell Communications, Inc.	Instructional Supplies	12,872.68
P64827	11	Intercollegiate Athletics	Funseekers	Transportation Contracts	5,500.00
P64829	32	Food Services	State Board of Equalization	Sales Tax	1,698.00
P64830	11	Physical Education	Empire Sports and Cages	Instructional Supplies	1,046.68
P64833	11	IS Network Systems	Amazon.Com Credit	Reference Books	1,000.00
P64834	12	Music - Instructional Equipment	Jim's Music Center, Inc.	Equip Additional \$200-\$4999	2,016.00
P64838	12	Dental Hygiene - Instructional Equipment	Seatron Corporation	Equip Additional \$200-\$4999	2,598.64
P64840	11	Building Maintenance - Rescarpet Huntley Gym	Contract Carpet	Remodel Projects	2,079.00
P64859	12	Grants Department - Riv Co Post-Emanicipation	California Youth Connection	Other Travel Expenses	1,260.00
P64861	12	Grants Department - Riv Co Post-Emanicipation	Holiday Inn	Other Travel Expenses	2,359.98
P64862	11	Dean of Instruction - Norco	Troxell Communications, Inc.	Instructional Supplies	1,218.65
P64864	12	Music - Instructional Equipment	Woodwind & Brasswind	Instructional Supplies	1,292.99
P64865	12	Emergency Medical Tech. - Instr Equipment	Laerdal Medical Corporation	Instructional Supplies	3,196.94
P64866	12	Grants Department - Riv Co Pre-Emanicipation	Barnes & Noble	Other Supplies	4,714.06
P64867	12	Grants Department - Riv Co Post-Emanicipation	Melesko, Andraea	Other Travel Expenses	1,385.00
P64873	12	Counseling & Guidance - Matriculation	Office Depot	Other Supplies	1,000.00
P64874	11	Administrative Support Center	W.A Charmsstrom Co. Inc.	Other Supplies	2,150.45
P64875	12	Financial Aid Administration - BFAP	Omni Shoreham	Conferences	1,116.38
P64876	11	Admissions & Records	Datatel, Inc.	Conferences	1,190.00
P64878	12	Financial Aid Administration - BFAP	Omni Shoreham	Conferences	1,116.38
P64880	11	Catalogues & Schedules	United States Postal Service	Postage	23,738.00
P64900	11	Public Affairs & Institutional Advancement	ARSA Embroidery and Silkscreen	Advertising	1,350.44
P64903	12	Student Services - Upward Bound Trio	Impact Promotional Products	Other Supplies	1,739.39

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 1 01 06 thru 1 25 06

PO#	Fund	Department	Vendor	Description	Amount
P64907	12	Student Services - Upward Bound Trio	Adventures In Advertising Franchise	Other Supplies	1,993.60
P64908	12	Provost - Norco - Instructional Equipment	Troxell Communications, Inc.	Equip Additional \$200-\$4999	4,555.67
P64911	12	Provost - Norco - Instructional Equipment	Jim's Music Center, Inc.	Equip Additional \$200-\$4999	4,848.17
P64919	12	Grants Department - Riv Co Emancipation	White, Lisa	Lecturers	1,800.00
P64920	11	Building Maintenance	Shiffler Equipment Sales, Inc.	Repair Parts	1,000.00
P64925	12	Counseling & Guidance - Matriculation	DrThomas, Deborah	Conferences	1,157.57
P64927	11	Chancellor's Office	Anderson, Lorraine	Conferences	1,177.24
P64929	41	Riv Campus - Parking Structure	City of Riverside	Other - Water Fees for New Connection on Magnolia	6,050.00
P64932	11	Counseling & Guidance	Bridges.Com	Computer Software Maint/License	1,169.09
P64933	12	Computer and Information Science	Sigmanet, Inc.	Comp Equip Additional \$200-\$4999	1,702.45
P64934	11	Police Academy	Chief Supply, Inc.	Equip Additional \$200-\$4999	1,338.99
P64936	11	Catalogues & Schedules	Valley Printers, Inc.	Printing Class Schedule	27,103.96
P64938	12	Financial Aid Administration - BFAP	Lamar Companies, The	Advertising	35,930.00
P64941	11	Cosmetology	Jazz-Z Beauty Products	Equip Additional \$200-\$4999	17,415.24
P64943	12	Grants Department - Title V - Riverside	MTM Technologies, Inc.	Comp Equip Additional \$200-\$4999	1,894.09
P64945	11	Warehouse	Xpsdx	Purchase/Cost of Goods Sold	2,000.00
P64946	11	Affirmative Action	Veteran Journal, Inc., The	Advertising	1,997.00
P64952	11	Performing Arts Summer Theater Conservatory	Southern Utah University	Other Travel Expenses	1,680.00
P64956	12	Provost - Norco - Instructional Equipment	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	4,189.32
P64962	11	Open Campus	Bramucci, Robert	Conferences	1,000.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1,000 and over
1 01 06 thru 1 25 06

PO#	Fund	Department	Vendor	Description	Amount
P61027	32	Food Services	Interstate Brands Corp.	Food	2,000.00
P61029	32	Food Services	Ling's	Food	2,000.00
P61032	32	Food Services	Syseo Corp.	Paper Products	20,000.00
P61405	11	Auditorium	KH Metals and Supply	Theatre Supplies	1,300.00
P61430	11	Admissions & Records	Reliable Office Solutions	Other Supplies	1,000.00
P61493	12	Instructional Support-VTEA Title I	Riverside Marriott	Other Services- Meeting Rooms for Occupational Ed Retreat	5,000.00
P61564	11	Grounds Maintenance and Repairs	Ewing Irrigation Products	Grounds/Garden Supplies	1,780.00
P61619	12	Student Services - Grant	Inland Empire Stages, Ltd.	Transportation Contracts	1,700.00
P61626	11	Building Maintenance	Home Depot	Repair Parts	1,000.00
P61627	11	Building Maintenance	Inland Lighting Supplies, Inc.	Repair Parts	1,325.00
P61656	11	Campus Security	12th Street Cleaners	Laundry and Cleaning	1,500.00
P61688	12	EOPS- Category B	Jack Nadel, Inc.	Other Supplies	1,802.04
P61772	11	Community Outreach	Reliable Office Solutions	Other Supplies	1,000.00
P61778	11	Registered Nursing	Moore Medical Corporation	Instructional Supplies	2,000.00
P61798	12	Grants Department - Riv Co Pre-Emancipation	National Pen Corporation	Other Supplies	6,295.80
P61842	11	Custodial Services	Office Depot	Custodial Supplies	2,500.00
P61936	11	Intercollegiate Athletics	Riddell All American	Laundry and Cleaning	2,500.00
P62193	32	Food Services	California Deli Distributors, Inc.	Food	10,000.00
P62658	11	Auditorium	Medie Batteries	Theatre Supplies	2,000.00
P63074	11	Performance Riverside	Valentino's Costumes	Costume Rentals	3,830.00
P63349	11	Admissions & Records	Reliable Office Solutions	Other Supplies	1,150.00
P64118	12	Computer and Information Science	Academic Superstore	Computer Software Maint License	1,206.80
Subtotal (Pages 1-4)					719,532.11
Subtotal (Page 5)					72,889.64
Purchase Orders \$1,000 and Over					792,421.75
Purchase Orders under \$1,000					101,356.29
Grand Total					893,778.04

Additions to Approved Ratified Purchase Orders of \$1,000 and over

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: February 21, 2006

Subject: Annuities

Background: The staff listed on the attached report have requested that their employment contracts be changed to reflect adjustment to their annuities.

Recommended Action: It is recommended that the Board of Trustees approve Amendment to Employment Contracts and terminations as per attached list.

Salvatore G. Rotella
Chancellor

Prepared by: Ed Godwin
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: February 21, 2006

Subject: Budget Adjustments

Background: The 2005-06 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 purchase replacement equipment.		
From: Chancellor's Office	Supplies	\$ 500
To: Chancellor's Office	Equipment Replacement	\$ 500
2. Transfer to purchase supplies and equipment and to provide for conferences.		
From: Human Resources	Consultants	\$ 22,000
To: Human Resources	Supplies	\$ 8,000
	Equipment	11,000
	Conferences	3,000
3. Transfer to provide for conferences.		
From: Governmental Relations	Equipment	\$ 850
To: Governmental Relations	Conferences	\$ 850
4. Transfer to reallocate the Riverside County Emancipation Services Program budget. (Fund 12, Resource 1190)		
From: Riverside Co. Emancip Services	Other Services	\$ 26,400
To: Riverside Co. Emancip Services	Classified Hourly	\$ 20,000
	Classified Special Projects	6,400

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: February 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to provide for the Model United Nations trip to Egypt and for the California Community College League board policy update services.		
From: Salary Savings	Instr Salaries Reg. FT	\$ 27,982
To: Board of Trustees	Other Services	\$ 9,500
Economics, Geography, Poli Sci	Travel Expenses	18,482
6. Transfer to provide for conferences and Academic Special Projects for Nursing program grant development.		
From: Grants and Contracts	Classified Hourly	\$ 6,481
	Supplies	4,254
	Software	500
	Copying and Printing	60
	Periodicals/Magazines	1,164
	Equipment Replacement	761
To: Grants and Contracts	Academic Special Project	\$ 4,001
	Conferences	9,219
7. Transfer to purchase supplies and equipment.		
From: Public Safety Ed and Training	Telephone	\$ 3,500
	Lecturers	3,500
To: Public Safety Ed and Training	Instructional Supplies	\$ 5,655
	Equipment	1,345
8. Transfer to purchase supplies.		
From: Library, Riverside	Equipment	\$ 1,230
To: Library, Riverside	Supplies	\$ 1,230

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: February 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to purchase supplies.		
From: Fiscal Operations	Conferences	\$ 400
To: Fiscal Operations	Supplies	\$ 400
10. Transfer to reallocate the Riverside Title V Program budget. (Fund 12, Resource 1190)		
From: Title V	Academic FT Non-Instr	\$ 8,300
	Employee Benefits	17,800
	Computer Software License	4,770
	Other Services	26,000
To: Title V	Classified FT Admin	\$ 15,870
	Classified FT	29,000
	Instructional Aides, Hourly	12,000
11. Transfer to purchase equipment.		
From: Institutional Effectiveness	Consultants	\$ 11,396
To: Institutional Effectiveness	Equipment	\$ 5,690
	Equipment Replacement	5,706
12. Transfer to purchase equipment.		
From: Student Services, Puente Program	Supplies	\$ 524
To: Student Services, Puente Program	Equipment	\$ 524

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: February 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to purchase software licenses for the Norco Campus Mathematics department.		
From: Physical and Life Sciences	Instructional Supplies	\$ 856
	Software	1,300
To: Physical and Life Sciences	Comp Software Maint/Lic	\$ 2,156
14. Transfer to build and install cabinets in the Norco campus mailroom.		
From: Provost, Norco	Admin Contingency Acct	\$ 1,312
To: Facilities, Norco	Fixtures and Fixed Equip	\$ 1,312
15. Transfer to reallocate the Norco Title V Program budget. (Fund 12, Resource 1190)		
From: Title V	Other Services	\$ 2,000
	Equipment	8,500
To: Title V	Student Help – Non-Instr	\$ 10,500
16. Transfer to purchase equipment.		
From: Student Services, Norco	Supplies	\$ 230
To: Student Services, Norco	Equipment	\$ 230
17. Transfer to purchase equipment.		
From: Dental Hygiene, Moreno Valley	Instructional Supplies	\$ 62
To: Dental Hygiene, Moreno Valley	Equipment	\$ 62

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: February 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
18. Transfer to provide models for the Art program.		
From: Comm, Humanities and Soc Sci	Instructional Supplies	\$ 750
To: Comm, Humanities and Soc Sci	Professional Services	\$ 750
19. Transfer to purchase equipment.		
From: Performance Riverside	Custodial Supplies	\$ 700
To: Performance Riverside	Equipment	\$ 700
20. Transfer to reallocate the Instructional Equipment and Materials Program budget. (Fund 12, Resource 1190)		
From: Physical Science	Equipment	\$ 192
Library, Riverside	Equipment	97
To: Physical Science	Instructional Supplies	\$ 192
Library, Riverside	Supplies	97

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-b-1

Date: February 21, 2006

Subject: Resolution to Amend Budget – Resolution No. 17-05/06
Nuviev Bridge Early College High School Program

Background: With the Board of Trustees approval of Board Report No. V-A-4-a, presented later in this agenda, the Riverside Community College District will enter into a grant agreement in the amount of \$80,857 with the Foundation for California Community Colleges, an intermediary for the Early College High School Initiative funded by the Bill and Melinda Gates Foundation. Funding would provide for the establishment of the Nuviev Bridge Early College High School. The funds will be used to pay Nuviev High School for faculty stipends, a portion of an academic counselor, student laptops and supplies, professional development and travel expenses. The grant agreement was discussed at the February 7, 2006 Academic Affairs and Student Services Committee meeting.

Recommended Action: Contingent upon the Board of Trustees' approval of Board Report No. V-A-4-a, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$80,857 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Dr. Lisa Conyers
Dean of Instruction
Moreno Valley Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 17-05/06

Nuview Bridge Early College High School Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 80,857 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 February 21, 2006

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-b-2

Date: February 21, 2006

Subject: Resolution to Amend Budget – Resolution No. 18-05/06
2005-06 VTEA 1-C Program

Background: The Riverside Community College District has received augmentation funding for the 2005-2006 VTEA 1-C Program in the amount of \$152,757 from the California Community Colleges Chancellor's Office. The funds will be used to provide occupational education program improvement and support.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$152,757 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
District Dean, Occupational Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 18-05/06

2005-06 VTEA 1-C Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$152,757 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 February 21, 2006

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: February 21, 2006

Subject: Resolution to Amend Budget – Resolution No. 20-05/06
2005-2006 Gateway to College Early College High School Program

Background: The Riverside Community College District (RCCD) has received additional funding from two sources totaling \$156,233 for the 2005-2006 Gateway to College Early College High School (ECHS) Program. A Memorandum of Understanding between Gateway to College ECHS and RCCD, approved by the Board on December 13, 2005, provides an additional \$37,729. An Amendment increasing the contract between Portland Community College and RCCD, approved by the Board on January 24, 2006 provides \$60,000 for increasing enrollment by 60 students and \$58,504 to support replication efforts. The funds will be used to provide salaries and benefits for instruction and guidance, instructional supplies, professional development, and professional services.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$156,233 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak, Dean
Michael Wright, Director
Workforce Preparation

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 20-05/06

2005-2006 Gateway to College Early College High School Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$156,233 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 February 21, 2006

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 20-05/06
 2005-2006 Gateway to College Early College High School**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
06	33	07	2/21/2006	12

<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>
12	000	1190	0	0000	0364	8820	118,504 00	REVENUE
12	000	1190	0	0000	0364	8890	37,729 00	
								EXPENDITURES
12	ACW	1190	0	6020	0364	1439	114,000 00	Acad PT Non Instructional
12	↓	1190	0	↓	↓	3130	10,510 00	Employee Benefits
12	↓	1190	0	↓	↓	3335	1,773 00	↓
						3430	109 00	
12	↓	1190	0	↓	↓	3530	544 00	
12	↓	1190	0	↓	↓	3630	1,461 00	↓
12	ACW	1190	0	6020	0364	4320	10,000 00	Instructional Supplies
12	ACW	1190	0	6020	0364	4590	500 00	Office and Other Supplies
12	ACW	1190	0	6020	0364	5210	500 00	Mileage
12	ACW	1190	0	6020	0364	5520	10,000 00	Conference Expense
12	ACW	1190	0	6020	0364	5540	539 00	Telephone
12	ACW	1190	0	6020	3364	1439	3,883 00	Acad PT Non Instructional
12	↓	1190	0	↓	↓	3130	320 00	Employee Benefits
12	↓	1190	0	↓	↓	3335	56 00	↓
12	↓	1190	0	↓	↓	3530	18 00	↓
12	↓	1190	0	↓	↓	3630	47 00	↓
12	DZC	1190	0	4930	1364	1331	1,754 00	Acad PT
12	↓	1190	0	↓	↓	3110	145 00	Employee Benefits
12	↓	1190	0	↓	↓	3315	25 00	↓
12	↓	1190	0	↓	↓	3410	19 00	↓
12	↓	1190	0	↓	↓	3510	8 00	↓
12	↓	1190	0	↓	↓	3610	22 00	↓
							156,233 00	TOTAL INCOME
							156,233 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-c

Date: February 21, 2006

Subject: Contingency Budget Adjustments

Background: The 2005-06 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1.	Transfer to provide for additional Parking Structure periphery improvement costs. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 591,721
To:	Facilities, Riverside	Parking Structure	\$ 591,721

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-5-a

Date: February 21,2006

Subject: Award of Bid –Ceramics Building Roof Replacement

Background: On January 24, 2006, bids were received from four vendors in response to the Invitation for Bid for the Ceramics Building Roof Replacement. The Base Bid involves replacing the existing roof with felt, asphalt and a rock roof. Alternate #1 is a deductible from the base bid to eliminate installation of a new roof in the HVAC equipment well. Alternate #2 is to replace the existing roof and install Sarnafil thermoplastic membrane roofing as per the specifications.

The results are as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Alternate #2</u>
Solar Integrated Technologies Downey	119,267	-9,465	70,599
Stone Roofing Azusa	94,161	-10,800	0
Cabral Roofing Montebello	82,049	-12,950	54,461
Best Incorporated Gardena	99,075	-8,845	89,999

Following review, District staff recommends awarding Alternate #2 to Cabral Roofing. References for the low bidder were checked and found to be satisfactory. Scheduled Maintenance and Measure C general obligation bond funding for these projects has been budgeted in Fund 19, Resource 1090.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Ceramics Building Roof Replacement, Alternate #2, to Cabral Roofing, in the amount of \$54,461 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-5-b

Date: February 21, 2006

Subject: Piggyback Lease for Digital Copiers using County of Los Angeles
Contract # 41386/55754/12197801 with OCE-USA Inc.

Background: The District currently leases three copiers from OCE-USA, Inc. on a five year lease. There is one year to go on the lease and then RCCD owns the copiers. The copiers in the Moreno Valley and Norco Provost offices are insufficient to handle the volume required and need to be replaced.

The District has sought a replacement equipment bid for two of the copiers from OCE-USA with a trade-in for the two existing copiers. The bid from OCE-USA is a piggyback lease as authorized by the Section 20118 of the Public Contract Code. Bids were also solicited from Cannon USA Inc. and Xerox. The bids for the 5-year lease that were received are:

OCE-USA	Cannon	Xerox
\$208,120	\$224,587	\$233,520

Attached for the board's consideration is a proposed lease and service agreement between the Riverside Community College District and OCE-USA Inc. This agreement will replace an existing agreement which has provided copiers for the Norco and Moreno Valley Provosts departments. Through this agreement, OCE-USA Inc. will upgrade existing equipment with two new digital VP2100 copiers. District staff reviewed the proposal and bid and found it to be in the best interest of the District to lease from OCE-USA Inc. Funding will come from Fund 11, budgeted in Resource 1000.

Recommended Action: It is recommended that the Board of Trustees approve to piggyback on the County of Los Angeles Contract #41386/55754/12197801 with OCE-USA Inc., for the lease of two copiers for the Moreno Valley and Norco Provost departments. The five year lease amount shall not exceed \$208,120 including equipment, maintenance and supplies, excluding copy allowance excess charges and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FOUNDATION

Report No.: IV-A-6

Date: February 21, 2006

Subject: Donations

Background: The Riverside Community College District Foundation, a not-for-profit organization, encourages and regularly receives donations to be used for programs and projects of the District. In accordance with Board Policy and Regulations 6140, acceptance of such gifts by the District requires Board approval.

Recommended Action: It is recommended that the Board of Trustees accept the attached list of donated items.

Salvatore G. Rotella
Chancellor

Prepared by: Amy C. Cardullo
Director, RCC Foundation and Alumni Affairs

Description

Contributed to the Dental Hygiene Program

AirTechniques Radiograph Processor
Model #A.T2000 Plus
Estimate Value: \$300

Rinn Radiograph Duplicator
Estimated Value: \$100

Contributed to the Dental Hygiene Program

TeliCam IntraOral Camera
Model # TC5001TC
Estimated Value: \$500

Contributed to the Fire Technology Program

1988 Beck 1500 GPM Pumper
Estimated Value: \$8,000

Donor

Gerry Middleton, D.D.S.
8990 Garfield Street
Riverside, CA 92503

Uday N. Shah, D.D.S.
12625 Frederick Street, #F4
Moreno Valley, CA 92553

City of Palm Springs
Fire Chief Blake Goetz
300 North El Cielo
Palm Springs, CA 92262

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: February 21, 2006

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) Mr. Andy Robles, instructor, mathematics, to travel to Washington, D.C., February 16-18, 2006, to attend the Accreditation Board of Engineering and Technology, Technological Education Initiative Conference. Estimated cost: \$990.70. Funding source: the National Science Foundation/Advanced Technological Education grant funds.

Current:

- 1) Ms. Peggy Amodeo, counselor/instructor, teacher preparation, to travel to Atlanta, Georgia, March 16-19, 2006, to attend the 4th Annual National Association of Community College Teacher Education Programs Conference. Estimated cost: \$1,695.00. Funding source: Copernicus Grant Funds.
- 2) Ms. Sarah Burnett, instructor, early childhood studies, to travel to Denver, Colorado, March 29-31, 2006, to attend the National Coalition for Campus Children's Centers Annual Conference. Estimated cost: \$1,227.30. Funding source: the Fund for the Improvement of Education Grant.
- 3) Mr. John Byun, instructor, music, to travel to Salt Lake City, Utah, March 1-4, 2006, to attend the American Choral Directors Association Western Division Convention. Estimated cost: \$200.00. Funding source: the general fund.
- 4) Ms. Shelagh Camak, dean, workforce preparation, to travel to Washington, D.C., February 25-March 1, 2006, to attend the National Association of Workforce Boards Forum 2006 – Think Local, Act Global Conference. Estimated cost: \$2,486.97. Funding source: the general fund.
- 5) Mr. Joseph DeGuzman, assistant professor, mathematics, to travel to College Station, Texas, February 23-25, 2006, to attend the 6th Annual Texas A & M Assessment Conference. Estimated cost: \$1,307.80. Funding source: Title V grant funds.
- 6) Dr. Debbie DiThomas, associate vice chancellor, student services and operations, to travel to Washington, D.C., June 14-18, 2006, to attend the Accuplacer National Conference. Estimated cost: \$2,170.47. Fund source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: February 21, 2006

Subject: Out-of-State Travel

- 7) Mr. Jevon Hatcher, educational advisor, Upward Bound, to travel to Seattle, Washington, April 6-9, 2006, to attend the Council for Opportunity in Education, Budget and Data Management: Preparing for a Site Visit and Audit training conference. Estimated cost: \$1,081.54. Funding source: Educational Talent Search grant funds.
- 8) Mr. John Hopkins, associate professor, art, to travel to Portland, Oregon, March 6-11, 2006, to attend the National Council on Education for the Ceramic Arts. Estimated cost: \$1,195.00. Funding sources: \$200.00 from the general fund, and \$995.00 to be paid by the employee.
- 9) Ms. Ola Jackson, associate dean, teacher preparation, to travel to Atlanta, Georgia, March 16-19, 2006, to attend the 4th Annual National Association of Community College Teacher Education Programs Conference. Estimated cost: \$1,695.00. Funding source: Title V grant funds.
- 10) Ms. Renee Kimberling, district director, health services, to travel to New York City, New York, May 26-June 3, 2006, to attend the American College Health Association Annual meeting. Estimated cost: \$2,380.00. Funding source: the general fund.
- 11) Ms. Sue Kross, associate professor, nursing education, to travel to Las Vegas, Nevada, March 28-31, 2006, to attend the Psychiatric Nursing Conference. Estimated cost: \$1,374.15. Funding source: Vocational Technical Education Act grant funds.
- 12) Ms. Wilma LaCava, associate professor, nursing education, to travel to Baltimore, Maryland, April 4-9, 2006, to accompany 15 students attending the 54th Annual National Student Nursing Association Conference. Estimated cost: \$1,690.14. (There is no cost to the District for the students traveling.)Funding source: Vocational Technical Education Act grant funds.
- 13) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 4-9, 2006, to attend the Winter Guard International Championships (flags). There is no cost to the District.
- 14) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 19-23, 2006, to attend the Winter Guard International Championships (Drumline). There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: February 21, 2006

Subject: Out-of-State Travel (continued)

- 15) Mr. Jason Parks, instructor, mathematics, to travel to College Station, Texas, February 23-25, 2006, to attend the 6th Annual Texas A & M Assessment Conference. Estimated cost: \$ 1,278.69. Funding source: Title V grant funds.
- 16) Mr. Edward Roberts, interim director, Title V program, to travel to Atlanta, Georgia, March 16-19, 2006, to attend the National Association of Community College Teacher Education Programs. Estimated cost: \$1,687.00. Funding source: Title V grant funds.
- 17) Dr. Clarence Romero, associate professor, psychology, to travel to Washington, D.C., March 24-28, 2006, to accompany approximately 10 students attending the Hispanic Association of Colleges and Universities National Capital Forum. Estimated cost: \$9,850.00. Funding source: the Latino Educators of Tomorrow club trust.
- 18) Dr. Ward Schinke, associate professor, political science, to travel to New York City, New York, February 23-26, 2006, to attend the National Model United Nations Board Meeting. Estimated cost: \$293.95. Funding source: the general fund.
- 19) Ms. Sylvia Thomas, associate vice chancellor, instruction, to travel to New York City, New York, March 15-16, 2006, to participate in a site visit to Bard College, Early College High School. Estimated cost: \$480.00. Funding source: the general fund.
- 20) Ms. Sylvia Thomas, associate vice chancellor, instruction, to travel to Chicago, Illinois, May 1-3, 2006, to attend the International Reading Association 51st Annual Conference. Estimated cost: \$1,403.32. Funding source: the general fund.
- 21) Ms. Lynne Vazquez, site supervisor, early childhood studies, to travel to Denver, Colorado, March 29-31, 2006, to attend the National Coalition for Campus Children's Centers Annual Conference. Estimated cost: \$1,232.30. Funding source: Fund for the Improvement of Education grant funds.
- 22) Ms. Debbie Whitaker-Meneses, associate dean, early childhood studies, to travel to Atlanta, Georgia, March 16-18, 2006, to attend the 4th Annual National Association of Community College Teacher Education Programs Conference. Estimated cost: \$1,426.62. Funding source: Title V grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: February 21, 2006

Subject: Out-of-State Travel

- 23) Mr. Jeffrey Williamson, statewide director, center for international trade development, to travel to Beijing, China; Shanghai, China; and Bangkok, Thailand, March 28-April 8, 2006, to participate in U.S. Department of Commerce, Market Development Cooperative Program activities in Asia. Estimated cost: \$3,935.00. Funding source: the U.S. Department of Commerce, Market Development Cooperator Program grant fund.

Salvatore G. Rotella
Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-a

Date: February 21, 2006

Subject: Agreement with Freeway Business Park Investors, LLC

Background: Attached for the Board's review and consideration is the agreement between Riverside Community College District and Freeway Business Park Investors, LLC to lease property at 2050 La Cadena, Riverside for storage for the Landis Performing Arts Center. This agreement includes a base rent of \$1,593.75 per month for the first year plus a share of the Common Area Operating Expenses (CAOE). The rent will increase three percent per year on each one-year anniversary of the lease. The share of the CAOE may fluctuate during the term of this lease. The term of this agreement is February 22, 2006 through March 1, 2009. Funding source: General Fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such, they are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Freeway Business Park Investors, LLC for a three year lease from February 22, 2006 through March 1, 2009, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts



**AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL
MULTI-TENANT LEASE - GROSS**

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only February 1, 2006, is made by and between Freeway Business Park Investors, LLC ("Lessor") and Riverside Community College

1.2(a) Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 2050 La Cadena, Suites A and B, located in the City of Riverside, County of Riverside, State of California, with zip code 92507, as outlined on Exhibit A attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): an approximately 1,875 sf multi tenant space which is part of a larger 39,188 square foot Business Park.

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) Parking: 4 unreserved vehicle parking spaces. (See also Paragraph 2.6)
1.3 Term: 3 years and 0 months ("Original Term") commencing March 1, 2006 ("Commencement Date") and ending February 28, 2009 ("Expiration Date"). (See also Paragraph 3)
1.4 Early Possession: March 1, 2006 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)
1.5 Base Rent: \$ 1,593.75 per month ("Base Rent"), payable on the 1st day of each month commencing March 1, 2006. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.
1.6 Lessee's Share of Common Area Operating Expenses: Five percent (5%) ("Lessee's Share"). Lessee's Share has been calculated by dividing the approximate square footage of the Premises by the approximate square footage of the Project. In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:
(a) Base Rent: \$ 1,593.75 for the period March 2006
(b) Common Area Operating Expenses: \$ 93.75 for the period February 2006
(c) Security Deposit: \$ -0- ("Security Deposit"). (See also Paragraph 5)
(d) Other: \$ n/a for n/a
(e) Total Due Upon Execution of this Lease: \$ 1,687.50
1.8 Agreed Use: Warehouse for sets for community college.

1.9 Insuring Party. Lessor is the "Insuring Party". (See also Paragraph 8)
1.10 Real Estate Brokers: (See also Paragraph 15)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):
 _____ represents Lessor exclusively ("Lessor's Broker");
 _____ represents Lessee exclusively ("Lessee's Broker"); or
 Lee & Associates Commercial Real Estate - Riverside represents both Lessor and Lessee ("Dual Agency").
(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of by separate agreement % of the total Base Rent for the brokerage services rendered by the Brokers).

1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by None ("Guarantor"). (See also Paragraph 37)

1.12 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:
 an Addendum consisting of Paragraphs 50 through 51;
 a site plan depicting the Premises;
 a site plan depicting the Project;
 a current set of the Rules and Regulations for the Project;
 a current set of the Rules and Regulations adopted by the owners' association;
 a Work Letter;

other (specify): _____

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for the portion of such costs reasonably attributable to the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

PAGE 2 OF 17

INITIALS _____

INITIALS _____

- (a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
- (b) Lessee shall not service or store any vehicles in the Common Areas.
- (c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay in Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of the delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Start Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession of the Premises is not delivered within 4 months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

- (i) The operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:
 - (aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas,

trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

- (bb) Exterior signs and any tenant directories.
- (cc) Any fire sprinkler systems.
- (ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.
- (iii) Trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.
- (iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.
- (v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).
- (vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).
- (vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.
- (viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.
- (viii) The cost of any Capital Expenditure to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such Capital Expenditure over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month.
- (x) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same. Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Except as provided in paragraph 4.2(a)(viii), Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent.

Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the

condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) clarifiers, and (iv) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility

Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) As used herein, the term "**Insurance Cost Increase**" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), ("**Required Insurance**"), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the parties insert a dollar amount in Paragraph 1.9, such amount shall be considered the "**Base Premium.**" The Base Premium shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessee, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value Insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed

\$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully

restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.8 Waive Statutes. Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. Real Property Taxes.

10.1 Definitions.

(a) **"Real Property Taxes."** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term "Base Real Property Taxes" shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the

Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a diminutive portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such

sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attom to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of Lessee's Reserved Parking Spaces, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay such amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

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

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In those situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in

dealings with the Lessee. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other

premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, whenever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together

shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Mediation and Arbitration of Disputes.** An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

49. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____ Executed: _____
On: _____ On: _____

By LESSOR: _____ By LESSEE: _____
Freeway Business Park Investors, LLC Riverside Community College

By: _____ By: _____
Name Printed: Rufus C. Barkley, III Name Printed: _____
Title: Manager Title: _____

By: _____ By: _____
Name Printed: Darrell A. Butler Name Printed: _____
Title: Manager Title: _____

Address: Main Street Address: _____
Riverside, CA 92501

Telephone:(951) 788-6100 Telephone:() _____
Facsimile:() _____ Facsimile:() _____
Federal ID No. _____ Federal ID No. _____

BROKER: _____ BROKER: _____

INITIALS INITIALS

Att: _____	Att: _____
Title: _____	Title: _____
Address: _____	Address: _____
Telephone: (____) _____	Telephone: (____) _____
Facsimile: (____) _____	Facsimile: (____) _____
Federal ID No. _____	Federal Id: _____

These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: AIR COMMERCIAL REAL ESTATE ASSOCIATION, 700 South Flower Street, Suite 600, Los Angeles, CA 90017. (213) 687-8777.

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Addendum

First Amendment to Lease dated February 1, 2006 by and between Freeway Business Park Investors, LLC as "Lessor" and Riverside Community College as "Lessee".

50) RENT SCHEDULE: Rent to increase 3% on each one-year anniversary of the lease.

51) TENANT IMPROVEMENTS
BY LESSOR: Lessor, at Lessor's sole cost and expense, shall complete the following improvements per Exhibit "C".

LESSOR
Freeway Business Park Investors, LLC

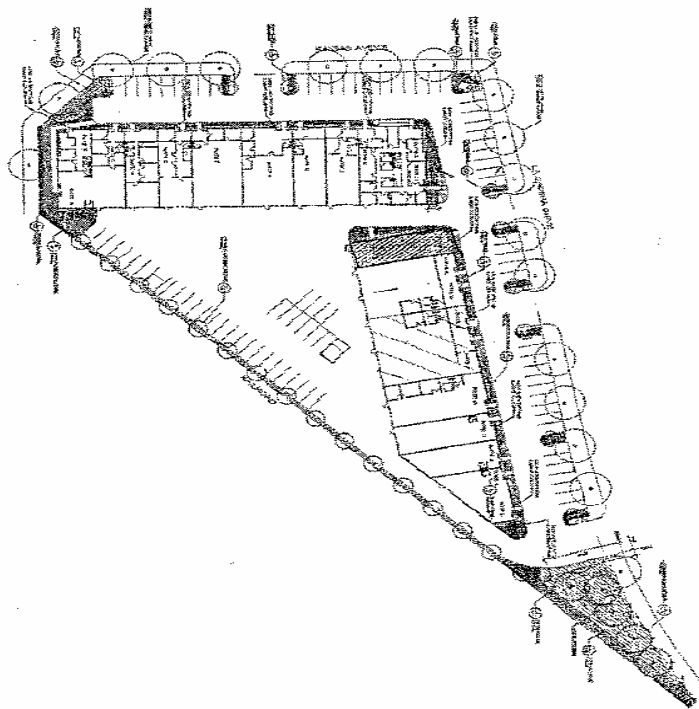
LESSEE
Riverside Community College

Rufas C. Barkley, III

Date

Date

EXHIBIT "A"
SITE PLAN



Initials

Initials

FREEWAY BUSINESS PARK INVESTORS, LLC
2050 La Cadena
Riverside, CA

Business Park Rules and Regulations

1. The sidewalks, entrances and public corridors shall remain unobstructed at all times. Loitering in any part of the business park or obstruction of any means of ingress or egress shall not be permitted.
2. Plumbing fixtures shall not be used for any purposes other than those for which they were constructed and not rubbish, newspapers, trash or other cleaning substances of any kinds shall be thrown into them.
3. Walls, floors, roof and ceilings shall not be defaced in any way and no one shall be permitted to mark, drive nails, screw or drill into, paint, or in any way mar any building surfaces except that pictures, certificates, licenses and similar items normally used in Tenant's business may be carefully attached to the walls. Upon removal of such items by Tenant, any damage to the walls or other surfaces shall be repaired by Tenant. Tenant shall not be responsible for any damage resulting from normal wear and tear, or for any damages previously agreed upon in writing.
4. No improper noises, vibrations or odors will be permitted in the business park, nor shall any person be permitted to interfere in any way with Tenant or those having business with them. No person will be permitted to bring or keep within the business park any animal.
5. Owner reserves the right to exclude or expel from the business park any person who in the judgment of owner is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the rules and regulations of said business park.
6. The requirements of Tenant will be attended to only upon application at the office of the park's management or such other place that owner may elect. Owner's employees shall not perform any work or do anything outside of their regular duties unless under special instructions from management.
7. No washing of cars, trucks or equipment in any part of the business park shall be allowed. No washing down of painted materials or other matter which will stain the paving or leave permanent markings. Damage will be repaired at Tenant's expense.
8. Tenant agrees all trash and debris is to be deposited in receptacles provided within the complex and all bins shall remain inside enclosed trash areas as provided. Where your business necessitates the handling of other large quantities or types of disposable materials such as packing boxes, pallets, containers, etc. You may store outside your premises against an exterior wall next to your overhead door on the days you are scheduled for special pick-up of these materials only. At all other times, your disposable trash and debris is to be stored inside your unit unless it can be broken down and placed in a trash receptacle.

Initial

EXHIBIT "B"
Page 1 of 2

Initial

9. Tenant agrees there is to be no outside work activity or storage of any kind outside on the premises. All paved areas, including parking spaces, driveways and alleys are to be kept clean and clear at all times except for legitimate parking of vehicles as allowed by your lease or for temporary loading as required by your business.
10. Tenant at its sole cost and expense shall be required to place, construct and maintain on the premises, one sign, as approved by owner and no other signs or advertising material shall be permitted. Such sign shall be typical in size, material, location and color as presently existing in the park as per city regulations.
11. Tenant shall not conduct or permit to be conducted on the premises any auction without the written consent of owner.
12. All keys shall be obtained from owner, and all keys shall be returned to owner upon termination of this Lease. Tenant shall not change the locks or install other locks on the doors without owner approval in writing and providing owner with a master key.
13. Tenant to be in compliance with all laws regulating and fire codes with all city, county, state and federal agencies. All times, landlord has the right to take action to bring Tenant into compliance so that Tenant does not represent any liability to other tenants or Landlord.
14. The cost of repairing any damage of any kind caused by any Tenant, its employees, guest agents or invitees whether by negligence, carelessness or for any other reason shall be paid for by Tenant.
15. Owner reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in owner's judgment may from time to time be necessary for the management, safety, care and cleanliness of the premises and for the preservation of good order therein, as well as for the convenience of other occupants and tenants thereon. Owner shall not be responsible to Tenant herein or to any other person for the non-observance or violation of the rules and regulations by any other Tenant or other person. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to his occupancy of the space herein leased.
16. Tenant to use existing master security system. Tenant to be responsible for their key pad and expansion of the current system to accommodate their business needs. Tenant to maintain system in good working order during the term of their Lease.

Initial

EXHIBIT "B"
Page2 of 2

Initial

Exhibit "C"

IV-A-8-a Backup
February 21, 2006
Page 22 of 22

Tenant Improvements

Landlord at Landlords sole cost to install one ADA restroom, repair electrical and lighting, and premises to be broom swept.

Landlord

Tenant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-a

Date: February 21, 2006

Subject: 2006-2007 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 19-05/06

Background: With the exception of fiscal year 2002, the District has participated in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation every year since 1993. Through the Cash Reserve Program, districts issue a Tax and Revenue Anticipation Note (TRAN). A TRAN is a short-term debt instrument used to cover cash flow shortages or create additional reserves to a district's general fund. In 2005-2006, the program issued over \$500 million in notes to nearly 200 districts.

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

Adoption of the attached resolution does not obligate the District to participate in the Program. The resolution delegates the authority to participate to District staff based on projected cash flow needs determined later in the fiscal year and also describes the parameters of issuance. The resolution establishes the District's maximum borrowing amount at \$10.0 million which is consistent with prior years. Historically, the final amount of the District's TRAN borrowing, based on projected cash flow needs, has averaged less than \$5.0 million. The 2005-2006 TRAN amount was \$2.73 million.

Recommendation: It is recommended that the Board of Trustees approve Resolution No. 19-05/06 authorizing the borrowing of funds for fiscal year 2006-2007, the issuance and sale of a 2006-2007 Tax and Revenue Anticipation Note, participation in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note and authorizing the Board's President and Secretary, the District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents.

Salvatore G. Rotella
Chancellor

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

DISTRICT RESOLUTION

NAME OF DISTRICT: Riverside Community College District*

LOCATED IN: County of Riverside

MAXIMUM AMOUNT OF BORROWING: \$ 10,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2006-2007 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2006-2007 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2007 ("Fiscal Year 2006-2007") by the issuance of its 2006-2007 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2006-2007;

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

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

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

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

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

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to Fiscal Year 2006-2007 and available for the payment of the principal of each Series of Notes and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for Fiscal Year 2006-2007;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2006-2007 can be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided);

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

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

WHEREAS, the Program requires the participating Issuers to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (collectively, "Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board;

WHEREAS, the Authority, pursuant to advice of the underwriter designated in the Pricing Confirmation applicable to the Series of Notes, as underwriter for the Program (the "Underwriter"), will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of bonds (each a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), each Series distinguished by whether or what type(s) of Credit Instrument(s) (as hereinafter defined) secure(s) such Series, by the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool or by other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine;

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

WHEREAS, as additional security for the Owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or proceeds of a separate subordinate bond issue (funded from a portion of the principal of some or all of the respective series of notes assigned to such Series of Pool Bonds) issued pursuant to the applicable Indenture for such purpose (the "Contingency Fund") or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued in the case of a letter or letters of credit or a commitment letter or letters by the credit provider or credit providers (collectively, the "Credit Provider") designated in the applicable Indenture, as finally executed, pursuant to a credit agreement or agreements or commitment letter or letters (collectively, the "Credit Agreement") identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance, the Authority and the respective Credit Provider;

WHEREAS, if the Credit Instrument is identified as the Contingency Fund in the Pricing Confirmation applicable to such Series of Notes, the Series of subordinate bonds (the "Series of Contingency Bonds") issued pursuant to the applicable Indenture, as indicated in such Pricing Confirmation, may be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (the "Contingency Credit Instrument") issued by the credit provider or providers (collectively, the "Contingency Credit Provider") providing such Contingency Credit Instrument identified in such Indenture as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (collectively, the "Contingency Credit Agreement") identified in such Indenture as finally executed, such Contingency Credit Agreement being between the Authority and the Contingency Credit Provider;

WHEREAS, if a Series of Contingency Bonds is issued with respect to a Series of Notes, such Series of Notes of the District shall contain a Proceeds/Payment Portion (as defined herein) and may also contain a Contingency Portion (as defined herein), the amount of each such portion to be confirmed by the District at the time of execution of the Pricing Confirmation applicable to such Series of Notes;

WHEREAS, all or portions of the net proceeds of each Series of Notes, may be invested in one or more Permitted Investments (as defined in the Indenture), including under one or more investment agreements with one or more investment providers (if any), which investment agreements and provisions are to be determined in the Pricing Confirmation related to such Series of Notes;

WHEREAS, as part of the Program each participating Issuer approves the Indenture, the alternative forms of Credit Agreements, if any, and the alternative forms of Contingency Credit Agreements, if any, in substantially the forms presented to the Board, with the final form of Indenture, type of Credit Instrument and corresponding Credit Agreement, if any, and type of Contingency Credit Instrument and corresponding Contingency Credit Agreement, if any, to be determined and approved by the Pricing Confirmation related to the Series of Notes issued;

WHEREAS, pursuant to the Program each participating Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, and (b), if applicable, the fees of the Credit Provider or the fees of the Contingency Credit Provider (which may be payable from, among other sources, investment earnings on the Permitted Investments or the applicable Contingency Account (as defined herein) and/or moneys in the account in the Costs of Issuance Fund applicable to such Series of Pool Bonds established and held under the Indenture), and (c), if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds;

WHEREAS, pursuant to the Program, if a Series of Contingency Bonds is issued to secure a Series of Pool Bonds, each participating Issuer whose series of notes is assigned to the Pool securing such Series of Pool Bonds will be responsible for its share of the costs of issuing the applicable Series of Contingency Bonds, all such costs and fees being payable from

the proceeds of the applicable Series of Pool Bonds or the applicable Series of Contingency Bonds or as may otherwise be indicated in the Pricing Confirmation applicable to the Series of Notes issued;

WHEREAS, pursuant to the Program, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds and related Series of Contingency Bonds, if any, (collectively, the "Bonds") which will be secured by the Indenture to which such Pool will be assigned;

WHEREAS, because certain proposed changes to the Internal Revenue Code of 1986 and associated regulations relating to pooled bond financings may require certain changes to the Program, the District desires to approve an alternate structure (the "Alternate Program") pursuant to which the District would issue a single Series of Notes to be marketed together with some or all of the notes issued by other school districts, community college districts and county boards of education participating in the Alternate Program;

WHEREAS, under the Alternate Program, the Underwriter will form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument secures notes comprising each Series, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Alternate Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with the Trustee pursuant to a trust agreement between such Issuers and the Trustee, dated as of July 1, 2006 (the "Trust Agreement");

WHEREAS, the Alternate Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates;

WHEREAS, if the Alternate Program is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in the Note and the notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Certificates, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured by one or more Credit Instruments issued by one or more Credit Providers designated in the Trust Agreement, as finally executed, which may be issued pursuant to one or more Credit Agreements designated in the Trust Agreement;

WHEREAS, all or portions of the net proceeds of the Note, may be invested in one or more Permitted Investments (as defined in the Trust Agreement), including under one or more investment agreements with one or more investment providers (if any), which investment agreements and provisions are to be determined in the Pricing Confirmation related to the Note;

WHEREAS, the Alternate Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation;

WHEREAS, pursuant to the Alternate Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Alternate Program, the Underwriter will submit an offer to purchase the Note and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates, (which offer will specify, as designated in the Pricing Confirmation, the principal amount, interest rate and credit instrument (if any)), and has submitted a form of purchase agreement (the "Certificate Purchase Agreement") to the Board; and

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

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

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

Section 2. Issuance of Notes. If the Alternate Program is implemented, this Section 2 shall not be applicable and shall be disregarded, and the provisions of Section 18(A) shall be applicable in its place.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District attributable to Fiscal Year 2006-2007, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 et seq. of the Act, designated generally as the District's "2006-2007 [Subordinate]** Tax and Revenue Anticipation Notes, Series ____" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance

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

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

with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

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

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than fifteen (15) months thereafter on a date (or, possibly dates, if containing a Contingency Portion) indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate (or rates if different interest rates apply to the Proceeds/Payment Portion and the Contingency Portion) not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

If the Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument (other than the Contingency Fund) secures the Proceeds/Payment Portion of a Series of Notes in whole or in part and all principal of and interest on the Proceeds/Payment Portion of the Series of Notes is not paid in full at maturity applicable to the Proceeds/Payment Portion or payment of principal of and interest on the Proceeds/Payment Portion of such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion (including the interest component, if applicable) thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture); provided, however, that if the draw on, payment request under or claim on the Credit Instrument is due solely, in the District's case, to a loss on the Permitted Investment applicable to the Proceeds Subaccount (hereinafter defined) attributed to such Series of Notes or the Payment Account (hereinafter defined) attributed to such Series of Notes, the Series of Notes shall not be a Defaulted Note if the Credit Provider has so agreed at the time of issuance of the Credit Instrument.

If the Credit Instrument is the Contingency Fund and a Drawing (as defined in the Indenture) pertaining to the related Series of Notes is not fully reimbursed by the Contingency

Interest Payment Date (as defined in the Indenture), the Series of Notes shall become a Defaulted Contingency Note (as defined in the Indenture), and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or portion (including the interest component, if applicable) thereof with respect to which the Contingency Fund applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If the Credit Instrument is the Contingency Fund and the Trustee is required to draw on, request payment under or make a claim on the Contingency Credit Instrument to pay the related Series of Contingency Bonds due to an investment loss on the Permitted Investment applicable to the Contingency Fund, the Series of Notes shall, unless otherwise agreed by the Contingency Credit Provider at the time of issuance of the Contingency Credit Instrument, become a Defaulted Contingency Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof with respect to which the Contingency Credit Instrument applies for which reimbursement on such draw, payment or claim has not been fully made by the Contingency Principal Payment Date shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

If a Series of Notes or the Series of Pool Bonds issued in connection therewith is unsecured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid Proceeds/Payment Portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding three paragraphs, the obligation of the District with respect to such Defaulted Note, Defaulted Contingency Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to Fiscal Year 2006-2007, as provided in Section 8 hereof.

The percentage of a Series of Notes to which a related Credit Instrument, if any, applies (the "Secured Percentage") shall be (i) equal to 100%, if the size of the Credit Instrument is greater than or equal to the aggregate amount of principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or unpaid portions thereof) of all Issuers assigned to the same Series of Pool Bonds as the Series of Notes, as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first, or (ii) equal to the amount of the related Credit Instrument divided by the aggregate amount of unpaid principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or portions thereof) of all Issuers assigned to the same Series of Pool Bonds as such Series of Notes, expressed as a percentage, if the size of the Credit Instrument is less than the aggregate amount of unpaid principal of and interest on the Proceeds/Payment Portion of such unpaid series of notes (or unpaid portions thereof) as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first. The percentage of a Series of Notes to which the related Contingency Credit Instrument, if any, applies (the "Secured Contingency Percentage") shall be equal to the Secured Percentage. To the extent the term "Secured Percentage" as defined in the Indenture as finally executed differs from the foregoing, the definition contained in the Indenture shall be controlling.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Indenture or Trust Agreement, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof and the exclusion from gross income for federal tax purposes of interest thereon. The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider or the Contingency Credit Provider (as the case may be) securing the related Series of Pool Bonds or corresponding Series of Contingency Bonds (as applicable) to which such Series of Notes is assigned, its agreement to issue the Credit Instrument or Contingency Credit Instrument (as applicable), securing such Series of Pool Bonds or corresponding Series of Contingency Bonds, as the case may be. If the Credit Instrument relating to a Series of Pool Bonds is a letter or letters of credit or policy or policies of insurance, the issuance of the related Series of Notes shall be subject to the approval of such Credit Provider. If the Credit Instrument relating to a Series of Pool Bonds is the Contingency Fund which is backed by a Contingency Credit Instrument, the issuance of the related Series of Notes shall be subject to the approval of the such Contingency Credit Provider. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes, the decision of the Credit Provider to deliver the Credit Instrument or, if applicable, the approval of the Contingency Credit Provider of the issuance of such Series of Notes and the decision of the Contingency Credit Provider to deliver the Contingency Credit Instrument shall be in the sole discretion of the Credit Provider or Contingency Credit Provider, as applicable, and nothing herein shall be construed to require the Credit Provider or Contingency Credit Provider to issue a Credit Instrument or Contingency Credit Instrument, as applicable, or to approve the issuance of such Series of Notes.

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

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

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2006-2007 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

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

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Bonds from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). The District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder.

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

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the

payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

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

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

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

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

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

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be Senior Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A if issued by the Board of Supervisors of the County, (ii) Exhibit B if issued by the District, or (iii) Exhibit C if issued by the Board of Supervisors of the County or the District and the Alternate Program is implemented, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the business manager or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is

hereby authorized and directed to negotiate, with the Authority (if the District participates in the Program) or the Underwriter (if the District participates in the Alternate Program), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Authority or the Underwriter, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of the Authority) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter of said negotiation of interest rate and purchase price during the period from May 1, 2006 through March 1, 2007 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Purchase Agreement or the Certificate Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes and the Pricing Confirmation applicable to the first Series of Notes shall also be referred to herein in certain contexts as the "Primary Pricing Confirmation". Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Purchase Agreement or Certificate Purchase Agreement applicable to such Series of Notes, substantially in the form presented to this meeting, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Purchase Agreement or Certificate Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Purchase Agreement(s) or Certificate Purchase Agreement, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. If the Alternate Program is implemented, this Section 5 shall not be applicable and shall be disregarded, and the provisions of Section 18(B) shall be applicable in its place. The Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds and, if applicable, the Series of Contingency Bonds to the Trustee under the Indenture to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers). The Pricing Confirmation shall indicate whether and what type of Credit Instrument and, if applicable, Contingency Credit Instrument will apply to such Series of Notes.

The form of Indenture, alternative general types and forms of Credit Agreements, if any, and alternative general types and forms of Contingency Credit Agreements, if any, presented to this meeting are hereby acknowledged, and it is acknowledged that the Authority will execute and deliver the Indenture, one or more Supplemental Indentures, one or more Credit Agreements, if applicable, and one or more Contingency Credit Agreements, if applicable, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture, the Supplemental Indenture (if applicable), the Credit Agreement and, if applicable, the Contingency Credit Agreement are to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. If the Credit Instrument identified in a Pricing Confirmation is the Contingency Fund, it is acknowledged that the Authority is authorized and requested to issue one or more Series of Contingency Bonds pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. The Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

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

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

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Series of Notes is secured in whole or in part by a Credit Instrument or, if applicable, a Contingency Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument or, if applicable, the Series of Contingency Bonds issued in connection with the Series of Notes is secured by a Contingency Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal (a) in the case where a Credit Provider is applicable, to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds, and (b) in the case where a Contingency Credit Provider is applicable, to the ratio of the principal amount of the Contingency Portion of and applicable to its Series of Notes over the aggregate principal amounts of the Contingency Portions of and applicable to all series of notes containing Contingency Portions, including, if applicable, the Series of Notes, assigned to the Series of Contingency Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation. If the Alternate Program is implemented, this Section 6 shall not be applicable and shall be disregarded, and the provisions of Section 18(C) shall be applicable in its place. Each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds and, if applicable, a corresponding Series of Contingency Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. If the Alternate Program is implemented, this Section 7 shall not be applicable and shall be disregarded, and the provisions of Section 18(D) shall be applicable in its place.

The moneys received from the sale of each Series of Pool Bonds issued in connection with a Series of Notes allocable to the District's share of the costs of issuance (which may include any fees and expenses in connection with the related Credit Instrument (or Contingency Credit Instrument, if any) applicable to such Series of Notes or Series of Pool Bonds and the corresponding Series of Contingency Bonds, if any) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Pool Bonds and held and invested by the Trustee under the Indenture and expended as directed by the Authority or the Underwriter on Costs of Issuance as provided in the Indenture. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Pool Bonds, (net of the District's share of the costs of issuance) is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Indenture for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Indenture. In the event a portion of earnings on the Permitted Investment in which the Proceeds Subaccount is invested shall be used to pay the related Credit Provider's or the related Contingency Credit Provider's fees and expenses and/or costs of issuing the related Credit Instrument or the related Contingency Credit Instrument, such funds may be requisitioned by the Authority on behalf of the District. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. The Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount which shall be not less than 50% of the Net Proceeds.

"Net Proceeds" means, as the case may be, the Principal Amount of the Series of Notes if issued in one series, or the Series Principal Amount of each Series of Notes if more than one Series of Notes is issued net of the District's share of the Costs of Issuance attributable to the corresponding Series of Pool Bonds and, if applicable, the corresponding Series of Contingency Bonds to which such Series of Notes is assigned. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

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

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

For Notes issued in calendar 2006, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

For Notes issued in calendar year 2007, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2007, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2007, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

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

The "Proceeds/Payment Portion" of a Note of a Series means a principal amount equal to such Principal Amount of the Series of Notes if the District issues only one Series, or the Series Principal Amount of applicable Series of Notes if the District issues more than one Series of Notes, less the principal amount of the Contingency Portion (defined hereinafter) of such Series of Notes, if any, plus interest accrued thereon at the Note Rate applicable to the Proceeds/Payment Portion of such Series of Notes to the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes. The "Contingency Portion" of a Note of a Series means a principal amount which shall be less than or equal to 50% of the Net Proceeds, plus interest accrued thereon at the Note Rate applicable to the Contingency Portion of such Series of Notes to the Maturity Date applicable to the Contingency Portion of such Series of Notes. An amount equal to the principal of the Contingency Portion of each Series of Notes (and, if determined in the Pricing Confirmation applicable to such Series of Notes, net of the District's portion of Costs of Issuance attributable to the Series of Contingency Bonds to which the Series of Notes is assigned) shall be deposited in a separate account established for the Series of Contingency Bonds to which such Series of Notes is assigned in the Contingency Fund (each a "Contingency Account"), hereby authorized to be created pursuant to, and held and invested by the Trustee under the Indenture and said moneys shall be used for the purposes specified in the

Indenture including, but not limited to, payment of principal of and interest on the Series of Contingency Bonds (if any) to which such Series of Notes is assigned. The Pricing Confirmation applicable to such Series of Notes shall set forth the amount of the deposit to the related Contingency Account. Payment of principal of and interest on the Series of Contingency Bonds to which any Series of Notes is assigned and reimbursement to the applicable Contingency Credit Provider, if any, shall be subordinate to payment in full of the principal of and interest on the related Series of Pool Bonds to which such Series of Notes is assigned.

The principal amounts of the Proceeds/Payment Portion and the Contingency Portion of a Series of Notes shall be set forth in the Pricing Confirmation applicable to such Series of Notes and on the face of such Series of Notes. Any Authorized Officer is hereby authorized to approve and confirm the determination of such principal amount of the Proceeds/Payment Portion of a Series of Notes (including, if applicable, the principal amount attributed to cash flow borrowing and the principal amount attributable to construction financing) and the principal amount of the Contingency Portion of a Series of Notes as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

Section 8. Source of Payment. If the Alternate Program is implemented, this Section 8 shall not be applicable and shall be disregarded, and the provisions of Section 18(E) shall be applicable in its place.

(A) The principal amount of each Series of Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on all Series of its Notes, subject to the subordination provisions of Section 7 hereof and this Section 8, the District hereby pledges certain unrestricted revenues (as hereinafter provided) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2006-2007, and the principal of each Series of Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable pro-rata among all such Series of Notes of the District from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act) and subject to the subordination provisions of Section 7 hereof and this Section 8. The Noteholders, Bondholders, Credit Provider(s) (if applicable) and, if applicable, the Contingency Credit Provider(s) shall have a first lien and charge on such unrestricted revenues as hereinafter provided which are received by the District and are attributable to Fiscal Year 2006-2007, subject to the subordination provisions of Section 7 hereof and this Section 8.

In order to effect, in part, the pledge referenced in the preceding two sentences, the District agrees to the establishment and maintenance as a special fund of the District of a

separate Payment Account for each Series of its Notes (each a "Payment Account") by the Trustee under the Indenture, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share of the first amounts received in the months specified in the corresponding Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the Proceeds/Payment Portion of the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity of the Proceeds/Payment Portion specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

With respect to each Series of Notes, the number of Repayment Months determined in the related Pricing Confirmation shall not exceed six (6) and the amount of new money required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in such Pricing Confirmation shall not exceed fifty percent (50%) of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity of the Proceeds/Payment Portion (such pledged amounts being hereinafter called the "Pledged Revenues"); provided, however, that the first Repayment Month of any Series of Subordinate Notes shall not occur prior to the last Repayment Month of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; provided further, that if the first Repayment Month of any Series of Subordinate Notes occurs in the same month as the last Repayment Month of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes.

Any Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due with respect to the Proceeds/Payment Portion of each Series of Notes at maturity of the Proceeds/Payment Portion required to be on deposit in the related Payment Account in each Repayment Month, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

In the event that on the tenth Business Day (as defined in the Indenture) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2006-2007 and which are generally available for the payment of current expenses and other obligations of the District.

In the event a Series of Notes contains a Contingency Portion, the District shall not be obligated to make payments with respect to the principal or interest components of the Contingency Portion except, if not otherwise agreed to by the related Contingency Credit Provider (if any) at the time of issuance of the related Contingency Credit Instrument (if any), in the case where any loss is sustained from the Permitted Investment (as defined in the Indenture), in which the Contingency Account related to such Contingency Portion is invested. In such case, the District hereby pledges and agrees to deposit in such Contingency Account established and held under the Indenture, moneys of the District lawfully available for the payment of principal of such Series of Notes and the interest thereon as and when received, an amount up to an amount equal to the Contingency Portion of such Series of Notes, to the extent necessary to replenish such Contingency Account for any losses sustained from such Permitted Investment.

Such pledge and agreement shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of such Series of Notes and in the case of (1) a Contingency Portion of a Series of Additional Notes that are Senior Notes, shall also be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of all other Series of Senior Notes but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion, if any, of each such Series of Senior Notes, (2) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), shall be subordinate to the pledge and agreement pertaining to (i) the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of Senior Notes, and (ii) the Proceeds/Payment Portion of all Series of Subordinate Notes, but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion of each such Series of Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), and (3) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes that have been further subordinated to other previously issued Subordinate Notes in the applicable Pricing Confirmation, shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of

Senior Notes and all previously issued Series of Subordinate Notes specified in such Pricing Confirmation.

In the event the contingency portions (if any) of any series of notes issued by other Issuers comprising the Series of Contingency Bonds of which a Series of Notes is a part (the "Contingency Pool") are invested in the same Permitted Investment as such Series of Notes, and if any losses sustained from such Permitted Investment are less than the aggregate amount of all the contingency portions of the series of notes of other Issuers containing contingency portions comprising the Contingency Pool, the District's obligation to make any deposit referred to in the preceding sentence shall equal the ratio of the principal component of the Contingency Portion of its Series of Notes over the aggregate principal components of the contingency portions of all series of notes including its Series of Notes, comprising the Contingency Pool.

If, pursuant to the preceding paragraph, the District is required to deposit moneys in the Contingency Account, and such deposit is not made by the Maturity Date applicable to the Proceeds/Payment Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If such deposit is not made by the Maturity Date applicable to the Contingency Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Contingency Note and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. The obligation of the District with respect to such Defaulted Note or Defaulted Contingency Note, as the case may be, shall not be a debt or liability of the District prohibited by Article XVI Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any legally available revenues attributable to Fiscal Year 2006-2007 and which constitute unrestricted revenues.

(B) Any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part, (ii) (to the extent provided in the Indenture) the Credit Provider, if any, (iii) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are not secured by a Contingency Credit Instrument, the holders of such Series of Contingency Bonds (to the extent provided in the Indenture), and (iv) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are secured by a Contingency Credit Instrument, the applicable Contingency Credit Provider and the holders of such Series of Contingency Bonds (to the extent provided in the Indenture and the applicable Contingency Credit Agreement). The moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of the Proceeds/Payment Portion of such Series of Notes with interest to maturity of the Proceeds/Payment Portion (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and, if applicable, the corresponding Credit Agreement or, if applicable, the corresponding Contingency Credit Agreement) the payment of all Predefault

Obligations and Reimbursement Obligations owing to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider.

(C) On any interest payment date (if different from the Maturity Date applicable to the Proceeds/Payment Portion) and on the Maturity Date applicable to the Proceeds/Payment Portion of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date applicable to the Proceeds/Payment Portion, the principal of and interest with respect to the Proceeds/Payment Portion of such Series of Notes or to reimburse the Credit Provider or Contingency Credit Provider, as applicable, for payments made under or pursuant to the Credit Instrument or Contingency Credit Instrument, as the case may be, subject to the subordination provisions of Section 7 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to the Proceeds/Payment Portion of such Series of Notes in full on an interest payment date and/or the Maturity Date applicable to such Proceeds/Payment Portion, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

a. first, to pay interest with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

b. second, (if on the Maturity Date applicable to the Proceeds/Payment Portion) to pay principal of the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

c. third, to reimburse each applicable Credit Provider for payment, if any, of interest with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

d. fourth, to reimburse each applicable Credit Provider for payment, if any, of principal with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

e. fifth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of interest with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

f. sixth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of principal with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

g. seventh, to pay pro-rata any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each applicable Credit Provider or Contingency Credit Provider (if any), relating to all Series of Senior Notes, as applicable;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (g), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (g), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

If Contingency Bonds are issued in connection with any Series of Notes and no Contingency Credit Instrument is applicable, the holders of the applicable Series of Contingency Bonds shall have the same priority of rights to payment as a Contingency Credit Provider would have had relating to such Series of Notes according to the priorities set forth above, as well as any other rights to the extent and as stated in the Indenture. Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Indenture have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Indenture, or, if applicable, the related Credit Agreement(s) or Contingency Credit Agreement(s), as applicable.

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

(D) Moneys in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be invested by the Trustee pursuant to the Indenture in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Indenture and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the Underwriter as designee of the Authority as a party authorized to solicit bids on or negotiate the terms of, the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which shall be with a provider or providers rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Pool Bonds (the "Rating Agency") and acceptable to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Note) and authorizes the Trustee to enter into

such investment agreement or agreements on behalf of the District. The Underwriter, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of the present value of annual payments equal to 5/100th of a percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement. Upon the advice of the Underwriter, as confirmed in the applicable Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider and corresponding Credit Instrument or corresponding Contingency Credit Provider and corresponding Contingency Credit Instrument payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be accounted for separately and the obligation of the provider or providers of such investment agreement or investment agreements with respect to the District under such investment agreement or investment agreements shall be severable. Unless otherwise and to the extent agreed between the applicable Credit Provider or Contingency Credit Provider and the District, any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes, the Payment Account applicable to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes.

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

(E) Any moneys placed in a Contingency Account (if any) shall be for the benefit of and in the following priority: (i) the holders of the related Series of Pool Bonds issued in connection with the Pool to which the related Series of Notes is assigned, (ii) the holders of the related Series of Contingency Bonds issued in connection with the Pool to which such Series of Notes is assigned, and (iii) (to the extent provided in the Indenture and, if applicable, the corresponding Contingency Credit Agreement) the corresponding Contingency Credit Provider. The moneys in the Contingency Account attributable to the Series of Contingency Bonds secured

by a Series of Notes shall be applied only for the purposes for which such Contingency Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, with interest to maturity of the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and the corresponding Contingency Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Contingency Credit Provider.

(F) The moneys in each Contingency Account shall be applied as provided in Articles V and VI of the Indenture and as may otherwise be provided in the Indenture.

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

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chair of the governing board of the District or any other member of such board shall be authorized to execute each such Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Purchase Agreement or Certificate Purchase Agreement, as applicable, this Resolution and the Indenture or Trust Agreement, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this

Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

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

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

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

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

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

prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

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

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2006-2007 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Representations and Covenants.

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

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

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

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

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

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2006-2007 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2006-2007, (ii) provide to the Trustee, the Credit Provider(s), if any, the Contingency Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2006-2007 all of which will be legally available to pay principal of and interest on such Notes.

(G) The County has experienced an ad valorem property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of ad valorem property taxes levied within the District in each of the five fiscal years from Fiscal Year 1999-2000 through Fiscal Year 2004-2005, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected

and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2005-2006 and 2006-2007, respectively.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, or the Contingency Credit Provider(s), if any (and as applicable), there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee, the Credit Provider(s), if any, and the Contingency Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Indenture or Trust Agreement, as applicable.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Purchase Agreement(s) or Certificate Purchase Agreement, as applicable, the Indenture or Trust Agreement, as applicable, the Credit Agreement(s), if any, the Contingency Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Purchase Agreement(s) or Certificate Purchase Agreement, as applicable, the Indenture or Trust Agreement, as applicable, the Credit Agreement(s), if any, the Contingency Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or the Contingency Credit Provider(s), if any (and as applicable), or (ii) in any way that would materially adversely affect the interests of any holder or Owner of any Series of the Notes, Pool Bonds, Contingency Bonds, if any, or Certificates, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement or, if applicable, the corresponding Contingency Credit Agreement, will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(N) The District shall not incur any indebtedness that is not issued in connection with the Program or the Alternate Program under this Resolution and that is secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(O) So long as the applicable Credit Provider is not in default under the corresponding Credit Instrument or the applicable Contingency Credit Provider, if any, is not in default under the corresponding Contingency Credit Agreement, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, the applicable Contingency Credit Agreement, if any, and/or the Indenture or Trust Agreement, as applicable. Prior to the Maturity Date applicable to the Proceeds/Payment Portion of a Series of Notes, moneys in the District's Payment Account attributed to such series of the Note shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the applicable Credit Provider or from the applicable Contingency Credit Provider, if any, that such amounts are due to it by instructing the Trustee to pay such amounts to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate, on the District's behalf by remitting to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate, moneys held by the Trustee for the District and then available for such purpose under the Indenture or Trust Agreement, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate.

(P) So long as any Series of Pool Bonds, Contingency Bonds or Certificates issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Indenture or Trust Agreement, as applicable.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, and the Contingency Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2006 (the "Fiscal Year 2005-2006") within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will immediately deliver a written notice to the Authority, Underwriter, the Credit Provider(s) (if applicable), the Contingency Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2005-2006 or Fiscal Year 2006-2007 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) To the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2005-2006 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2006-2007.

(S) The District will maintain a positive general fund balance in Fiscal Year 2006-2007.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) or the last paragraph of Section 18(E) hereof, as applicable.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s) (if applicable), the Contingency Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Series of Notes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Series of the Notes or any other funds of the District which would cause any Series of the Notes to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of (each) (the) Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7 or 18(D), as applicable), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of (each) (the) Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 or 18(D) hereof, as applicable, to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Series of Notes (calculated in accordance with Section 7 or 18(D) hereof, as applicable), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2006-2007 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2006-2007 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Indenture or Trust Agreement, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 or 18(D) hereof, as applicable.

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

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

Section 14. Events of Default and Remedies.

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

(A) Failure by the District to make or cause to be made the deposits to any Payment Account or Contingency Account, as applicable, required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment

required to be paid hereunder on or before the date on which such payment is due and payable;

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

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

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Indenture or Trust Agreement, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument (other than the Contingency Fund) or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and, notwithstanding the foregoing, if a Contingency Credit Instrument is applicable, as long as the applicable Contingency Credit Provider has not failed to comply with its payment obligations under the corresponding Contingency Credit Agreement, each such Contingency Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, in each case so long as such action will not materially adversely affect the rights of any Pool Bond or Certificate Owner, as applicable, (to which the Series of Notes applies) primarily and any Contingency Bond Owner (to which the Series of Notes applies) secondarily, and each Credit Provider's (if any) or each Contingency Credit Provider's (if any), and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Certificate.

If the applicable Credit Provider is not reimbursed on any interest payment date applicable to the Proceeds/Payment Portion of the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on the Proceeds/Payment Portion of such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in Section 5.03 of the Indenture or Trust Agreement, as applicable, or if any principal of or interest on the Proceeds/Payment Portion of such Series of Notes remains unpaid after the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

If the Credit Instrument is the Contingency Fund and the principal of and/or interest on the Proceeds/Payment Portion of a Series of Notes is not paid as required by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion thereof with respect to which the related Contingency Account applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, is paid in full or payment is duly provided for, all subject to Section 8 hereof.

If the Credit Instrument is the Contingency Fund and pursuant to Section 8 hereof the District is required to deposit moneys in the Contingency Account applicable to the Series of Contingency Bonds to which such Series of Notes is assigned and such deposit is not made by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable, from the corresponding Payment Account and the corresponding Contingency Account, as applicable, held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account and Contingency Account, as applicable, at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all

Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Indenture or Trust Agreement, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Indenture or Trust Agreement, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Alternate Program is implemented, this Section 16 shall not be applicable and shall be disregarded, and the provisions of Section 18(F) shall be applicable in its place. Each Series of Notes shall be sold to the Authority in accordance with the terms of the Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(C)(1), (2) and (3) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

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

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes, the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto and, notwithstanding any provision of

this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders, the Credit Provider(s) and, if applicable, the Contingency Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, shall have given notice to the District and to the holders of the Series of Senior Notes and the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Provisions Applicable to Alternate Program. The Board hereby authorizes the Authority, upon consultation with Bond Counsel and the Underwriter and taking into account any amendments or changes to the Code and associated regulations, to determine whether to implement the Program or the Alternate Program, which determination shall be set forth in the Pricing Confirmation. The provisions of this Section 18 shall be applicable only if the Alternate Program is implemented. The Board hereby approves the District's participation in the Alternate Program upon the terms and conditions set forth in this Section 18. If the Alternate Program is implemented, any references in this Resolution to a Series of Pool Bonds shall be

deemed to refer to the applicable Series of Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the District's Note, any references to the Indenture shall be deemed to refer to the Trust Agreement, any references to the Proceeds/Payment Portion of a Note shall be deemed to refer to the principal amount of such Note, and any references to the Contingency Fund, the Contingency Credit Instrument, the Contingency Credit Provider, the Contingency Credit Agreement, the Contingency Portion, Subordinate Notes, or Additional Notes shall not be applicable and shall be disregarded.

(A) Issuance of Notes. If the Alternate Program is implemented, Section 2 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(A) shall be applicable in its place. If the Alternate Program is implemented, neither the District nor the County on the District's behalf, shall issue any Additional Notes, any Subordinate Notes, or any Notes with a Contingency Portion, but the County or the District, as applicable, shall issue only one Series of Notes which shall conform to the provisions of this subsection 18(A). This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District attributable to Fiscal Year 2006-2007, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of a note in the Principal Amount under Sections 53850 et seq. of the Act, designated the District's "2006-2007 Tax and Revenue Anticipation Note" (the "Note"), to be issued in the form of one fully registered note at the principal amount thereof as set forth in the applicable Pricing Confirmation, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than fifteen (15) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable at maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement); provided, however, that if the draw on, payment request under or claim on the Credit Instrument is due solely, in the District's case, to a loss on the Permitted Investment applicable to the Proceeds Subaccount or the Payment Account, the Note shall not be a Defaulted Note if the Credit Provider has so agreed at the time of issuance of the Credit Instrument.

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

If the Note as evidenced and represented by the Series of Certificates is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to Fiscal Year 2006-2007, as provided in Section 18(E) hereof. The percentage of the Note as evidenced and represented by the Series of Certificates to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be (i) equal to 100%, if the size of the Credit Instrument is greater than or equal to the aggregate amount of principal of and interest on unpaid notes (or unpaid portions thereof) comprising such Series or (ii) equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof), expressed as a percentage, if the size of the Credit Instrument is less than the aggregate amount of unpaid principal of and interest on notes (or unpaid portions thereof) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California. The principal amount of the Note shall, prior to the issuance thereof, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe ("Bond Counsel") as to the legality thereof and the exclusion from gross income for federal tax purposes of interest thereon.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one series, pursuant to the terms stated in this subsection 18(A) and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Alternate Program and within the meaning of Section 53853 of the Act.

(B) Approval of Alternate Program. If the Alternate Program is implemented, Section 5 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(B) shall be applicable in its place. The Note shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers), and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The form of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement delivered to such

Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement and Pricing Confirmation, respectively.

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

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

Subject to Section 18(E) hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Certificates, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Certificates which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the

preceding sentence, holders of the Series of Certificates will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 18(D) hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of Certificates of which the Note is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) No Joint Obligation; Certificate Owners' Rights. If the Alternate Program is implemented, Section 6 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(C) shall be applicable in its place. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Alternate Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the Note as evidenced and represented by such Series of Certificates.

Owners of Certificates, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the owners of the Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of the Certificates for the principal and interest payments on the Note evidenced and represented by the Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(D) Disposition of Proceeds of the Note. If the Alternate Program is implemented, Section 7 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(D) shall be applicable in its place. The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended as directed by the Underwriter on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's share of the costs of issuance) is hereby designated the "Deposit to Proceeds Subaccount" and shall be

deposited in the District's Proceeds Subaccount hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. The Pricing Confirmation shall set forth the amount of the Deposit to Proceeds Subaccount. The Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount which shall be not less than 50% of the Net Proceeds. "Net Proceeds" means the Principal Amount of the Note, net of the District's share of the Costs of Issuance. Subject to Section 18(E), the District hereby covenants and agrees to replenish amounts on deposit in its Proceeds Subaccount to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

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

For Notes issued in calendar year 2006, in the event either (A) the Principal Amount of any Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of any Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to

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

(E) Source of Payment. If the Alternate Program is implemented, Section 8 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(E) shall be applicable in its place. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as hereinafter defined) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2006-2007, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). In order to effect this pledge, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee under the Trust Agreement as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) directly therein the first amounts received in the months specified in the Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in such fund, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentages of the principal of and interest due on the Note at maturity as specified in the Pricing Confirmation. The number of Repayment Months determined in the Pricing Confirmation shall not exceed six (6) and the amount of new money required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in the Pricing Confirmation shall not exceed fifty percent (50%) of the principal and interest due on the Note at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"). The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the

Note at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such officer. In the event that on the tenth Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Certificates as set forth in the Trust Agreement) and (to the extent provided in the Trust Agreement), if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

On any interest payment date (if different from the Maturity Date) and on the Maturity Date of the Note, the moneys in the Payment Account shall be transferred by the Trustee, to the extent necessary, to pay the principal of and interest on the Note or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest on the Note in full, moneys in the Payment Account shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment of interest, if any, on the Note; fourth to reimburse the Credit Provider for payment of principal, if any, of the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in the Investment Agreement (as defined in the Trust Agreement) and other Permitted Investments (as defined in the Trust Agreement) as described in and under the terms of the Trust Agreement, and as designated in the Pricing Confirmation. The type of investments to be applicable to the proceeds of the Note shall be determined by the District as designated in the Pricing Confirmation. In the event the District designates an

investment agreement or investment agreements as the investments, the District hereby appoints the Underwriter as its designee as a party authorized to solicit bids on or negotiate the terms of, the investment agreement or investment agreements. The District hereby directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which shall be with a provider or providers rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates (the "Rating Agency") and acceptable to the corresponding Credit Provider and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement or investment agreements on behalf of the District. The Underwriter, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of the present value of annual payments equal to 5/100th of a percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement. Upon the advice of the Underwriter, as confirmed in the Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider and corresponding Credit Instrument payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds shall be accounted for separately and the obligation of the provider or providers of such investment agreement or investment agreements with respect to the District under such investment agreement or investment agreements shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

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

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

(F) Sale of Notes. If the Alternate Program is implemented, Section 16 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(F) shall be applicable in its place. The Note as evidenced and represented by the Series of

Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement, hereinbefore approved.

(G) Appointment of Professionals. If the Alternate Program is implemented, the law firm of Orrick, Herrington & Sutcliffe LLP is hereby appointed Bond Counsel for the Series of Certificates and the Alternate Program, and Piper Jaffray & Co. is hereby appointed underwriter for the Series of Certificates and the Alternate Program. Kutak Rock LLP is hereby appointed as special counsel to the District.

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

Section 19. Continuing Disclosure Undertaking. The provisions of this Section 19 shall be applicable only if the Alternate Program is implemented.

(A) The District covenants, for the sole benefit of the Owners of the Series of Certificates which evidence and represent the Note (and, to the extent specified in this Section 19, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to each nationally recognized municipal securities information repository or to the Municipal Securities Rulemaking Board, and to any State of California information depository, notice of any of the following events with respect to the District's outstanding Note, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Certificates which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board and the State Repository.

(B) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(C) For the purposes of this section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents the Note (including persons holding Certificates through nominees, depositories or other intermediaries).

(D) The District’s obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Certificates of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 20. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Purchase Agreement and the Indenture, or the Certificate Purchase Agreement and the Trust Agreement, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, guaranteed investment contracts, other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Indenture or Trust Agreement, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to (i) acknowledge the terms of the corresponding Credit Agreement or the corresponding Contingency Credit Agreement, as applicable, and (ii) provide the corresponding Credit Provider or the corresponding Contingency Credit Provider (as applicable), with any and all information relating to the District as such corresponding Credit Provider or corresponding Contingency Credit Provider may reasonably request.

Section 21. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Bonds or Certificates to which such Series of Notes is assigned, the corresponding Credit Provider(s), if any, and the corresponding Contingency Credit Provider(s), if any (and as applicable), and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 22. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Pool Bonds, Series of Contingency Bonds or Series of Certificates to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA

2006-2007 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

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

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

PROCEEDS/PAYMENT PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: _____ DOLLARS

CONTINGENCY PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF CONTINGENCY PORTION: _____ DOLLARS

Interest Rate Applicable
to Proceeds/Payment Portion
____%

Maturity Date Applicable
to Proceeds/Payment Portion

Interest Rate Applicable
to Contingency Portion
____%

Maturity Date Applicable
to Contingency Portion

First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note at maturity)**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2007 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in _____

* To bear this designation if this Note is a Series of Subordinate Notes.

** Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution.*** The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

*** If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.

COUNTY OF _____

By _____
Title:

(SEAL)

Countersigned

By _____
Title:

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____,
hereby sells, assigns and transfers unto _____ (Tax
Identification or Social Security No. _____) the within Note and all rights thereunder,
and hereby irrevocably constitutes and appoints _____ attorney
to transfer the within Note on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

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

EXHIBIT B
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA

2006-2007 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

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

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

PROCEEDS/PAYMENT PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: _____ DOLLARS

CONTINGENCY PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF CONTINGENCY PORTION: _____ DOLLARS

Interest Rate Applicable
to Proceeds/Payment Portion

____%

Maturity Date Applicable
to Proceeds/Payment Portion

Interest Rate Applicable
to Contingency Portion

____%

Maturity Date Applicable
to Contingency Portion

First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note at maturity)**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2007 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in _____

* To bear this designation if this Note is a Series of Subordinate Notes.

** Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution.*** The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

*** If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

DISTRICT/_____
BOARD OF EDUCATION

By_____
Title:

[(SEAL)]

Countersigned

By_____
Title:

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

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

EXHIBIT C
FORM OF NOTE – ALTERNATE PROGRAM

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
 COUNTY OF _____, CALIFORNIA
 2006-2007 TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

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

PRINCIPAL AMOUNT: _____ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>				
____%		First	Second	Third	Fourth	Fifth
Repayment Month	Repayment Month	Repayment Month	Repayment Month	Repayment Month	Repayment Month	Repayment Month
____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	100% (Total of principal and interest due)

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2007 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District

** Number of Repayment Months and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.]**

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/ _____]
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

* Applicable only if the Note is issued by the County.
** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

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

SECRETARY'S CERTIFICATE

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

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the __ day of _____, 2006, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

Dated: _____, 2006

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-b

Date: February 21, 2006

Subject: Surplus Property

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Rick Storti
District Controller

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR - 17 INCH	VX720	P008142307	016485
1	DELL	MONITOR - 19 INCH	M991	TW049VYR4780009JG2QN	016113
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0NO	016417
1	IYYAMA	MONITOR - 21 INCH	A102GT	10005594	012727
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2N2	016590
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010ALH0N2	016597
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2D1	016601
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH47J	016603
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CE4074	016644
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2CG	016683
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH47D	016688
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2NO	016661
1	MINOLTA	COPIER	EP3000	61076098	017388
1	GATEWAY	MONITOR - 19 INCH	VX920	P102048058	011050
1	BROTHER	FAX MACHINE	MFC-4350	US6360H99278802	015675
1	GATEWAY	MONITOR - 19 INCH	VX920	M201027199	019318
1	GATEWAY	MONITOR - 19 INCH	VX920	M201027122	019322
1	BROTHER	FAX MACHINE	2800	L1J795934	019012
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGG197	016171
1	GATEWAY	MONITOR - 17 INCH	EV700	17004A488589	012333
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH17A	016751
1	GATEWAY	MONITOR - 19 INCH	VX900	U9E009280	013672
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH00C	016365
1	GATEWAY	CPU W/MONITOR	E3400	0020074188	020638
1	GATEWAY	CPU /MONITOR	E3400	0020074521	010822
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH260	016369
1	GATEWAY	MONITOR - 22 INCH	VX1120	12051677	017868
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2CR	016605
1	GATEWAY	MONITOR	VX900	G8D040262	013849
1	GATEWAY	CPU /MONITOR	E3400	0020075172	020589
1	GATEWAY	MONITOR	VX900	G8F067695	011005
1	GATEWAY	MONITOR	EV700A	17014D669084	-----
1	GATEWAY	MONITOR	EV700A	17004A603857	011699
1	XEROX	PRINTER	P8	T8G005195	010569
1	GATEWAY	CPU	E3200	11220606	-----
1	GATEWAY	CPU	E4200	11560512	-----
1	GATEWAY	CPU	E4200	13997536	-----
1	GATEWAY	CPU	E3400	20074192	-----
1	GATEWAY	MONITOR	VX900	G8J135773	-----
1	JACOBSEN	SWEEPER	2916753	1108	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: February 21, 2006

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2005 through December 31, 2005. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

<u>General Funds</u>	<u>Page</u>
Resource 1000 – General Operating	1
Resource 1050 – Parking	2
Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
<u>Special Revenue Funds</u>	
Resource 3200 – Food Services	10
Resource 3300 – Child Care	11
<u>Capital Projects Funds</u>	
Resource 4100 – State Construction & Scheduled Maintenance	12
Resource 4110 – Child Development Center Capital	13
Resource 4120 – Non-State Funded Capital Outlay Projects	14
Resource 4130 – La Sierra Capital	15
Resource 4150 – Self-Funded Equipment and Facility Projects	16
Resource 4160 – General Obligation Bond Funded Capital Outlay Projects	17
<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	18
Resource 6110 – Workers Compensation Self-Insurance	19
<u>Expendable Trust and Agency Funds</u>	
Associated Students of RCC	20
Student Financial Aid	21
RCCD Development Corporation	22

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: February 21, 2006

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended December 31, 2005.

Salvatore G. Rotella
Chancellor

Prepared by: Rick Storti
District Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED DECEMBER 31, 2005**

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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 103,662,808	\$ 113,954,558	\$ 113,954,558	\$ 55,999,777
Intrafund Transfer from				
District Bookstore (Resource 1110)	510,000	450,000	450,000	225,000
Interfund Transfer from				
Self-Funded Equipment and				
Facility Projects (Resource 4150)	983,860	1,123,870	1,123,870	280,967
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	1,555,074	0	0	0
Total Revenues	<u>\$ 106,711,742</u>	<u>\$ 115,528,428</u>	<u>\$ 115,528,428</u>	<u>\$ 56,505,744</u>
Expenditures				
Academic Salaries	\$ 48,089,863	\$ 54,502,666	\$ 54,471,558	\$ 25,133,546
Classified Salaries	20,330,195	24,702,912	24,704,712	10,831,225
Employee Benefits	17,958,103	20,527,817	20,528,040	8,062,027
Materials & Supplies	1,529,036	2,211,273	2,195,781	932,754
Services	9,404,781	12,269,080	12,223,322	4,777,351
Capital Outlay	1,331,282	3,897,996	6,088,331	4,464,850
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	641,731	665,157	665,157	332,578
Customized Solutions (Resource 1170)	173,470	173,470	173,470	86,734
EOPS (Resource 1190)	10,432	0	0	0
Federal Work Study (Resource 1190)	127,860	130,595	130,595	38,233
Matriculation (Resource 1190)	257,287	273,213	273,213	136,606
Charter School (Resource 1190)	40,229	0	0	0
Instr. Equipment Match (Resource 1190)	586,892	663,574	663,574	663,574
Performance Riverside (Resource 1090)	193,257	193,257	193,257	96,628
Interfund Transfer to:				
Resource 3300	320,000	220,000	220,000	110,000
Resource 6100	500,000	500,000	500,000	500,000
Total Expenditures	<u>\$ 101,494,418</u>	<u>\$ 120,931,010</u>	<u>\$ 123,031,010</u>	<u>\$ 56,166,106</u>
Revenues Over (Under) Expenditures	\$ 5,217,324	\$ (5,402,582)	\$ (7,502,582)	\$ 339,637
Beginning Fund Balance	7,402,371	12,619,695	12,619,695	12,619,695
Ending Fund Balance	<u>\$ 12,619,695</u>	<u>\$ 7,217,113</u>	<u>\$ 5,117,113</u>	<u>\$ 12,959,332</u>
Ending Cash Balance				<u>\$ 18,109,430</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2005**

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>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,083,612	\$ 2,093,694	\$ 2,093,694	\$ 835,508
Expenditures				
Classified Salaries	\$ 1,126,627	\$ 1,338,256	\$ 1,326,216	\$ 555,864
Employee Benefits	353,729	402,891	402,891	141,958
Materials & Supplies	53,642	57,760	69,800	27,841
Services	249,709	287,271	287,271	105,880
Capital Outlay	131,393	346,634	346,634	35,515
Total Expenditures	\$ 1,915,100	\$ 2,432,812	\$ 2,432,812	\$ 867,058
Revenues Over (Under) Expenditures	\$ 168,512	\$ (339,118)	\$ (339,118)	\$ (31,549)
Beginning Fund Balance	784,079	952,591	952,591	952,591
Ending Fund Balance	\$ 952,591	\$ 613,473	\$ 613,473	\$ 921,042
Ending Cash Balance				\$ 942,517

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2005**

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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 578,034	\$ 650,816	\$ 650,816	\$ 290,041
Expenditures				
Academic Salaries	\$ 115,176	\$ 133,623	\$ 133,623	\$ 44,141
Classified Salaries	229,494	299,161	299,161	100,357
Employee Benefits	44,401	60,034	60,034	19,317
Materials & Supplies	21,929	45,900	45,900	10,063
Services	81,448	82,511	82,511	57,629
Capital Outlay	831	8,800	8,800	4,624
Total Expenditures	\$ 493,279	\$ 630,029	\$ 630,029	\$ 236,131
Revenues Over (Under) Expenditures	\$ 84,755	\$ 20,787	\$ 20,787	\$ 53,910
Beginning Fund Balance	333,088	417,843	417,843	417,843
Ending Fund Balance	\$ 417,843	\$ 438,630	\$ 438,630	\$ 471,753
Ending Cash Balance				\$ 472,356

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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,002,094	\$ 1,059,424	\$ 1,059,424	\$ 580,905
Expenditures				
Academic Salaries	\$ 8,025	\$ 18,172	\$ 18,172	\$ 9,188
Classified Salaries	336,871	362,222	362,222	203,579
Employee Benefits	69,728	68,055	68,055	29,846
Materials & Supplies	18,428	17,400	17,400	6,871
Services	501,902	548,618	548,618	250,931
Capital Outlay	812	13,650	13,650	8,278
Total Expenditures	\$ 935,766	\$ 1,028,117	\$ 1,028,117	508,694
Revenues Over (Under) Expenditures	\$ 66,328	\$ 31,307	\$ 31,307	\$ 72,211
Beginning Fund Balance	15,549	81,877	81,877	81,877
Ending Fund Balance	\$ 81,877	\$ 113,184	\$ 113,184	\$ 154,088
Ending Cash Balance				\$ 155,459

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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 685,697	\$ 710,675	\$ 710,675	\$ 448,007
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	96,628
Total Revenues	<u>\$ 878,954</u>	<u>\$ 903,932</u>	<u>\$ 903,932</u>	<u>\$ 544,635</u>
Expenditures				
Classified Salaries	\$ 241,983	\$ 270,710	\$ 267,449	\$ 130,194
Employee Benefits	67,876	82,532	85,793	33,631
Materials & Supplies	38,965	41,556	40,188	21,397
Services	528,638	507,134	507,134	332,411
Capital Outlay	0	0	1,368	1,408
Total Expenditures	<u>\$ 877,462</u>	<u>\$ 901,932</u>	<u>\$ 901,932</u>	<u>\$ 519,040</u>
Revenues Over (Under) Expenditures	\$ 1,492	\$ 2,000	2,000	\$ 25,595
Beginning Fund Balance	<u>(532,660)</u>	<u>(531,168)</u>	<u>(531,168)</u>	<u>(531,168)</u>
Ending Fund Balance	<u>\$ (531,168)</u>	<u>\$ (529,168)</u>	<u>\$ (529,168)</u>	<u>\$ (505,573)</u>
Ending Cash Balance				<u>\$ (502,184)</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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 837,758	\$ 843,144	\$ 843,144	\$ 464,027
Expenditures				
Classified Salaries	\$ 4,541	\$ 0	\$ 0	\$ 0
Employee Benefits	521	0	0	0
Services	29,751	31,050	31,050	44
Interfund Transfer to				
Food Services (Resource 3200)	326,930	356,930	356,930	81,733
Intrafund Transfer to				
General Operating (Resource 1000)	510,000	450,000	450,000	225,000
Total Expenditures	\$ 871,743	\$ 837,980	\$ 837,980	\$ 306,777
Revenues Over (Under) Expenditures	\$ (33,985)	\$ 5,164	\$ 5,164	\$ 157,250
Beginning Fund Balance	121,618	87,633	87,633	87,633
Ending Fund Balance	\$ 87,633	\$ 92,797	\$ 92,797	\$ 244,883
Ending Cash Balance				\$ 244,882

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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 223,606	\$ 890,902	\$ 890,902	\$ 70,150
Intrafund Transfer from General Operating (Resource 1000)	173,470	173,470	173,470	86,734
Total Revenue	<u>\$ 397,076</u>	<u>\$ 1,064,372</u>	<u>\$ 1,064,372</u>	<u>\$ 156,884</u>
Expenditures				
Academic Salaries	\$ 2,014	\$ 49,588	\$ 49,588	\$ 0
Classified Salaries	121,499	124,150	124,150	55,606
Employee Benefits	39,915	51,355	51,355	14,151
Materials & Supplies	8,163	61,267	61,267	3,456
Services	111,167	545,127	545,127	53,712
Capital Outlay	573	574	574	0
Total Expenditures	<u>\$ 283,331</u>	<u>\$ 832,061</u>	<u>\$ 832,061</u>	<u>\$ 126,925</u>
Revenues Over (Under) Expenditures	\$ 113,745	\$ 232,311	\$ 232,311	\$ 29,960
Beginning Fund Balance	(27,044)	86,701	86,701	86,701
Ending Fund Balance	<u>\$ 86,701</u>	<u>\$ 319,012</u>	<u>\$ 319,012</u>	<u>\$ 116,661</u>
Ending Cash Balance				<u>\$ 117,578</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 650,860	\$ 670,200	\$ 670,200	\$ 37,088
Expenditures				
Services	\$ 130,487	\$ 156,100	\$ 156,100	\$ 80,215
Total Expenditures	\$ 130,487	\$ 156,100	\$ 156,100	\$ 80,215
Revenues Over (Under) Expenditures	\$ 520,373	\$ 514,100	\$ 514,100	\$ (43,127)
Beginning Fund Balance	1,651,823	2,172,196	2,172,196	2,172,196
Ending Fund Balance	\$ 2,172,196	\$ 2,686,296	\$ 2,686,296	\$ 2,129,069
Ending Cash Balance				\$ 1,079,068

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 15,378,144	\$ 18,156,797	\$ 18,573,569	\$ 5,220,990
Interfund Transfer from Self Funded Equip. and Facilities Projects (Resource 4150)				
For Instructional Equipment Match	11,073	0	0	0
Intrafund Transfers from General Operating (Resource 1000)				
For DSP&S	641,731	665,157	665,157	332,578
For EOPS	10,432	0	0	0
For Federal Work Study	127,860	130,595	130,595	38,233
For Matriculation	257,287	273,213	273,213	136,606
For Gateway to College	40,229	0	0	0
For Instructional Equipment	586,892	663,574	663,574	663,574
Total Revenues	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 20,306,108</u>	<u>\$ 6,391,981</u>
Expenditures				
Academic Salaries	\$ 3,028,648	\$ 3,271,665	\$ 3,370,724	\$ 1,399,472
Classified Salaries	4,136,893	5,245,455	5,227,555	2,269,344
Employee Benefits	2,092,018	2,531,666	2,570,031	865,730
Materials & Supplies	1,292,608	1,348,670	1,516,332	240,209
Services	3,097,687	4,378,137	4,478,707	624,392
Capital Outlay	3,100,696	2,707,351	2,704,960	1,015,681
Scholarships	68,794	194,466	203,500	31,931
Student Grants (Financial, Book, Meal, Transportation)	236,304	211,926	234,299	108,771
Total Expenditures	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 20,306,108</u>	<u>\$ 6,555,531</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (163,550)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (163,550)</u>
Ending Cash Balance				<u>\$ (1,119,699)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,292,842	\$ 1,260,600	\$ 1,260,600	\$ 590,919
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	326,930	356,930	356,930	81,733
Total Revenues	<u>\$ 1,619,772</u>	<u>\$ 1,617,530</u>	<u>\$ 1,617,530</u>	<u>\$ 672,652</u>
Expenditures				
Classified Salaries	\$ 557,682	\$ 651,093	\$ 651,093	\$ 281,624
Employee Benefits	188,406	256,996	256,996	86,656
Materials & Supplies	711,968	694,892	694,731	318,273
Services	103,126	91,245	91,245	31,797
Capital Outlay	15,175	0	161	161
Total Expenditures	<u>\$ 1,576,357</u>	<u>\$ 1,694,226</u>	<u>\$ 1,694,226</u>	<u>\$ 718,510</u>
Revenues Over (Under) Expenditures	\$ 43,415	\$ (76,696)	\$ (76,696)	\$ (45,858)
Beginning Fund Balance	252,534	295,949	295,949	295,949
Ending Fund Balance	<u>\$ 295,949</u>	<u>\$ 219,253</u>	<u>\$ 219,253</u>	<u>\$ 250,091</u>
Ending Cash Balance				<u>\$ 224,130</u>

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 769,518	\$ 1,004,906	\$ 1,004,906	\$ 358,370
Interfund Transfer from General Operating (Resource 1000)	320,000	220,000	220,000	110,000
Total Revenues	<u>\$ 1,089,518</u>	<u>\$ 1,224,906</u>	<u>\$ 1,224,906</u>	<u>\$ 468,370</u>
Expenditures				
Academic Salaries	\$ 642,370	\$ 758,229	\$ 758,229	\$ 386,585
Classified Salaries	150,789	138,501	138,501	70,975
Employee Benefits	166,198	183,453	183,453	78,581
Materials & Supplies	48,903	58,032	57,558	17,979
Services	48,413	53,030	53,030	16,337
Capital Outlay	841	0	474	468
Total Expenditures	<u>\$ 1,057,514</u>	<u>\$ 1,191,245</u>	<u>\$ 1,191,245</u>	<u>\$ 570,924</u>
Revenues Over (Under) Expenditures	\$ 32,004	\$ 33,661	\$ 33,661	\$ (102,554)
Beginning Fund Balance	(1,455)	30,549	30,549	30,549
Ending Fund Balance	<u>\$ 30,549</u>	<u>\$ 64,210</u>	<u>\$ 64,210</u>	<u>\$ (72,005)</u>
Ending Cash Balance				<u>\$ (66,015)</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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,865,981	\$ 12,588,459	\$ 12,588,459	\$ 0
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	322,000	0	0	0
Total Revenues	<u>\$ 6,187,981</u>	<u>\$ 12,588,459</u>	<u>\$ 12,588,459</u>	<u>\$ 0</u>
Expenditures				
Materials & Supplies	\$ 67,674	\$ 12,514	\$ 13,768	\$ 5,476
Services	4,573	1,600	6,531	357
Capital Outlay	5,512,698	13,317,817	13,311,632	191,670
Total Expenditures	<u>\$ 5,584,945</u>	<u>\$ 13,331,931</u>	<u>\$ 13,331,931</u>	<u>\$ 197,503</u>
Revenues Over (Under) Expenditures	\$ 603,036	\$ (743,472)	\$ (743,472)	\$ (197,503)
Beginning Fund Balance	140,436	743,472	743,472	743,472
Ending Fund Balance	<u>\$ 743,472</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 545,969</u>
Ending Cash Balance				<u>\$ (927,441)</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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,081	\$ 1,200	\$ 1,200	\$ 1,634
Expenditures				
Services	\$ 2,450	\$ 0	\$ 0	\$ 0
Capital Outlay	324,482	47,911	47,911	860
Total Expenditures	\$ 326,932	\$ 47,911	\$ 47,911	\$ 860
Revenues Over (Under) Expenditures	\$ (317,851)	\$ (46,711)	\$ (46,711)	\$ 774
Beginning Fund Balance	364,562	46,711	46,711	46,711
Ending Fund Balance	\$ 46,711	\$ 0	\$ 0	\$ 47,485
Ending Cash Balance				\$ 47,484

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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 11,558	\$ 200	\$ 200	\$ 4
Expenditures				
Capital Outlay	\$ 11,390	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 11,390	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 168	\$ 200	\$ 200	\$ 4
Beginning Fund Balance	317	485	485	485
Ending Fund Balance	<u>\$ 485</u>	<u>\$ 685</u>	<u>\$ 685</u>	<u>\$ 489</u>
Ending Cash Balance				<u>\$ 489</u>

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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 137,262	\$ 223,000	\$ 223,000	\$ 47,492
Expenditures				
Services	\$ 109,572	\$ 18,893	\$ 18,893	\$ 6,877
Capital Outlay	1,294,496	2,299,587	2,299,587	1,826
Total Expenditures	\$ 1,404,068	\$ 2,318,480	\$ 2,318,480	\$ 8,703
Revenues Over (Under) Expenditures	\$ (1,266,806)	\$ (2,095,480)	\$ (2,095,480)	\$ 38,789
Beginning Fund Balance	7,379,836	6,113,030	6,113,030	6,113,030
Ending Fund Balance	\$ 6,113,030	\$ 4,017,550	\$ 4,017,550	\$ 6,151,819
Ending Cash Balance				\$ 5,101,819

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 32,172	\$ 8,000	\$ 8,000	\$ 8,667
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 983,860	\$ 1,123,870	\$ 1,123,870	\$ 280,967
Grants & Categorical Programs (Resource 1190)	11,072	0	0	0
Total Expenditures	\$ 994,932	\$ 1,123,870	\$ 1,123,870	\$ 280,967
Revenues Over (Under) Expenditures	\$ (962,760)	\$ (1,115,870)	\$ (1,115,870)	\$ (272,300)
Beginning Fund Balance	2,078,630	1,115,870	1,115,870	1,115,870
Ending Fund Balance	\$ 1,115,870	\$ 0	\$ 0	\$ 843,570
Ending Cash Balance				\$ 843,570

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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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,030,586	\$ 1,200,000	\$ 1,200,000	\$ 391,573
Proceeds from General Obligation Bond Series A and B	<u>132,290,322</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 133,320,908</u>	<u>\$ 1,200,000</u>	<u>\$ 1,200,000</u>	<u>\$ 391,573</u>
Expenditures				
Materials & Supplies	\$ 83,190	\$ 50,000	\$ 50,000	\$ 13,131
Services	1,784,826	211,600	410,573	87,825
Capital Outlay	11,078,831	23,798,596	28,392,984	5,853,168
Debt Service	69,269,349	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	<u>322,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 82,538,196</u>	<u>\$ 24,060,196</u>	<u>\$ 28,853,557</u>	<u>\$ 5,954,123</u>
Revenues Over (Under) Expenditures	\$ 50,782,712	\$ (22,860,196)	\$ (27,653,557)	\$ (5,562,550)
Beginning Fund Balance	<u>0</u>	<u>50,782,712</u>	<u>50,782,712</u>	<u>50,782,712</u>
Ending Fund Balance	<u>\$ 50,782,712</u>	<u>\$ 27,922,516</u>	<u>\$ 23,129,155</u>	<u>\$ 45,220,162</u>
Ending Cash Balance				<u>\$ 45,224,242</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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,950,696	\$ 4,190,007	\$ 4,190,007	\$ 2,311,018
Interfund transfer from				
General Operating (Resource 1000)	500,000	500,000	500,000	500,000
Intrafund transfer from				
Workers' Compensation (Resource 6110)	102,097	0	0	0
Total Revenue	<u>\$ 4,552,793</u>	<u>\$ 4,690,007</u>	<u>\$ 4,690,007</u>	<u>\$ 2,811,018</u>
Expenditures				
Classified Salaries	\$ 127,413	\$ 140,023	\$ 140,023	\$ 67,860
Employee Benefits	44,656	45,324	45,324	17,757
Materials & Supplies	3,224	3,900	3,900	1,810
Services	3,244,838	4,169,050	4,169,050	1,688,540
Capital Outlay	2,347	5,000	5,000	839
Total Expenditures	<u>\$ 3,422,478</u>	<u>\$ 4,363,297</u>	<u>\$ 4,363,297</u>	<u>\$ 1,776,807</u>
Revenues Over (Under) Expenditures	\$ 1,130,315	\$ 326,710	\$ 326,710	\$ 1,034,211
Beginning Fund Balance	<u>(1,019,434)</u>	<u>110,881</u>	<u>110,881</u>	<u>110,881</u>
Ending Fund Balance	<u>\$ 110,881</u>	<u>\$ 437,591</u>	<u>\$ 437,591</u>	<u>\$ 1,145,092</u>
Ending Cash Balance				<u>\$ 2,651,476</u>

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

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 892,076	\$ 1,057,882	\$ 1,057,882	\$ 527,462
Expenditures				
Classified Salaries	\$ 43,316	\$ 47,502	\$ 47,502	\$ 21,489
Employee Benefits	15,548	15,384	15,384	5,549
Materials & Supplies	205	500	500	617
Services	869,807	1,175,000	1,175,000	577,771
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)	102,097	0	0	0
Total Expenditures	\$ 1,030,973	\$ 1,238,386	\$ 1,238,386	\$ 605,425
Revenues Over (Under) Expenditures	\$ (138,897)	\$ (180,504)	\$ (180,504)	\$ (77,963)
Beginning Fund Balance	945,280	806,383	806,383	806,383
Ending Fund Balance	\$ 806,383	\$ 625,879	\$ 625,879	\$ 728,420
Ending Cash Balance				\$ 1,628,325

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

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 644,906	\$ 625,000	\$ 625,000	\$ 293,056
Expenditures				
Materials & Supplies	\$ 507,393	\$ 625,000	\$ 625,000	\$ 302,436
Total Expenditures	\$ 507,393	\$ 625,000	\$ 625,000	\$ 302,436
Revenues Over (Under) Expenditures	\$ 137,513	\$ 0	\$ 0	\$ (9,380)
Beginning Fund Balance	874,097	1,011,610	1,011,610	1,011,610
Ending Fund Balance	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,002,230</u>
Ending Cash Balance				<u>\$ 1,903,168</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2005**

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

Student Financial Aid

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 6,780,718</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 6,636,827</u>
Total Expenditures	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 6,636,827</u>
Revenues Over (Under) Expenditures	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 143,891</u>
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>\$ 143,891</u>
Ending Cash Balance				<u>\$ 166,937</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2005**

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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 8
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (4)	\$ 0	\$ 0	\$ 8
Beginning Fund Balance	16,240	16,236	16,236	16,236
Ending Fund Balance	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,244</u>
Ending Cash Balance				<u>\$ 16,244</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-a

Date: February 21, 2006

Subject: Proposed Curricular Changes

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Sylvia Thomas
Associate Vice Chancellor, Instruction

New Course Proposals

1. ARA-3 – Arabic 3 5 units
Prerequisite: ARA-2.
Development of intermediate skills in listening, reading, speaking and writing. A continued emphasis on the acquisition of vocabulary, structures and grammatical patterns necessary for comprehension of Modern Standard Arabic and classical Arabic at the intermediate level. This course includes an expanded discussion of Arabic culture and daily life. 90 hours lecture and 18 hours laboratory.

2. ARE-28 – Perspective Drawing 3 units
Prerequisite: None.
This course is designed to provide graphic communication skills used in Architecture and Architecture related fields of Environmental Design, Landscape Design/Architecture, Interior Design and Community Planning. Purpose of the course is to provide students with a knowledge, understanding and ability to apply the keys to creating communication of three-dimensional form and space on the two-dimensional surface. The course will emphasize the use of shade and shadow as well as perspective drawing techniques to produce desired graphic communication. 27hours lecture and 90 hours laboratory.

3. AUT-45 – Ford MLR Automotive Chassis Systems 4 units
Prerequisite: AUT-40.
This course presents the principles of operation, diagnosis, and repair of the brake system, the suspension and steering system, and the climate control system. The course content includes hydraulic, mechanical, and electronic operation and repair, as well as brake system overhaul and service operations. Additionally, it presents the fundamentals of suspension and steering system operation and repair, including base and electronically controlled systems. Wheel alignment service and tire balancing will also be covered. Furthermore, the course will include climate control fundamentals. Emphasis will be placed on the diagnosis of brake system concerns, as well as the diagnosis of steering and suspension system performance concerns, and climate control concerns using Ford testing methods and equipment. May be taken a total of 2 times. 54 hours lecture and 54 hours laboratory.

4. BUS-90 – International Logistics 3 units
Prerequisite: None.
An introduction to the role of logistics in global business; including the economic and service characteristics of international transportation providers, the government's role, documentation and terms of sale used in global business, and the fundamentals of effective export and import management. 54 hours lecture.

5. CAT-3A – Linux Computer Applications for Working Professionals 3 units
(Same as CIS-3A)
Prerequisite: None.

This course introduces a suite of computer applications to students preparing to enter the office, business, and teaching professions. Individuals who are already established in these professions may also benefit from skills emphasized which include: use of basic operating system functions, Internet utilization, word processing, spreadsheets, database management, presentation graphics, and scheduling/time management. 54 hours lecture and 18 hours laboratory.

6. CAT-57 – Creating and Managing the Virtual Office 3 units

Prerequisite: None.

Advisory: CAT/CIS 95A or equivalent skills. Students should be able to demonstrate the principles of navigating and searching the Internet, apply the fundamental concepts of the Internet to retrieve and send information, and identify the functions and applications of current Internet access programs.

The increased use of the Web and hardware and software technologies has allowed individuals to work outside their corporate/business office or to become self-employed entrepreneurs. The course explores topics related to creating a virtual office including time management, customizing the workplace, evaluating and buying software and hardware, and communicating with technology. The course is a requirement of the Computer Applications and Office Technology Discipline's Virtual Assistant Certificate Program. May be taken a total of 2 times. 54 hours lecture.

7. CAT-58 – Marketing the Virtual Office 3 units

Prerequisite: None.

Advisory: CAT 57 and CAT/CIS 76A or B recommended. Students should be able to explain the purposes and functions of virtual office environments; Analyze the categories of skills and work habits of a virtual office environment; Evaluate types of employment that lend themselves to virtual work and compare them to their areas of interest; Design an ergonomic and efficient virtual office; Formulate 5 strategies to be used to organize and manage home/personal life and office/business duties. Students should also be able to demonstrate competency in designing, creating, publishing and maintaining quality Web applications using FrontPage or Dreamweaver; Create FrontPage or Dreamweaver Web sites with hyperlinks, navigation bars, image maps, tables, frames, forms, databases, site maps and discussion groups; Use FrontPage or Dreamweaver to create and modify themes, cascading style sheets, hover buttons, and DHTML effects to build dynamic and visually pleasing Web sites.

Identifies and evaluates various employment marketing techniques such as networking face-to-face, virtual interviews, associating with professional organizations, developing flyers and brochures, developing a professional Internet site, and using Web-based resources. The course is a core requirement of the Virtual Assistant certificate program. 54 hours of lecture.

8. CAT-88 – Internships in Computer Applications and Office Technology 3 units
Prerequisite: None.
Advisory: CAT-3 and CAT-51 recommended. Students should be able to type by touch; use proofreading and editing skills to produce acceptable, final draft business documents from handwritten or rough-draft copy; and prioritize and complete projects on an independent basis. Students should also be able to apply operating system skills to navigate and run within software programs; apply document design techniques that use word processing, spreadsheet, databases, presentation graphics, and scanning software applications; use Web browsers to search for information and upload and download files from the internet.
Limitation on enrollment: Computer Applications and Office Technology majors and certificate students.
- In cooperation with private or public sector employers, the internship is supervised employment of students that extends classroom learning to the job site and relates to the students' educational or occupational goal. The internship class is for students who have declared a Computer Applications and Office Technology major, have taken classes in the major, and are ready for on-the-job experience in a paid or unpaid position. Students will acquire new knowledge, skills, and abilities to prepare for a career in their chosen field. Placement is arranged through the instructor and with student assistance. Internship participation requirements may vary with the job setting. May be taken up to four times for a maximum of twelve units of credit. 27 hours lecture and a minimum of 90 hours internship.
9. CIS-3A – Linux Computer Applications for Working Professionals 3 units
(Same as CAT-3A)
Prerequisite: None.
This course introduces a suite of computer applications to students preparing to enter the office, business, and teaching professions. Individuals who are already established in these professions may also benefit from skills emphasized which include: use of basic operating system functions, Internet utilization, word processing, spreadsheets, database management, presentation graphics, and scheduling/time management. 54 hours lecture and 18 hours laboratory.
10. CIS-12 – PHP Dynamic Web Site Programming 3 units
Prerequisite: None.
Advisory: Programming fundamentals such as in CIS-5 or CIS-14A, and familiarity with HTML such as in CIS/CAT-72A or CIS-14A. Concurrent enrollment in CIS-96 or CIS-97. Dynamic Web site programming using PHP. Fundamentals of server-side Web programming. Introduction to database-driven Web sites, using PHP to access a database such as MySQL. Web applications such as user registration, content management, and e-

commerce. This course is for students already familiar with the fundamentals of programming and HTML. 54 hours lecture and 18 hours laboratory.

11. CIS-21A – Linux Operating System Administration 3 units
Prerequisite: None.
Advisory: Previous experience with computer concepts, theory and applications such as CIS 1A or CIS/CAT 3A.
This course covers operating system concepts, structure, functions, performance, and management. The Linux operating system is specifically studied and analyzed with respect to these concepts. All major administrative responsibilities associated with this operating system are performed. These tasks shall include but not be limited to system installation, configuration, security, and backups for both client and server which might be found in a small business environment. 54 hours lecture and 18 hours laboratory.

12. COS-62A – Level I Esthetician Concepts 8.5 units
Prerequisite: None.
The esthetician course is designed to prepare the student for a career in skin care and make-up. This is the first semester of a two semester course consisting of 600 total hours. The course is designed to prepare the student for the California State Board of Barbering and Cosmetology esthetics exam. The course contains the state board Rules and Regulations, Cosmetology Act, related chemistry, bacteriology, disinfection and sanitation, material safety data sheets, first aid, ergonomics, beginning hazardous chemicals, client protection and safety, level I anatomy, level I physiology, histology of the skin, manual facials daytime make-up, eyebrow arching and hair removal (wax, tweezers and depilatories), application of artificial eyelashes (strip and individual) and the predisposition test for all chemicals. 95 hours of lecture and 205 hours of laboratory.

13. COS-62B – Level II Esthetician Concepts 8.5 units
Prerequisite: COS-62A.
The esthetician course is designed to prepare the student for a career in skin care and make-up. This is the second semester of a two semester course consisting of 600 total hours. The course is designed to prepare the student for the California State Board of Barbering and Cosmetology esthetics exam. The course contains the state board Rules and Regulations, Cosmetology Act, level II chemistry, bacteriology, disinfection and sanitation, material safety data sheets, first aid, level II hazardous chemicals, client protection and safety, level II anatomy, level II physiology, histology of the skin, level II electrical facials (including all modalities) eyebrow arching and hair removal (wax, tweezers and depilatories) corrective make-up, application of artificial eyelashes (strip and individual) and the predisposition test for all chemicals. 95 hours of lecture and 205 hours of lab will be required for this class.

14. CUL-40 – Professional Waitstaff Training .5 unit
Prerequisite: None.

This course introduces the skills, techniques and knowledge of professional waitstaff service. The course prepares students to provide the finest waitstaff service in the hospitality industry, and is appropriate for those who are considering entering a waitstaff career to those who are experienced waitstaff professionals seeking to improve skills to impeccable levels. The course covers styles of waitstaff service, interaction with guests, the tools used by professional waitstaff, service preparedness and proper table etiquette. 9 hours lecture and 9 hours laboratory.

15. CUL-41 – Wine and Food Pairing 2 units
Prerequisite: None.
Limitation on enrollment: Students must be at least 21 years old to sample wines.
This course introduces characteristics of different wine families, the varietals within each family and the characteristics of each varietal that can be used to select the best wine to compliment a dish. Students will learn how the climate, topography and geography of a region and even the individual vineyard affects the wine it produces. Students will learn to identify the specific characteristics of each wine varietal and to distinguish between different varietals. Students will learn to read a wine label and choose the best varietals and desired characteristics to compliment any food being served. Wines will be sampled during class. 36 hours lecture.
16. CUL-42 – International Cuisine 2 units
Prerequisite: None.
This class introduces the skills necessary to prepare international foods including traditional methods of preparation and the cultural influences on each dish. Introduces a variety of preparation methods and ingredients of international cuisine including the history, climate and topography of each country and influences on its people. The class teaches skills necessary for great cooking and promotes a global understanding and appreciation of cultures different from one's own. 18 hours lecture and 54 hours laboratory.
17. DEA-10 – Introduction to Dental Assisting and Chairside Assisting 4 units
Prerequisite: None.
Limitation on enrollment: Enrollment in the Dental Assistant Program
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. The course introduces the student to the practice and history of dentistry including dental specialties, legal responsibilities and roles of the dental auxiliary, ethical decision making, dental terminology, dental charting, dental equipment, instrument identification, patient communication skills, and the provision of oral hygiene instructions. 54 hours lecture and 54 hours laboratory.
18. DEA-20 – Infection Control for Dental Assistants 2 units
Prerequisite: None.
Limitation on enrollment: Enrollment in the Dental Assistant Program

This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. The course introduces the student to Center of Disease Control (CDC) and Occupational Safety and Health Administration (OSHA) infection control standards and protocols, general safety protocols, general description of microorganisms, concepts of disease spread and its prevention, and how to manage hazardous chemicals used in dentistry. 6 hours lecture.

19. DEA-21 – Introduction to Radiology for Dental Assistants 2 units
Prerequisite: None.
Corequisite: DEA-20.
Limitation on enrollment: Enrollment in the Dental Assistant Program
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. This course includes the production, characteristics, and biological effects of radiation, the function, components and operation of the x-ray unit; radiation protection and monitoring; chemistry and techniques associated with x-ray film development. Introduction to anatomical landmarks, intraoral long-cone radiographic techniques for exposing bitewing, periapical and occlusal films are taught in this course. 18 hours lecture and 54 hours laboratory.
20. DEA-22 – Introduction to Supervised Externships 1.5 units
Prerequisite: DEA-10.
Limitation on enrollment: Enrollment in the Dental Assistant Program
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. The course introduces the student supervised clinical experience in chairside dental assisting. The students will be assigned to the RCC Dental Hygiene Clinic and local general practices. 4 hours lecture and 54 hours laboratory.
21. DEA-23 – Introduction to Dental Sciences 3 units
Prerequisite: None.
Limitation on enrollment: Enrollment in the Dental Assistant Program
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. The course is an overview of embryologic development of structures of the head and neck, teeth, and oral cavity; histology of the hard and soft tissues of the oral cavity; the developmental and structural defects involving the oral cavity and teeth; introduction to diseases of the oral cavity including periodontal disease and caries; and general pathology found in the head and neck region. 54 hours lecture.
22. DEA-24 – Dental Materials for the Dental Assistant 2 units
Prerequisite: None.
Limitation on enrollment: Enrollment in the Dental Assistant Program

This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. The course includes the manipulation of dental materials commonly prepared and used by the dental assistant including temporary dressings, impression materials, cement bases and liners, topical agents, composites, resins, and amalgam. 18 hours lecture and 54 hours laboratory.

23. DEA-30 – Intermediate Chairside Dental Assisting 2 units
Prerequisite: DEA-20, 23 and 24.
Limitation on enrollment: Enrollment in the Dental Assistant Program
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. The course covers clinical chairside dental assisting duties of the fabrication and cementation of a temporary crown, fabrication and delivery of bleaching splint, fabrication of a sports mouthguard, armamentarium and procedure for the placement of pit and fissure sealants. 18 hours lecture and 54 hours laboratory.
24. DEA-31 – Radiology for Dental Assistants 1.5 units
Prerequisite: DEA-20 and 21.
Limitation on enrollment: Enrollment in the Dental Assistant Program
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. This course includes the evaluation of the quality of a radiographic film, recognition of anomalies, specialized techniques for the pedodontic, endodontic and edentulous patient, principles of panoramic and cephalometric films, and digital radiography. 18 hours lecture and 36 hours laboratory.
25. DEA-32 – Intermediate Supervised Externships 1 unit
Prerequisite: DEA-20, 22, 24.
Limitation on enrollment: Enrollment in the Dental Assistant Program
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. The course provides the student with supervised clinical experience in chairside dental assisting. The student will be assigned to local general practices where they will assist dentist with basic dental procedures. 2 hours lecture and 36 hours laboratory.
26. DEA-40A – Advanced Chairside Surgical Dental Assistant 4 units
Prerequisite: DEA-30. (A minimum of two years experience in a dental surgery practice or a valid Registered Dental Assistant license from the State of California are also accepted for this prerequisite).
Limitation on enrollment: Enrollment in the Dental Assistant Program or valid California Registered Dental Assistant license
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. In addition this course meets the Dental Board of California's licensing requirements for the Registered Surgical Assistant. This course

provides specialized knowledge and skills to perform chairside dental assisting in a surgical practice. The course includes didactic, laboratory and clinical instruction on dental sciences, pharmacology, dental materials, legal and ethical considerations, infection control, emergency management, treatment planning, pain and anxiety management, oral and maxillofacial pathology, specific anatomy and physiology of the cardiovascular and circulatory system, and medically compromised patients as they relate to the surgery patient. 47 hours lecture and 99 hours laboratory.

27. DEA-40B – Advanced Chairside Orthodontic Dental Assistant 3.5 units
Prerequisite: DEA-30. (A minimum of two years experience in a dental orthodontic practice or a valid Registered Dental Assistant license from the State of California are also accepted for this prerequisite).
Limitation on enrollment: Enrollment in the Dental Assistant Program or a valid California Registered Dental Assistant license
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. In addition this course meets the Dental Board of California's licensing requirements for the Registered Orthodontic Assistant. This course provides specialized knowledge and skills to perform chairside dental assisting in an orthodontic practice. The course includes didactic, laboratory and clinical instruction on dental sciences, pharmacology, dental materials, legal and ethical considerations, infection control, emergency management, and treatment planning as they relate to the orthodontic patient. 42 hours lecture and 104 hours laboratory.
28. DEA-40C – Advanced Chairside Restorative Dental Assistant 4.5 units
Prerequisite: DEA-30. (A minimum of two years experience in a dental restorative practice or a valid Registered Dental Assistant license from the State of California are also accepted for this prerequisite).
Limitation on enrollment: Enrollment in the Dental Assistant Program or a valid California Registered Dental Assistant license
This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. In addition this course meets the Dental Board of California's licensing requirements for the Registered Restorative Assistant. This course provides specialized knowledge and skills to perform chairside dental assisting in a general or prosthodontic practice. The course includes didactic, laboratory and clinical instruction on dental sciences, pharmacology, dental materials, legal and ethical considerations, infection control, emergency management, and treatment planning as they relate to the restorative patient. 50 hours lecture and 114 hours laboratory.
29. DEA-41 – Dental Office Procedures 4 units
Prerequisite: None.
Limitation on enrollment: Enrollment in the Dental Assistant Program

This course is designed to meet the state and national accreditation requirements for an approved Dental Assistant Program. This course is an introduction to purchasing, inventory and cost control; banking and payroll procedures; billing and insurance procedures; collection of accounts; treatment plan and case presentations; and scheduling of patients. Additionally, the course will prepare the student to develop a resume and interviewing skills. 54 hours lecture and 54 hours laboratory.

30. ECO-5 – Economics of the Environment 3 units

Prerequisite: None.

Advisory: Qualification for ENG-1A.

Economics 5 searches for an economic understanding of contemporary environmental problems. Economic theory is used to explain why there is inefficient resource use and pollution. Public policy to correct environmental problems is examined critically, looking at the costs and benefits of such programs as Superfund cleanup, government regulation, and market incentives. The course also studies the effect of environmental problems and policies on wealth distribution, economic growth and international relations. 54 hours lecture.

31. ECO-6 – Introduction to Political Economy 3 units

Prerequisite: None.

Advisory: Qualification for ENG-1A.

This course will examine the historical, structural, and cultural elements in the development of international political economy. Topics covered will include the relation of politics and economics on development, globalization, national institutions, social groups and classes, and democracy. 54 hours lecture.

32. ENG-1BH – Honors Critical Thinking and Writing 4 units

Prerequisite: English 1A or 1AH.

This course develops critical thinking, reading, and writing skills through the formal study of critical thinking and literature. Composition totaling a minimum of 10,000 words serves to correlate writing with reading. Honors course offers an enriched experienced for accelerated students through limited class size, seminar format, focus on primary texts and application of higher level critical thinking skills. Students may not receive credit for both ENG-1B and ENG-1BH. Classroom activities integrate with Reading and Writing Center activities. 72 hours lecture and 18 hours laboratory. (Letter Grade Only)

33. ENG-36 – Introduction to Film Studies 3 units
(Same as HUM-36)

Prerequisite: None.

Advisory: Qualification for ENG-1A

An introduction to the formal and narrative principles of film, as well as the major critical and theoretical approaches to film studies, both historical and contemporary. Includes a

survey of film directors, genres, movements, styles and national cinemas. 54 hours lecture. (C/NC, letter grade option)

34. ENG-38 – Introduction to Screenwriting 3 units
Prerequisite: None.
Advisory: Qualification for ENG-1A
An introduction to and overview of the elements of structure, theme, plot, character, and dialogue in writing for film. Students will critically analyze professional scripts, view model examples of film writing, and work on their own screenplay. Students will have the opportunity to read and critique each others' screenplays in a workshop setting. 54 hours lecture.
35. FIT-C43 – Operations Section Chief All Risk (S-430) 1 unit
Prerequisite: FIT-C39, FIT-C40.
Limitation on enrollment: Must be associated with a fire department at the Company Officer level.
This course meets all requirements of the Firescope All Risk qualification system for the position of Operations Section Chief. Additionally, this course complies with the Wildland Fire Qualifications System set forth in 310-1 and the National Wildfire Coordinating Group. 24 hours lecture and 8 hours laboratory.
36. HUM-3 – Creativity and the Imagination 3 units
Prerequisite: None.
Advisory: Qualification for English 1A
A study of creative and imaginative expression in a variety of disciplines with a focus on literature and fine arts. The course will examine the origins and structure of creative thought, traditional and modern definitions of creativity and imagination, the role of dreams and spirituality in the creative process, and methods of developing imagination, as well as motivation, inspiration, and barriers to creativity. Includes a study of the methods used by artists, inventors, and innovators in many fields to discover what one can do to build stronger channels to his/her own inner creative resources. 54 hours lecture. (C/NC, letter grade option)
37. HUM-36 – Introduction Film Studies 3 units
(Same as ENG-36)
Prerequisite: None.
Advisory: Qualification for English 1A.
An introduction to the formal and narrative principles of film, as well as the major critical and theoretical approaches to film studies, both historical and contemporary. Includes a survey of film directors, genres, movements, styles and national cinemas. 54 hours lecture. (C/NC, letter grade option)

38. MAN-46 – Fundamentals of Manufacturing Processes I 3 units
(Same as ENE-46)
Prerequisite: None.
This course is an introductory course for manufacturing processes. This course examines the use of machining, metallurgy, die stamping/forming, casting, assembly methods, forging, inspection and other methods/processes/materials used in the manufacturing of metal components/products. Students will gain experience through lecture and lab practicum. 36 hours of lecture and 54 hours of laboratory.
39. MAN-50 – Fundamentals of Manufacturing Processes II 3 units
Prerequisite: None.
This course is an introductory course for manufacturing processes. This course examines the use of plastic injection molding, mold making, plastic materials, extrusion, casting, vacuum forming, blow molding, plastic joining processes, rotational molding, inspection and other methods/ processes used in the manufacturing of plastic components/products. Students will gain experience through lecture and lab practicum. 36 hours lecture and 54 hours laboratory.
40. MAT-65 – Arithmetic and Pre-Algebra 5 units
Prerequisite: None.
A combination course covering the decimal system of numeration and the four basic mathematical operations as they apply to whole numbers, fractions, mixed numbers, and decimals without the use of any calculating device. Integers, factoring, geometric figures, and measurements are included. Emphasis is placed on applications to real world problems. An introduction to the notion of algebra and its uses. Includes equations and polynomials. 90 hours lecture. (Non-degree credit.)
41. MAT-90A – Special Topics in Arithmetic: Whole Numbers and Introduction to Fractions 1 unit
Prerequisite: None.
A course covering the four basic mathematical operations as they apply to whole numbers with an introduction to fractions. Emphasis is placed on applications to real world problems. Computations will be performed without the use of any calculating device. 18 hours lecture. (Non-degree credit course. CR/NC only)
42. MAT-90B – Special Topics in Arithmetic: Fractions and Introduction to Decimals 1 unit
Prerequisite: MAT-90A.
A course covering the four basic mathematical operations as they apply to fractions with an introduction to decimals. Emphasis is placed on applications to real world problems. Computations will be performed without the use of any calculating device. 18 hours lecture. (Non-degree credit course. CR/NC only)

43. MAT-90C – Special Topics in Arithmetic: Decimals 1 unit
Prerequisite: MAT-90B.
A course covering the four basic mathematical operations as they apply to decimals. Emphasis is placed on applications to real world problems. Computations will be performed without the use of any calculating device. 18 hours lecture. (Non-degree credit course. CR/NC only)
44. MAT-90D – Special Topics in Pre-Algebra: Integers and an Introduction to Variables 1 unit
Prerequisite: MAT-63, 90C or qualifying placement level.
A course covering the four basic mathematical operations as they apply to integers with an introduction to variables. Emphasis is placed on applications to real world problems. Computations will be performed without the use of any calculating device. 18 hours lecture. (Non-degree credit course. CR/NC only)
45. MAT-90E – Special Topics in Pre-Algebra: Real Numbers and an Introduction to Algebra 1 unit
Prerequisite: MAT-90D.
A course covering the four basic mathematical operations as they apply to real numbers and an introduction to algebraic expressions. Emphasis is placed on applications to real world problems. 18 hours lecture. (Non-degree credit course. CR/NC only)
46. MAT-90F – Special Topics in Pre-Algebra: Algebraic Expressions and Equations 1 unit
Prerequisite: MAT-90E.
A course covering the addition, subtraction, multiplication, and factoring of polynomials as well as simplification of basic algebraic expressions. Emphasis is placed on applications to real world problems. 18 hours lecture. (Non-degree credit course. CR/NC only)
47. MUS-P12 – Intermediate Applied Piano 2 units
Prerequisite: None.
Corequisite: A two-unit ensemble or MUS-P36.
Limitation on enrollment: Audition by instructor.
Individual instruction on the piano, supervised practice, concert attendance and ensemble participation. May be taken a total of four times. 108 hours laboratory.
48. MUS-P36 – Piano Chamber Ensemble 1 unit
Prerequisite: None.
Limitation on enrollment: Audition by instructor.
Study and performance piano ensemble literature. May be taken a total of four times. 54 hours laboratory.

49. PHP-33 – Baseball Theory 3 units
Prerequisite: None.
The course covers various aspects of coaching baseball which include theory, philosophy, organization and structure of a program, individual skills, and offensive and defensive team play. 54 hours lecture.
50. PHP-38 – Stress Management 3 units
Prerequisite: None.
This course explores the nature, physiology, and psychology of stress. Students will explore perceptions, attitudes, beliefs, and lifestyle factors that may be pre-cursors to distress. Students are also exposed to a variety of coping mechanisms and techniques for stress management. The lab portion of this class provides students the opportunity to practice techniques and develop a personalized stress management program. 45 hours lecture and 27 hours laboratory.
51. PHP-A52 – Fastpitch Fundamentals, Offensive 1 unit
Prerequisite: None.
This course is designed to give any interested student the opportunity to review or learn the basic offensive skills of fastpitch. These fundamentals are both individual and team orientated with the purpose of improving to the point whereby the student is able to play varsity fastpitch. Intra-squad and inter-school games are played in order for the student to use the learned skills in competition. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill competency development within each activity area. Enrollment is limited to four times within the offensive fastpitch fundamentals activity area. 54 hours laboratory.
52. PHP-A53 – Fastpitch Fundamentals, Defensive 1 units
Prerequisite: None.
This course is designed to give any interested student the opportunity to review or learn the basic defensive skills of fastpitch. These fundamentals are both individual and team orientated with the purpose of improving to the point whereby the student is able to play varsity fastpitch. Intra-squad and inter-school games are played in order for the student to use the learned skills in competition. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill competency development within each activity area. Enrollment is limited to four times within the defensive fastpitch fundamentals activity area. 54 hours laboratory.
53. PHP-A89 – BodySculpting 1 unit
Prerequisite: None.
Students will develop muscular strength and endurance, aerobic endurance, core strength, and flexibility using a variety of hand weights, body bars, elastic bands, and exercise balls. Emphasis will be placed on safety and proper technique while training major and minor

muscle groups. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill competency development. The course may be taken four times. 54 hours laboratory.

54. POL-4H – Honors Introduction to World Politics 3 units
Prerequisite: None.
Advisory: Qualification for ENG-1A.
A study of the theories, paradigms and issues of global politics. Special attention is given to the role of the United States in the international community, the role of international organizations and international political economy. The honors course offers an enriched experience for accelerated students by means of limited class size, seminar format, student-generated and -led discussions and projects, a focus on primary texts in translation, and the applications of higher-level thinking and writing skills—analysis, synthesis and evaluation. Students may not receive credit for both POL-4 and POL-4H. 54 hours lecture.
55. REA-86 – Reading Strategies for Textbooks 1 unit
Prerequisite: None.
This course is intended for students currently enrolled in a lecture class where the curriculum and instruction depends on extensive textbook readings. Students will receive instruction on using different reading comprehension strategies designed for better understanding and retention of textbook material. 18 hours lecture. (Credit/No Credit)
56. SPA-2H – Honors Spanish 2 5 units
Prerequisite: SPA-1 or SPA-1B.
Further development of basic skills in listening, reading, speaking and writing. A continued emphasis on the acquisition of vocabulary, structures and grammatical patterns necessary for comprehension of standard spoken and written Spanish at the beginning level. This course includes an expanded discussion of Hispanic culture and daily life. 90 hours lecture and 18 hours laboratory.
57. TEL-69 – Script Supervising for Television and Film 3 units
Prerequisite: None.
Introduction to the theory and practice of script supervising for film and television production. Includes techniques of continuity, timing, script breakdown, edit logs and editing notes for feature films, television shows, commercials, shorts, infomercials and documentaries. May be taken a total of 3 times. 45 hours lecture and 27 hours of laboratory.
58. TEL-70 – Scriptwriting Software Using Final Draft 1 unit
Prerequisite: None.
Skill development in the use of scriptwriting software, Final Draft and Final Draft AV for television, film, audiovisual, and stage production. Includes introduction to the structure

and key elements of script formats used in television, film, stage, documentary and audiovisual production, May be taken a total of 2 times. 18 hours lecture.

59. TEL-71 – Sound Engineering for Audio in Media 3 units
Prerequisite: None.
Introduction to sound engineering techniques used to record and reinforce audio in television, radio, theatre, multimedia and music; emphasis on small-group lecture and demonstration with hands-on practice and experience in the use of microphones, cables, mixing boards, signal processors, computers and digital-audio software. Students work with others in theater, television, digital media and music to record and reinforce audio in a variety of settings. Subsequent enrollment will provide an opportunity for additional skills and competency within the subject area. May be taken a total of four times. 36 hours lecture and 54 hours laboratory.

Course Revision Proposals

1. AML-1 – American Sign Language 1 – description change
From: A study of the basic principles of American Sign Language through cultural appreciation and nonverbal instruction. The culture of Deaf people in North America, visual training, sign vocabulary development, receptive and expressive skills development and basic sentence patterns of American Sign Language (ASL) will be covered. The student should attain a basic vocabulary and proficiency at the sentence level of ASL Discourse. Total of 72 hours lecture and 18 hours laboratory.

To: This course concentrates on developing the basic principles and skills of American Sign Language (ASL) through cultural appreciation and nonverbal instruction. Emphasis is placed on Deaf culture and Deaf people in history, visual training, sign vocabulary acquisition, comprehension and communicative skills development, as well as basic structural and grammatical patterns of ASL discourse at the beginning level. 72 hours lecture and 18 hours laboratory.
2. AML-2 – American Sign Language 2 – description change
From: An expansion of American Sign Language 1 with emphasis on cultural enrichment, additional sign vocabulary, complex grammatical structures, the improvement of basic receptive and expressive skills and finger spelling. Nonverbal techniques. Total of 72 hours lecture and 18 hours laboratory.

To: Further development of basic ASL skills in comprehension and expression. A continued emphasis on the acquisition of ASL vocabulary, fingerspelling, structures and grammatical patterns necessary for comprehension of standard signed ASL at the beginning/intermediate level. Nonverbal techniques are employed to further enhance the

students' complex non-manual grammatical structures as well. 72 hours lecture and 18 hours laboratory.

3. AML-3 – American Sign Language 3 – description change

From: Reviews ASL grammar with special emphasis upon idiomatic constructions. Provides further development of conversational techniques focusing on expressive skills. Expanded study of Deaf culture issues. Total of 72 hours lecture and 18 hours laboratory.

To: Review of ASL grammar with special emphasis upon idiomatic constructions. Further development of conversational techniques focusing on expressive, as well as receptive skills, intermediate level vocabulary expansion. ASL structural and grammatical patterns necessary for comprehension of standard ASL at the intermediate level. This course includes an expanded discussion of Deaf culture issues and daily life. 72 hours lecture and 18 hours laboratory.

4. AML-4 – American Sign Language 4 – description change

From: Advanced study of ASL grammar through study of ASL literature. Further development and refinement of ASL skills and fluency. Accentuates aspects of deaf culture and community through spontaneously generated conversations. Emphasis on receptive skills. Semantic comparisons between ASL and spoken English. Total of 72 hours lecture and 18 hours laboratory.

To: Further development of intermediate skills toward advanced skills of ASL fluency. An expanded review of ASL vocabulary, syntactical structures and grammatical patterns necessary for comprehension of standard American Sign Language is emphasized. This course also emphasizes aspects of Deaf culture and community through spontaneously generated conversations. There is also an emphasis on watching ASL narratives of varying length at native speed as a means of enhancing advanced ASL receptive skills. 72 hours lecture and 18 hours laboratory.

5. AML-5 – Sign Language for Interpreters – description change

From: This is an advanced class in American Sign Language Discourse, intended for students currently enrolled in the Interpreter Education Program or for interpreters currently working. Special attention will be given to the linguistics of American Sign Language and to other modes of manual communication, such as Contact Sign, SEE, etc., and their place in the Deaf community. Total of 72 hours lecture and 18 hours laboratory.

To: This is an advanced course in American Sign Language discourse, intended for students currently enrolled in the Interpreter Education Program or for professional interpreters currently working in the field who display advanced ASL communicative fluency at the ASL-4 level. Special attention is given to the linguistics of American Sign Language and a review of other sign systems and manual communications, such as SEE,

Contact Language, Signed English, etc., for comparison purposed, and their place within the Deaf community. 72 hours lecture and 18 hours laboratory.

6. AML-10 – Introduction to Interpreting – description change

From: An introduction to facilitating language between deaf and hearing people. A theoretical course, focusing on the models of interpretation, text analysis and the historical overview of the profession. Total of 54 hours lecture.

To: This course is an introduction to ASL/English interpretation between Deaf and hearing people. The focus is on theoretical models of interpretation, text analysis through intralingual translation exercises, and a historical overview of the profession of ASL/English interpretation. 54 hours lecture.

7. AML-20 – Ethical and Professional Standards of Interpreting – description change

From: Critical analysis of the Code of Ethics pertaining to the Professional Standards of Behavior and Interpreting Ethics for sign language interpreters. Discussion of the pragmatic reasons for the professional conduct governing this profession. Total of 54 hours lecture.

To: This course concentrates on the professional Code of Ethics pertaining to the professional standards of behavior and ethical conduct of professional ASL/English interpreters. This is a lecture course that explores personal, as well as professional ethical behavior, for the purpose of exploring pragmatic reasons for the professional conduct governing this profession, on a macro, as well as micro, level. 54 hours of lecture.

8. AML-21 – Fingerspelling – prerequisite, description changes

From: Prerequisite: AML-1.

Advisory: AML-2; concurrent enrollment is acceptable.

This course introduces students to the American Manual Alphabet (Fingerspelling), numbering systems, spelled loan signs (lexical borrowing), common initializations, acronyms and abbreviations commonly used in Deaf culture within the context of American Sign Language. Expressive and receptive skills will be developed. Total of 54 hours lecture.

To: Prerequisite: None.

Advisory: AML-1.

This course concentrates on developing expressive and receptive fluency in the usage of the American manual alphabet, a wide variety of numbering systems, lexically borrowed signs, and acronyms within natural American Sign Language (ASL) discourse. The basic principles and skills of ASL are employed through the use of non-verbal instruction. Emphasis is placed on the fostering of fluid, proper production, as well recognition and

application of rules and common patterns related to fingerspelling, numbering, loan signs and acronyms within ASL. 54 hours lecture.

9. ARE-37 – Architectural Design I – prerequisite change
From: Prerequisite: ARE-37.
To: Prerequisite: None.

10. AUT-31 – Ford Fuel Management – course number, title, units, prerequisite, description, hours changes
From: AUT-31; Ford Fuel Management; 11 units
Prerequisite: AUT-34 or AUT-41.
Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, Mazda dealership, or approved Ford repair facility.
This course presents the theory and operation, diagnosis and analysis, testing and repair of Ford, Lincoln/Mercury, and selected Mazda vehicle ignition, fuel, air, exhaust and emission systems. Includes diagnosis of electronic engine control systems for advanced driveability. Emphasis is on the use of specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. 153 hours lecture and 135 hours laboratory.

To: AUT-73; Ford Engine Performance; 8 units
Prerequisite: AUT-71 or AUT-40.
Limitation on enrollment: Sponsorship by a Ford, Lincoln / Mercury, or Mazda dealership, This course presents the operation, diagnosis, and analysis of the ignition, exhaust, emission, fuel, air injection and the On-board computer management system, including the advanced driveability diagnosis of the electronic engine control systems. Emphasis will be placed on using specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. 108 hours lecture and 108 hours laboratory.

11. AUT-32 – Ford Gasoline Engine Concepts and Repair – course number, title, units, prerequisite, description, hours changes
From: AUT-32; Ford Gasoline Engine Concepts and Repair; 3.5 units
Prerequisite: AUT-34 or AUT-41.
Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.
This course introduces the operation and repair of Ford, Lincoln/Mercury, and selected Mazda gasoline engines including disassembly, inspection, measurement, and reassembly of gasoline engines. Emphasis will be placed on diagnosing and troubleshooting internal engine, lubrication, and cooling system concerns using Ford test equipment and methods. 45 hours lecture and 54 hours laboratory.

To: AUT-75; Ford Engine Repair; 4 units

Prerequisite: None.

This course introduces the operation and repair of gasoline engines including disassembly, inspection, measurement, and reassembly of gasoline engines. Emphasis will be placed on diagnosing and troubleshooting internal engine, lubrication, and cooling system concerns using Ford test equipment and methods. 54 hours lecture and 54 hours laboratory.

12. AUT-33 – Ford Alignment, Steering and Suspension – course number, title, prerequisite, description changes

From: AUT-33; Ford Alignment, Steering and Suspension

Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury or Mazda dealership, or approved Ford repair facility.

Theory and operation, diagnosis, analysis and repair of base and electronic steering and suspension systems of Ford, Lincoln/Mercury, and Mazda vehicles; includes four-wheel alignment service and tire balancing. Emphasis will be placed on the diagnosis of steering and suspension system performance concerns using Ford testing methods and equipment. 54 hours lecture and 54 hours laboratory.

To: AUT-76; Ford Advanced Chassis Systems

Prerequisite: AUT-71 or AUT-40.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the principles of Anti-lock brake, Ride Control, directional stability control, and electronic power steering assist systems. Emphasis will be placed on the diagnosis of advanced brake system concerns, as well as the diagnosis of advanced steering and suspension system concerns using Ford-approved and recommended testing methods and equipment. 54 hours lecture and 54 hours laboratory

13. AUT-34 – Ford Electrical and Electronics Systems – course number, units, description, hours changes

From: AUT-34; 7.5 units

This course presents fundamental through advanced operation of Ford electrical and electronic systems. Includes correct use of Ford-specific scanners, electrical and electronic system simulators, laboratory oscilloscopes, digital meters and Ford's advanced diagnostic tools. Emphasis is on the diagnosis and troubleshooting of electrical and electronic system concerns using Ford methods and tools and on the operation and service of Ford automotive electrical and electronic systems. Students will be able to apply the acquired information to the computer systems found on Ford, Lincoln/Mercury and Mazda vehicles in the diagnosis and repair of major automotive system components. 99 hours lecture and 108 hours laboratory.

To: AUT-71; 4 units

This course presents the fundamentals of electrical and electronic systems found in Ford Motor Company vehicles. Includes the use of electrical and electronic system simulators, laboratory oscilloscopes, digital meters and advanced diagnostic tools. Emphasis is on the diagnosis and troubleshooting of electrical and electronic system concerns using Ford-approved and recommended testing methods and equipment. Students will be able to apply the acquired information to the computer systems found on Ford, Lincoln/Mercury and Mazda vehicles, for the diagnosis and repair of major automotive electrical and electronic system components. 54 hours lecture and 54 hours laboratory.

14. AUT-35 – Ford Heating and Air Conditioning – course number, title, prerequisite, description changes

From: AUT-35; Ford Heating and Air Conditioning

Prerequisite: AUT-34 or AUT 41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents Ford climate control system operation and repair of base and electronic control systems; includes compressor service, refrigerant recovery and recycling. Emphasis will be placed on the diagnosis of climate control system performance concerns using Ford-approved procedures and test equipment. 54 hours lecture and 54 hours laboratory.

To: AUT-72; Ford Applied Electronics

Prerequisite: AUT-71 or AUT-40.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course examines in-depth the operation of Ford automotive computer controls as they relate to specific body electronic systems, as well as the climate control system operation and repair, both base and electronic controls systems.. Laboratory oscilloscopes, digital meters, and Ford's advanced diagnostic tools will be used throughout the course. The emphasis of the course is to apply the acquired information to the computer systems found on Ford and Lincoln/Mercury and selected Mazda vehicles and to enable the students to diagnose and repair today's computer laden vehicles. Included in this course is the diagnosis of climate control system performance concerns using Ford-approved test equipment. 54 hours of lecture and 54 hours of laboratory.

15. AUT-36 – Ford Manual Transmissions and Drive Trains – course number, title, units, prerequisite, description, hours changes

From: AUT-36; Ford Manual Transmissions and Drivetrains; 6 units

Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the function and operation of Ford, Lincoln/Mercury, and Mazda manual transmission, transaxle, transfer case, differential, and driveline operation and repair. The disassembly, inspection, measurement and reassembly of selected Ford, Lincoln/Mercury and Mazda manual transmissions, transaxles, transfer cases, clutches, all wheel drive systems, drivelines and differentials will be introduced. Diagnosis of concerns with the manual transmission, transaxle and drivetrain systems is included. 81 hours lecture and 81 hours laboratory.

To: AUT-78; Ford Manual Transmissions and Drive-Train Systems; 4 units

Prerequisite: AUT-71 or AUT-40.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the fundamentals of manual transmission, transaxle, transfer case, differential, and driveline operation, and repair. The course introduces the concepts of disassembly, inspection, measurement, and reassembly, as well as the diagnosis of concerns with transmissions, transaxles, transfer cases, clutches, all wheel drive systems, drivelines, and differentials. 54 hours lecture and 54 hours laboratory.

16. AUT-37 – Ford Automatic Transmissions and Transaxles – course number, units, prerequisite, description, units changes

From: AUT-37; 6 units

Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the function and operation of Ford, Lincoln/Mercury, and Mazda automatic transmissions and transaxles. The disassembly, inspection, measurement and reassembly of selected Ford, Lincoln/Mercury, and Mazda automatic transmissions and transaxles will be included. The diagnosis and analysis of conventional and electronically-controlled transmissions and transaxles will also be covered. 72 hours lecture and 108 hours of laboratory.

To: AUT-79; 4 units

Prerequisite: AUT-71 or AUT-40.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the operating principles of automatic transmissions and transaxles. The disassembly, inspection, measurement, and reassembly of automatic transmissions and transaxles will be performed. The diagnosis of operating concerns of conventional and electronically controlled transmissions and transaxles will also be introduced. 54 hours lecture and 54 hours of laboratory.

17. AUT-38 – Ford Automotive Brakes -- course number, title, units, prerequisite, description, hours changes

From: AUT-38; Ford Automotive Brakes; 3.5 units

Prerequisite: AUT-34 or AUT-41.

Limitation on enrollment: Sponsorship by a Ford, Lincoln/Mercury, or Mazda dealership, or approved Ford repair facility.

This course presents the principles of Ford brake system (hydraulic and electronic, with and without antilock) operation and repair. Brake system overhaul and machining operations will be covered. Emphasis will be placed on the diagnosis of brake system concerns using Ford's test method and equipment. 45 hours lecture and 54 hours laboratory.

To: AUT-74; Ford Brakes, Steering, and Suspension Systems; 4 units

Prerequisite: None.

This course presents the principles of the brake system, including hydraulic and mechanical operation and repair, as well as brake system overhaul and service operations. It also presents the fundamentals of the suspension and the steering systems operation and repair. Wheel alignment service and tire balancing will also be covered. Emphasis will be placed on the diagnosis of brake system concerns, as well as the diagnosis of steering and suspension system performance concerns using Ford testing methods and equipment. 54 hours lecture and 54 hours laboratory.

18. AUT-81 – General Motors Electrical Systems – title, units, prerequisite, description, hours changes

From: General Motors Electrical Systems; 2.5 units

Prerequisite: AUT-80. Sponsorship by a General Motor's dealership, or approved GM repair facility is required.

This course presents the fundamentals of General Motor's electrical system operation. The service of GM starters, alternators, lighting systems, and electrical accessories will be introduced. Special emphasis will be placed on diagnosing and troubleshooting electrical system concerns using GM methods and tools. Sponsorship by a GM dealership required. 36 hours lecture and 27 hours laboratory.

To: GM Electrical and Electronics Systems; 4 units

Prerequisite: None.

This course presents the fundamentals of GM's vehicles electrical and electronic systems. Includes the use of electrical and electronic system simulators, laboratory oscilloscopes, digital meters and GM's advanced diagnostic tools. Emphasis is on the diagnosis and troubleshooting of electrical and electronic system concerns using GM-approved and recommended testing methods and equipment service of GM automotive electrical and electronic systems. Students will be able to apply the acquired information to the

computer systems found on GM vehicles in the diagnosis and repair of major automotive electrical and electronic system components. 54 hours lecture and 54 hours laboratory.

19. AUT-82 – General Motors Advanced Automotive Electronics – title, units, prerequisite, description, hours changes

From: General Motors Advanced Automotive Electronics; 3.5 units

Prerequisite: AUT-81. Sponsorship by a General Motor's dealership, or approved GM repair facility is required.

This course examines in-depth, the operation of automotive computer controls systems, emphasizing the operation of the microprocessor. The emphasis of the course is to relate this information in a relative way to the computer systems found on General Motors vehicles of today, to aid the student in the diagnosis and repair of today's computer controlled vehicles. Laboratory oscilloscopes and digital meters will be used throughout the course. Sponsorship by GM dealership is required. 45 hours of lecture and 54 hours of laboratory.

To: GM Applied Electronics; 4 units

Prerequisite: AUT-81.

Limitation on enrollment: Sponsorship by a General Motors dealership or approved GM repair facility required.

This course is an in-depth study of advanced automotive computer controls as they relate to specific electronic systems on GM vehicles; also includes the, theory, operation, diagnosis and repair of base and electronic control systems of GM automotive refrigeration and heating systems. Students will utilize laboratory oscilloscopes, digital meters, and GM's advanced diagnostic tools to diagnose and repair today's computer-laden vehicles using GM-approved procedures and standards. 54 hours of lecture and 54 hours laboratory.

20. AUT-83 – General Motors Fuel Management I – title, units, prerequisite, description, hours changes

From: GM Fuel Management I; 6 units

Prerequisite: AUT-82. Sponsorship by a General Motor's dealership, or approved GM repair facility is required.

This course presents the operation, diagnosis, and analysis of GM ignition, exhaust, emission, fuel, and air systems as well as the advanced driveability diagnosis of GM electronic engine control systems. Emphasis will be placed on using specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. Sponsorship by a GM dealership required. 108 hours lecture.

To: GM Engine Performance; 8 units

Prerequisite: AUT-81.

Limitation on enrollment: Sponsorship by a General Motors dealership or approved GM repair facility required.

This course presents the operation, diagnosis, and analysis of GM ignition, exhaust, emission, fuel, air injection and the On-board computer management system advanced driveability diagnosis of GM electronic engine control systems. Emphasis will be placed on using specialized test equipment and shop manuals for the diagnosis of driveability concerns related to these systems. Sponsorship by a GM dealership required. 108 hours lecture and 108 hours laboratory.

21. AUT-85 – General Motors Gasoline and Diesel Engine Concepts and Repair – title, units, prerequisite, hours changes
From: General Motors Gasoline and Diesel Engine Concepts and Repair; 7 units
Prerequisite: AUT-80. Sponsorship by a General Motor’s dealership, or approved GM repair facility is required.
99 hours lecture and 81 hours laboratory.

To: GM Gasoline Engine and Repair; 4 units
Prerequisite: None.
Limitation on enrollment: Sponsorship by a General Motors dealership or approved GM repair facility required.
54 hours lecture and 54 hours laboratory.

22. AUT-88 – General Motors Manual Transmissions and Drive Trains – units, prerequisite, hours changes
From: 6 units
Prerequisite: AUT-80. Sponsorship by a General Motor’s dealership, or approved GM repair facility is required.
81 hours lecture and 81 hours laboratory.

To: 4 units
Prerequisite: None.
Limitation on enrollment: Sponsorship by a General Motors dealership or approved GM repair facility required.
54 hours lecture and 54 hours laboratory.

23. AUT-89 – General Motors Automatic Transmissions and Transaxles – units, prerequisite, hours changes
From: 6 units
Prerequisite: AUT-80. Sponsorship by a General Motor’s dealership, or approved GM repair facility is required.
72 hours lecture and 108 hours of laboratory.

To: 4 units
Prerequisite: AUT-81.

Limitation on enrollment: Sponsorship by a General Motors dealership or approved GM repair facility required.
54 hours lecture and 54 hours of laboratory.

24. AUT-90 – General Motors Automotive Brakes – course number, title, units, prerequisite, description, hours changes
From: AUT-90; General Motors Automotive Brakes; 3.5 units
Prerequisite: AUT-80. Sponsorship by a General Motor’s dealership, or approved GM repair facility is required.
This course presents the principles of GM brake system (hydraulic and electronic, with and without antilock) operation and repair. Brake system overhaul and machining operations will be covered. Emphasis will be placed on the diagnosis of brake system concerns using GM’s test method and equipment. Sponsorship by a GM dealership required. Total of 45 hours lecture and 54 hours laboratory.
- To: AUT-84; GM Brakes, Steering and Suspension Systems; 4 units
Prerequisite: None.
Limitation on enrollment: Sponsorship by a General Motors dealership or approved GM repair facility required.
This course presents the operation, diagnosis and repair of GM automotive brake, steering and suspension systems to include mechanical and hydraulic brake service as well as suspension and steering system service and alignment. Course covers components and operation of each system and the functional relationships between the systems in GM motor cars and light trucks. Wheel alignment service and tire balancing will also be covered. Emphasis will be placed on the diagnosis of brake system concerns, as well as the diagnosis of steering and suspension system performance concerns using GM-approved and recommended testing methods and equipment. 54 hours lecture and 54 hours laboratory.
25. AUT-90 – General Motors Automotive Brakes – course number, title, units, prerequisite, description, hours changes
From: AUT-90; General Motors Automotive Brakes; 3.5 units
Prerequisite: AUT-80. Sponsorship by a General Motor’s dealership, or approved GM repair facility is required.
This course presents the principles of GM brake system (hydraulic and electronic, with and without antilock) operation and repair. Brake system overhaul and machining operations will be covered. Emphasis will be placed on the diagnosis of brake system concerns using GM’s test method and equipment. Sponsorship by a GM dealership required. Total of 45 hours lecture and 54 hours laboratory.

To: AUT-86; GM Advanced Chassis Systems; 4 units
Prerequisite: None.

Limitation on enrollment: Sponsorship by a General Motors dealership or approved GM repair facility required.

This course presents the principles of GM Antilock brake, Ride Control, directional stability control, and electronic power steering assist systems. Emphasis will be placed on the diagnosis of advanced brake system concerns, as well as the diagnosis of advanced steering and suspension system concerns using GM-approved and recommended testing methods and equipment 54 hours lecture and 54 hours laboratory

26. BIO-8 – Principles of Ecology – description change

From: Ecology is the study of the interactions between organisms and their environment. Basic principles include evolutionary adaptations, abiotic factors such as climate, soils and vegetation, population growth and genetics, competition, predation and parasitism, community interactions, succession, species diversity, island biogeography, and in addition the major biomes found on Earth. Discussion on human impacts on the environment will also be included. 54 hours lecture and 54 hours laboratory.

To: Ecology is the study of the interactions between organisms and their environment. Basic principles include evolutionary adaptations, abiotic factors such as climate, soils and vegetation, population growth and genetics, competition, predation and parasitism, community interactions, succession, species diversity, island biogeography, and the major biomes found on Earth. Discussion on human impacts on the environment will also be included. This course requires field trips. 54 hours lecture and 54 hours laboratory.

27. CAT-93A – Introduction to Windows – course number, title, units, prerequisite, description, hours changes

From: CAT-93A; Introduction to Windows; 1.5 units

Prerequisite: None.

Advisory: Concurrent enrollment in CAT-96 or CAT-97.

Skill development in the concepts of Microsoft Windows on microcomputer-based systems. This course is designed as a practical step-by-step introduction to working with Microsoft Windows using personal computers. 27 hours lecture.

To: CAT-93; Computers for Beginners; 3 units

(Same as CIS-93)

Prerequisite: None.

This course is designed as a practical step-by-step introduction to computer literacy topics including computer hardware and software, application skills, the Internet and Internet searching, Web page creation and computer ethics. 54 hours lecture and 18 hours laboratory.

28. CAT-93B – Intermediate Windows – course number, title, units, prerequisite, description, hours changes

From: CAT-93B; Intermediate Windows; 1.5 units

Prerequisite: None.

Advisory: Concurrent enrollment in CAT-96 or CAT-97.

Continued development in the concepts of Microsoft Windows on Microcomputer-based systems. Topics will include File Manager, Accessories, Recorder and Object-Linking. 27 hours lecture.

To: CAT-93; Computers for Beginners; 3 units

(Same as CIS-93)

Prerequisite: None.

This course is designed as a practical step-by-step introduction to computer literacy topics including computer hardware and software, application skills, the Internet and Internet searching, Web page creation and computer ethics. 54 hours lecture and 18 hours laboratory.

29. CIS-17B – C++ Programming: Windows Programming Using Visual C++® and MFC – title, prerequisite, description, hours changes

From: C++ Programming: Windows Programming Using Visual C++® and MFC

Prerequisite: None.

Advisory: Previous programming experience in C++ and object-oriented programming, as well as CIS-17A and concurrent enrollment in CIS-96 or CIS-97.

This course will use the Microsoft Foundation Class (MFC) library and the Visual C++® development system to design and create custom Microsoft Windows®-based applications. The course will emphasize object-oriented methodology, essential MFC development concepts, and effective interface design. 54 hours lecture.

To: C++ Programming: Advanced Objects

Prerequisite: None.

Advisory: Previous C++ programming experience such as CIS-17A.

This is an advanced C++ programming course for students familiar with object-oriented programming and utilization of basic graphical interface techniques. An emphasis will be placed on advanced concepts associated with complex Business and Gaming applications that utilize exception handling, multithreading, multimedia, and database connectivity. 54 hours lecture and 18 hours laboratory.

30. CIS-18B – Java Programming: Advanced Objects – prerequisite, description, hours changes

From: Prerequisite: None.

Advisory: Previous Java programming experience, as well as CIS-18A and concurrent enrollment in CIS-96 or CIS-97.

An advanced Java programming course for students familiar with object-oriented programming and utilization of basic graphical interface techniques. An emphasis will be

placed on advanced concepts associated with exception handling, multithreading, multimedia, and database connectivity. Other topics include servlets, collections and Java beans. 54 hours lecture.

To: Prerequisite: None.

Advisory: Previous JAVA programming experience such as CIS-18A.

This is an advanced JAVA programming course for students familiar with object-oriented programming and utilization of basic graphical interface techniques. An emphasis will be placed on advanced concepts associated with Business, E-Commerce and Gaming applications that utilize exception handling, multithreading, multimedia, and database connectivity. 54 hours lecture and 18 hours laboratory.

31. CIS-93A – Introduction to Windows – course number, title, units, prerequisite, description, hours changes

From: CIS-93A; Introduction to Windows; 1.5 units

Prerequisite: None.

Advisory: Concurrent enrollment in CIS-96 or CIS-97.

Skill development in the concepts of Microsoft Windows on microcomputer-based systems. This course is designed as a practical step-by-step introduction to working with Microsoft Windows using personal computers. 27 hours lecture.

To: CIS-93; Computers for Beginners; 3 units

(Same as CAT-93)

Prerequisite: None.

This course is designed as a practical step-by-step introduction to computer literacy topics including computer hardware and software, application skills, the Internet and Internet searching, Web page creation and computer ethics. 54 hours lecture and 18 hours laboratory.

32. CIS-93B – Intermediate Windows – course number, title, units, prerequisite, description, hours changes

From: CIS-93B; Intermediate Windows; 1.5 units

Prerequisite: None.

Advisory: Concurrent enrollment in CIS-96 or CIS-97.

Continued development in the concepts of Microsoft Windows on Microcomputer-based systems. Topics will include File Manager, Accessories, Recorder and Object-Linking. 27 hours lecture.

To: CAT-93; Computers for Beginners; 3 units

(Same as CAT-93)

Prerequisite: None.

This course is designed as a practical step-by-step introduction to computer literacy topics including computer hardware and software, application skills, the Internet and Internet searching, Web page creation and computer ethics. 54 hours lecture and 18 hours laboratory.

33. ENE-46 – Fundamental of Manufacturing Processes I – title, description, hours changes
From: Basic Manufacturing Processes

A course in manufacturing processes that describes various types of manufacturing used by American industries to produce the broad spectrum of products used by the average consumer. This course will assist the engineering student in understanding how parts are produced in industry. 54 hours lecture.

To: Manufacturing Processes I
(Same as MAN-46)

This course is an introductory course for manufacturing processes. This course examines the use of machining, metallurgy, die stamping/forming, casting, assembly methods, forging, inspection and other methods/processes/materials used in the manufacturing of metal components/products. Students will gain experience through lecture and lab practicum. 36 hours lecture and 54 hours laboratory.

34. ENG-6 – English Literature I – title, description changes
From: English Literature I: Anglo-Saxon through Neo-Classical Periods

A survey of English literature from the eighth century AD to 1800, including a comprehensive exposure to the poetry, drama, and fiction of this era as well as a basic understanding of the cultural, intellectual, and artistic trends it embodies. 54 hours lecture. (Letter Grade/Credit No Credit Option.)

To: British Literature I: Anglo-Saxon through Eighteenth Century

A survey of British literature from the eighth century AD to 1800, including a comprehensive exposure to the poetry, drama, and fiction of this era as well as a basic understanding of the cultural, intellectual, and artistic trends it embodies. 54 hours lecture. (Letter Grade/Credit No Credit Option.)

35. ENG-7 – English Literature II – title, description changes
From: English Literature II: 1800 to the Present

A survey of English literature from 1800 to the present, including a comprehensive exposure to the poetry, drama, and fiction of this era as well as a basic understanding of the cultural, intellectual, and artistic trends it embodies. 54 hours lecture. (Letter Grade/Credit No Credit Option.)

To: British Literature II: Romanticism through Postmodernism

A survey of British literature from 1800 to the present, including a comprehensive

exposure to the poetry, drama, and fiction of this era as well as a basic understanding of the cultural, intellectual, and artistic trends it embodies. 54 hours lecture. (Letter Grade/Credit No Credit Option.)

36. ENG-14 – American Literature I: Pre-Colonial through Romantic Periods – title, description changes

From: American Literature I: Pre-Colonial through Romantic Periods

A survey of American literature from its beginning to 1860, including a comprehensive exposure to the prose, poetry and fiction of this era as well as a basic understanding of the cultural, intellectual and artistic trends it embodies. 54 hours lecture. (Credit-Non Credit/Grade option)

To: American Literature I: Pre-Contact through Civil War

A survey of American literature from the pre-contact period to the Civil War, including a comprehensive exposure to the prose, poetry and fiction of this era as well as a basic understanding of the cultural, intellectual and artistic trends it embodies. 54 hours lecture. (Credit-Non Credit/Grade option)

37. ENG-35 – Women in Literature – title, prerequisite, description changes

From: Women in Literature

Prerequisite: None. ENG-1A recommended.

A study of literature both by and about women organized around female stereotypes and archetypes. The readings in fiction, poetry, and criticism will explore psychological and sociological bases for literary images of woman as wife, mother, sex object, seductress, old maid, and free woman. 54 hours lecture.

To: Images of Women in Literature

Prerequisite: None.

Advisory: ENG-1B.

A study of images of women in literature which includes male and female authors and explores the cultural, sociological, political and economic bases for historical and contemporary literary images of women. 54 hours lecture. (C/NC, letter grade option)

38. ENG-50 – Basic English Composition – prerequisite, description changes

From: Prerequisite: Qualifying preparation score, ENG-60B, or ESL 55.

Emphasizes principles of effective written expression, including practice and development of the skills of exposition and argumentation as well as a review of the grammar, mechanics, and usage of standard American English. Classroom activities integrate with Writing and Reading Center activities. 72 hours lecture and 18 hours laboratory. (Letter Grade Only)

To: Prerequisite: ENG-60B, ESL 55 or qualifying preparation score.

Emphasizes and develops skills in critical reading and academic writing as preparation for college-level composition. Students will write a minimum of 5,000 words. Classroom instruction integrates Writing and Reading Center activities. 72 hours lecture and 18 hours laboratory. (Letter Grade Only)

39. ENG-60A – Basic Writing and Grammar – title, prerequisite, description changes

From: Basic Writing and Grammar

Prerequisite: None. Recommended for students not qualified for ENG-50A.

Intended for students who need concentrated attention in basic English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. May be taken two times for credit. 72 hours lecture and 18 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)

To: English Fundamentals: Sentence to Paragraph

Prerequisite: None.

Develops student's writing, active-reading and grammar skills to basic-level performance. Emphasis is on correct writing at the sentence and paragraph level. May be taken a total of two times. 72 hours lecture and 18 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)

40. ENG-60B – Intermediate Writing and Grammar – title, prerequisite, description changes

From: Intermediate Writing and Grammar

Prerequisite: ENG-60A.

Intended for students who need additional concentrated work in English grammar, usage, punctuation, sentence structure, spelling, and paragraph writing. May be taken a total of two times. 72 hours lecture and 18 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)

To: English Fundamentals: Paragraph to Essay

Prerequisite: ENG-60A or qualifying preparation.

Develops the student's basic-level writing, active-reading and grammar skills to intermediate-level performance. Emphasis is on correct writing at the paragraph and short-essay level. May be taken a total of two times. 72 hours lecture and 18 hours laboratory. (CR/NC Only) (Non-Degree Credit Course)

41. GIS-1 – Geographic Information Systems I – prerequisite, description, hours changes

From: Prerequisite: CIS-1 or 1A.

Advisory: High School algebra and ENG-50A recommended.

This course provides an in-depth introduction to the fundamentals of Geographic Information Systems (GIS) including the history of automated mapping. The course will

present an in-depth review of the necessary hardware and software elements used in GIS. Various applications of GIS technology used in the natural and social sciences, business and government will be presented. The course includes a hands-on component in using the hardware and software elements of GIS. Emphasized will be vector-based data structures using ArcView and an introduction to raster-based structures using ArcView Spatial Analysis Module. Specific topics will include hands-on experience in the use of map scales, coordinate systems, data sources and accuracy, data structures, working with spatial data, map features and attributes, map overlays, manipulation of data base; creating of charts and graphs; and presentation of data in map layouts. 54 hours lecture.

To: Prerequisite: None.

This course provides an in-depth introduction to the fundamentals of Geographic Information Systems (GIS) including the history of automated mapping. The course will present an in-depth review of the necessary hardware and software elements used in GIS. Various applications of GIS technology used in the natural and social sciences, business and government will be presented. The course includes a hands-on component in using the hardware and software elements of GIS. Emphasized will be vector-based data structures and an introduction to raster-based structures using current GIS technology software. Specific topics will include hands-on experience in the use of map scales, coordinate systems, data sources and accuracy, data structures, working with spatial data, map features and attributes, map overlays, manipulation of data base; creating of charts and graphs; and presentation of data in map layouts. 54 hours lecture and 18 hours laboratory.

42. GUI-45 – Introduction to College – description change

From: This course is designed as a part of the matriculation process for all first time college students planning to enroll in 12 or more units. The course includes an in-depth exploration of RCC resources and policies, an orientation to college life, student rights and responsibilities, as well as graduation and transfer requirements. As a result of class activities and exploration of factors influencing educational decisions, class members will develop a draft Student Education Plan (SEP). 18 hours lecture.

To: Guidance 45 is designed to introduce academic and occupational programs, college resources and personal factors that contribute to success as a college student. This course includes an extensive exploration of Riverside Community College resources and policies, orientation to college life, student rights and responsibilities, as well as certificates, graduation and transfer requirements. Students will prepare a Student Educational Plan (S.E.P.). As a result of class activities and exploration of factors influencing educational decisions, class members will be able to utilize the information obtained in class to contribute to their college success. 18 hours lecture.

43. GUI-95 – Practicum in Adaptive Technologies Seminar – units, description, hours changes
From: 0 units

Designed to provide small individual group/individual instruction for specialized populations needing adaptive computer technology training. The course content may include basic computer operations, introduction to adaptive technologies and their availability, evaluation of technologies needed and hands-on experience using adaptive technologies. 3 to 18 hours laboratory depending on individual student need. Special class repeatability is based on measurable progress as described in Title IV regulations.

To: .5 unit

This course is designed to provide small individual/individual instruction for specialized populations needing adaptive computer training. The course content may include basic computer operations, introduction to adaptive technologies and their availability, evaluation of technologies needed and hands-on experience using adaptive technologies. A total of 18 hours of training and laboratory practice based on individual student need. Special class repeatability is based on measurable progress as described in Title IV regulations.

44. MAT-50 – Pre-Algebra – course number, prerequisite, description changes

From: MAT-50; Prerequisite: None.

An introduction to the notion of algebra and its uses. Designed for students who need more preparation for elementary algebra. 54 hours lecture.

To: MAT-64; Prerequisite: MAT-63 (formerly MAT-51), MAT-90C, or qualifying placement level.

An introduction to the notion of algebra and its uses. Includes integers, equations, and polynomials as well as topics from arithmetic. Designed as a transition from arithmetic to elementary algebra. 54 hours lecture. (Non-degree credit.)

45. MAT-51 – Elementary Arithmetic – course number, title, units, description changes

From: MAT-51; Elementary Arithmetic; 2 units

A review course covering the decimal system of numeration and the four basic mathematical operations as they apply to whole numbers, fractions, decimals, and percents. Factoring, geometric figures, and measurements are included. Emphasis is placed on applications to everyday problems. 54 hours lecture.

To: MAT-63; Arithmetic; 3 units

A course covering the decimal system of numeration and the four basic mathematical operations as they apply to whole numbers, fractions, mixed numbers, and decimals. Factoring, percentage applications, geometric figures, and measurements are included. Emphasis is placed on applications to real world problems. Computations will be

performed without the use of any calculating device. 54 hours lecture.(Non-degree credit course.)

46. **MAT-52 – Elementary Algebra – prerequisite change**
From: Prerequisite: MAT-50, 51 or qualifying placement level.
To: Prerequisite: MAT-64 (formerly 50), 65, 90E or qualifying placement level.

47. **MUS-1 – Music Skills for Teachers – title, description changes**
From: Music Skills for Teachers
Methods for teaching music to young children for classroom teachers. Emphasis will be on music for early childhood ages 3 - 8. Musical elements and theory will be introduced through activities appropriate for children. 54 hours lecture.

To: Teaching Music to Young Children
Instruction in teaching music to young children. Emphasis will be on music for early childhood ages 3 - 8. Musical elements and theory will be introduced through activities appropriate for children. 54 hours lecture.

48. **MUS-8A – Beginning MIDI Workstation – title, description changes**
From: Beginning MIDI Workstation
An introduction to the Musical Instrument Digital Interface (MIDI) and its applications. Includes the MIDI interface, sequencing and notation, drum machines, samplers, and tape machines used to produce musical projects. 36 hours lecture and 54 hours laboratory.

To: Introduction to MIDI and Digital Audio
An introduction to the Musical Instrument Digital Interface and its applications. Includes the MIDI interface (Musical Instrument Digital Interface), sequencing and notation, drum machines, samplers, and tape machines used to produce musical projects. 36 hours lecture and 54 hours laboratory.

49. **MUS-8B – MIDI Sequencing and Orchestration – title, description changes**
From: MIDI Sequencing and Orchestration
Practical experience using the Musical Instrument Digital Interface (MIDI) and its applications with an emphasis on song writing, graphic notation and simple film scoring. Experience recording and editing digital audio and constructing stylistic demonstrations such as those used in the music and film industries. Repeating the course will provide the student with an opportunity for additional skill and competency development within the subject area. May be taken a total of three times. 36 hours lecture and 54 hours laboratory.

To: Sequencing and Orchestration with Digital Audio and MIDI
Practical experience using Digital Audio, the Musical Instrument Digital Interface (MIDI) and its applications with an emphasis on song writing, graphic notation, sampling, editing

and orchestrating. May be taken a total of three times. 36 hours lecture and 54 hours laboratory.

50. MUS-9 – MIDI Composition and Film Scoring – title, description changes
From: MIDI Composition and Film Scoring
Advanced practical experience in Musical Instrument Digital Interface (MIDI) and its applications. Emphasis will be on recording advanced projects in musical composition and film scoring. Students will use sequencing and notation applications, synthesizers, samplers, audio and video equipment. Subsequent enrollment will provide the student with an opportunity for additional skill and competency development within the subject area. May be taken a total of three times. 36 hours lecture and 54 hours laboratory.

To: Music Composition and Film Scoring with Digital Audio
Practical experience using the Musical Instrument Digital Interface (MIDI), Digital Audio and its applications. Emphasis will be on recording musically advanced compositions and scoring music for film. May be taken a total of three times. 36 hours lecture and 54 hours laboratory.

51. MUS-29 – Festival Singers – title, prerequisite, description changes
From: Festival Singers
Prerequisite: None.
Limitation on enrollment: Audition on or before the first class meeting.
A traditional concert vocal group dedicated to the study, rehearsal, and public performance of larger vocal repertoire from renaissance to contemporary. Activities include festivals, concerts, and clinics. Subsequent enrollment will provide the student an opportunity for additional skill and competency within the subject matter. May be repeated three times. 54 hours laboratory.

To: Concert Choir
Prerequisite: None.
Limitation on enrollment: Audition by instructor.
A large choir dedicated to the study, rehearsal and public performance of larger choral works from Renaissance to 20th Century. Activities include festivals, concerts and clinics. May be repeated three times. 54 hours laboratory.

52. MUS-33 – Showcase Singers – title, prerequisite, description changes
From: Showcase Singers
Prerequisite: None.
Limitation on enrollment: Previous experience in the performance of vocal music, and audition on or before the first class meeting.

A select vocal ensemble dedicated to the study and performance in jazz styles arranged for vocal jazz ensemble. Appearances at public and private functions will be made throughout the year. Opportunity for students to arrange and compose. Subsequent enrollment in additional semesters will provide the student an opportunity for additional skill and competency development within the subject matter. May be taken a total of four times. 108 hours laboratory.

To: Vocal Jazz Ensemble

Prerequisite: None.

Corequisite: Must be concurrently enrolled in MUS-29 or 69.

Limitation on enrollment: Audition by instructor.

A select vocal ensemble dedicated to the study and performance of jazz music arranged for vocal jazz ensemble. Appearances at public and private functions will be made throughout the year. Opportunity for students to arrange and compose. May be taken a total of four times. 108 hours laboratory.

53. MUS-34 – Showcase Singers Lab – title, prerequisite, description changes

From: Showcase Singers Lab

Prerequisite: Retention based on successful audition. Must be concurrent with enrollment in Showcase Singers.

Corequisite: MUS-33.

A select choral group dedicated to the study, rehearsal, and public performance of music in the commercial/jazz/show-entertainment genres. Showcase Singers lab will research the show/entertainment parameter of public performance. Subsequent enrollment in additional semesters will provide the student an opportunity for additional skill and competency development within the subject matter. May be taken a total of four times. 54 hours laboratory.

To: Vocal Jazz Lab

Prerequisite: None.

Corequisite: MUS-33 or 73.

Limitation on enrollment: Audition by instructor.

A course for select vocal students dedicated to the study, rehearsal and public performance of music in vocal jazz in smaller groups. May be taken a total of four times. 54 hours laboratory.

54. MUS-35 – Vocal Music Ensembles – prerequisite, description changes

From: Prerequisite: None. Audition by instructor.

Performance of standard music literature for small vocal ensembles. Public performance in concert or recital situations. Subsequent enrollment will provide the student an opportunity for additional competency development within the subject matter. May be taken a total of 4 times. 54 hours laboratory.

To: Prerequisite: None.

Limitation on enrollment: Audition by instructor.

A small select vocal group dedicated to the rehearsal and performance of classical and madrigal literature. Public performance in concert or recital situations will take place throughout the semester. May be taken a total of 4 times. 54 hours laboratory.

55. MUS-38 – Applied Music Training – title, prerequisite, description changes

From: Applied Music Training

Prerequisite: None.

Individual instruction in voice, keyboard, string, brass, woodwind or percussion instruments. One hour lecture-recital instruction by the college staff and one lesson per week with a private instructor arranged for by the student. Credit granted only on certification by the college staff that the student has met established requirements through successful performance examinations administered by the staff. Subsequent enrollment will provide the student an opportunity for additional skill and competency development within the subject matter. May be taken a total of four times. 54 hour laboratory.

To: Beginning Applied Music Training

Prerequisite: None.

Limitation on enrollment: Audition on or before the first class meeting.

Vocal or instrumental instruction for students who are proficient performers who could benefit from individualized instruction in preparation for a job in the music field or to prepare for performance auditions. Attendance at related concerts required. Not designed for beginning students, Beginning students are encouraged to take class piano, voice class or guitar class as an entry into the field of music performance. May be taken a total of four times. 54 hour laboratory.

56. MUS-41 – Chamber Singers – prerequisite change

From: Prerequisite: None.

Limitation on enrollment: Audition on or before the first class meeting.

To: Prerequisite: None.

Corequisite: Must be concurrently enrolled in MUS-29 or 69.

Limitation on enrollment: Audition by instructor.

57. MUS-44 – Jazz Ensemble – prerequisite, description changes

From: Prerequisite: None.

Advisory: Recommended concurrent enrollment in MUS-42.

Limitation on enrollment: Previous experience in performance of jazz literature and audition on or before the first class meeting.

Study and performance of standard jazz literature in various styles arranged for the jazz ensemble. Opportunities will be provided for students to arrange and compose for the band as well as to direct. May be taken a total of four times. 108 hours laboratory.

To: Prerequisite: None.

Advisory: Recommended concurrent enrollment in MUS-42.

Limitation on enrollment: Previous experience in performance of jazz literature and audition by instructor.

A select instrumental jazz ensemble assembled to study and perform jazz literature in various styles. May be taken a total of four times. 108 hours laboratory.

58. MUS-73 – Showcase Ensemble – title, prerequisite, description changes

From: Showcase Ensemble

Prerequisite: MUS-33.

An advanced vocal jazz ensemble dedicated to the further study and performance in jazz styles arranged for vocal jazz ensemble. Appearances at public and private functions will be made throughout the year. Subsequent enrollment in additional semesters will provide the student an opportunity for additional skill and competency development within the subject matter. May be taken a total of four times. 108 hours laboratory.

To: Vocal Jazz Singers

Prerequisite: None.

Corequisite: Must be concurrently enrolled in MUS-29, 41, 69 or 81.

Limitation on enrollment: Audition by instructor.

An advanced vocal jazz ensemble of singers dedicated to the further study and performance in jazz styles arranged for vocal jazz ensemble. Appearances at public and private functions will be made throughout the year. May be taken a total of four times. 108 hours laboratory.

59. MUS-81 – Consort Singers – prerequisite, description changes

From: Prerequisite: None.

Limitation on enrollment: Audition on or before the first class meeting.

An advanced select vocal group dedicated to the study, rehearsal and public performance of complex smaller choral repertoire from the Middle Ages to the 20th century. Activities include concerts, festivals, and radio and TV broadcasts, and concert tours. Subsequent enrollment will provide the student an opportunity for additional skill and competency development within the subject matter. May be taken a total of 4 times. 108 hours laboratory.

To: Prerequisite: None.

Corequisite: Must be concurrently enrolled in MUS-29, 33, 69 or 73.

Limitation on enrollment: Audition by instructor.

An advanced select vocal group dedicated to the study, rehearsal and public performance of complex smaller choral repertoire from the Middle Ages to the 20th century. Activities include concerts, festivals, and radio and TV broadcasts, and concert tours. May be taken a total of 4 times. 108 hours laboratory.

60. MUS-94 – Community Jazz Orchestra – units, hours, prerequisite changes

From: 1 unit; 54 hours laboratory.

Prerequisite: None.

Limitation on enrollment: Previous experience in performance literature. Audition on or before the first class meeting.

To: .5 unit; 27 hours laboratory.

Prerequisite: None.

Limitation on enrollment: Audition by instructor and previous experience in performance literature.

61. NVN-60 – Intermediate Vocational Nursing Foundations-Nursing Process/Communication – description change

From: Emphasis is on the vocational nursing roles and understanding of the five steps of the nursing process to identify clients' basic human needs which require nursing intervention. Problem solving skills are explored in relation to the nursing process. The therapeutic communication process is studied with beginning application to clients in various stages of the life cycle. Aspects of self-esteem and assertiveness are examined as important adjuncts in delivering health care. 18 hours lecture.

To: Emphasis is on the vocational nursing roles and understanding of the five steps of the nursing process to identify clients' basic human needs that require nursing intervention. Problem solving skills are explored in relation to the nursing process. The therapeutic communication process is studied in relationship to the nursing process, with beginning application to clients in various stages of the life cycle. Review of the Riverside Community College Vocation Nursing Program philosophy and conceptual framework. 18 hours lecture.

62. NXN-81 Critical Care Nursing – title, units, description, hours changes

From: Critical Care Nursing; 8 units

A critical care course designed to prepare the Registered Nurse to become a specialist in the care of patients requiring intensive and highly technical supportive care. The course focuses on critical care nursing theory and scientific principles related to the following systems: cardiovascular, pulmonary, renal and genitourinary, neurologic, gastrointestinal, endocrine and hematologic. The course also includes theory related to multiple organ dysfunction; introduction of specialized procedures and equipment; and clinical skills training. This course is offered in conjunction with partnering hospitals. A clinical

practicum is arranged with the partnering hospital agency as an adjunct to the theory course. Total of 144 hours lecture.

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

To: Introduction to Critical Care Nursing; 5 units

A critical care course designed to prepare the Registered Nurse to become a specialist in the care of patients requiring intensive and high technical supportive care. It focuses on the introduction to critical care nursing; theory and scientific principles related to the following systems: cardiovascular, pulmonary, renal and genitourinary, neurological, gastrointestinal, endocrine, hematological, and multiple organ dysfunction; specialized procedures and equipment; and clinical skills training. 90 hours lecture.

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

63. PHP-A05 – Songleading and Cheerleading – prerequisite change

From: Prerequisite: Successful audition is required. Prior cheerleading, gymnastic and/or dance experience is recommended but not required.

To: Prerequisite: None.

Limitation on enrollment: Retention on successful tryout.

64. PHP-A70 – Water Polo Techniques – prerequisite, description changes

From: Prerequisite: None. It is recommended that the student demonstrate a proficiency in swimming 200 yards without stopping.

This course is designed to serve as an opportunity for students to develop fundamental skills in the sport of water polo. This will be accomplished through a highly organized, intense program of instruction. Drills and various practice techniques will be used to develop all aspects of the game. The student will participate in an extensive physical conditioning program which will include stretching, swimming, strength building, and kicking exercises. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill and competency development within each activity area. 54 hours laboratory. Enrollment is limited to four times within the water polo activity area.

To: Prerequisite: None.

Advisory: It is recommended that the student demonstrate a proficiency in swimming 200 yards without stopping.

This course is designed to serve as an opportunity for students to develop fundamental skills in the sport of water polo. Drills and various practice techniques will be used to develop all aspects of the game. The student will participate in an extensive physical conditioning program, which will include stretching, swimming, strength building and kicking exercises. Subsequent enrollment in additional semesters will provide the student

an opportunity for added skill and competency development within the activity area. May be taken a total of 4 times. 54 hours laboratory.

65. PHP-V11A – Pep Squad, Varsity, Men and Women – prerequisite change
From: Prerequisite: Successful audition is required. Prior cheerleading and/or dance experience is recommended.
To: Prerequisite: None.
Limitation on enrollment: Retention based on successful tryout.
66. PHP-V11B – Pep Squad, Varsity, Men and Women – prerequisite change
From: Prerequisite: PHP-V11A and successful audition required.
To: Prerequisite: PHP-V11A.
Limitation on enrollment: Retention based on successful tryout.
67. POL-1 – American Politics – prerequisite change
From: Prerequisite: None.
To: Prerequisite: None.
Advisory: Qualification for ENG-1A.
68. POL-2 – Comparative Politics – prerequisite change
From: Prerequisite: None.
To: Prerequisite: None.
Advisory: Qualification for ENG-1A.
69. POL-3 – Introduction to Political Science – title, prerequisite, description changes
From: Introduction to Political Science
Prerequisite: None.
An inquiry into political action in various cultural contexts stressing a more knowledgeable citizenry while utilizing national and cross-national experiences. Total of 54 hours lecture.

To: Introduction to Politics
Prerequisite: None.
Advisory: Qualification for ENG-1A.
An introduction to the major concepts, theories, and issues common to the study of Political Science. The course will include introductions to the sub-fields of American Government, Comparative Politics, International Relations, Political Economy, and Political Theory. 54 hours lecture.
70. POL-4 – International Relations – title, prerequisite, description changes
From: Introduction to International Relations
Prerequisite: None.

A study of the background, principles, and problems of international relations. Special attention is given to the role of the United States in the international community. 54 hours lecture.

To: Introduction to World Politics

Prerequisite: None.

Advisory: Qualification for ENG-1A.

A study of the theories, paradigms and issues of global politics. Special attention is given to the role of the United States in the international community, the role of international organizations and international political economy. 54 hours lecture.

71. POL-5 – The Law and Politics – prerequisite, crosslisting, description changes

From: No crosslisting

Prerequisite: None.

The principles and problems of the constitution are examined, with emphasis on how the constitution impacts public policy. Also, the course looks at the constitutional considerations of the bureaucracy, political parties and elections. Total of 54 hours lecture.

To: (Same as ECO-5)

Prerequisite: None.

Advisory: Qualification for English 1A.

The principles and problems of the constitution are examined, with emphasis on how the constitution impacts public policy. Also, the course looks at the constitutional considerations affecting civil rights and liberties. 54 hours lecture.

72. POL-6 – Introduction to Political Economy – prerequisite, crosslisting, description changes

From: No crosslisting

Prerequisite: None.

This course will examine the historical, structural, and cultural elements in the development of inter-national political economy. Emphasis will be placed on economic concepts in the study of international political behavior and the political concepts influencing the choices of economic policies. Total of 54 hours lecture.

To: (Same as ECO-6)

Prerequisite: None.

Advisory: Qualification for ENG-1A.

This course will examine the historical, structural, and cultural elements in the development of international political economy. Topics covered will include the relation of politics and economics on development, globalization, national institutions, social groups and classes, and democracy. 54 hours lecture.

73. POL-7ABCD – Current Global Issues – title, prerequisite, description changes
From: Current Global Issues
Prerequisite: None. Sections maybe taken in any sequence.
Current global issues is designed to provide students the opportunity to examine major global issues which are not fully covered in the regular department curriculum. Topics selected are defined as current critical issues facing our globe and will vary with each course offering. Each issue will be covered in detail, as will potential solutions to each issue and the international bodies involved in attempting resolution. Total of 54 hours lecture.
- To: Current Political Issues
Prerequisite: None. Sections maybe taken in any sequence.
Advisory: Qualification for ENG-1A.
Current political issues is designed to provide students the opportunity to examine major national and global issues which are not fully covered in the regular department curriculum. Topics selected are defined as current critical issues facing our nation and globe and will vary with each course offering. Each issue will be covered in detail, as will potential solutions to each issue and the political bodies involved in attempting resolution. 54 hours lecture.
74. POL-8 – Introduction to Public Administration and Policy Development – prerequisite, description changes
From: Prerequisite: None.
This course is designed as an introduction to the processes of policy formation and implementation. Public administration, decision making in the public bureaucracy, and administrative tasks are discussed. In addition to the politics of administrative organizations, personnel management, budget administration, public relations, and Government service as a career are discussed. Practicing public administrators will be featured as guest speakers. Total of 54 hours lecture.
- To: Prerequisite: None.
Advisory: Qualification for English 1A.
This course is designed as an introduction to the processes of policy formation and implementation. Public administration, decision making in the public bureaucracy, and administrative tasks are discussed. In addition to the politics of administrative organizations, personnel management, budget administration, public relations, and Government service as a career are discussed. Practicing public administrators will be featured as guest speakers. 54 hours lecture.
75. POL-10ABCD – International Organizations – prerequisite, description changes
From: Prerequisite: None.

The course will examine the development and impact of International Organizations. Particular emphasis will be placed upon an understanding of the United Nations. The concept of diplomacy will be examined through lecture and simulation. Students will prepare for participation in the Model United Nations of the Far West. Participation in the Model United Nations is voluntary. Subsequent enrollment in sections BCD will provide the student an opportunity for additional skill and competency development within the subject matter. Total of 54 hours lecture.

To: Prerequisite: None.

Advisory: Qualification for English 1A.

The course will examine the development and impact of International Organizations. Particular emphasis will be placed upon an understanding of the United Nations. Students will prepare for participation in Model United Nations Conferences, which are voluntary. Subsequent enrollment in sections BCD will provide the student an opportunity for additional skill and competency development within the subject matter. 54 hours lecture.

76. POL-11 – Political Theory – prerequisite, description changes

From: Prerequisite: None.

The course will examine the historical perspectives of political thinkers from Plato to the present. Perennial questions and central concepts such as liberty, equality, power, authority and justice will be explored. An introduction to the tools of political analysis will be covered. 54 hours lecture.

To: Prerequisite: None.

Advisory: Qualification for ENG-1A.

This course will examine the major contributions of political thinkers from Socrates to the present. Political concepts such as democracy, the rule of law, justice, natural rights, sovereignty, citizenship, power, the state, revolution, liberty, reason, materialism, toleration, and the place of religion in society and politics are traced from their origins, through their development and changing patterns, to show how they influence political thinking and institutions today. 54 hours lecture.

77. POL-12 – State and Local Government – title, prerequisite, description changes

From: State and Local Government

Prerequisite: None.

The goal of this course is to acquaint students with the history and theories of American state and local politics. This course will examine the history of states and local politics in America since the beginning of the nation. Current political issues such as urban development, fiscal policies, inequality and racial politics, state and local political leaders and bureaucrats, and quality of life issues will also be discussed. The course will also explore current state and local political theories to explain how state and local politics operates in the present and may operate in the future. Total of 54 hours lecture.

To: State and Local Politics

Prerequisite: None.

Advisory: Qualification for ENG-1A.

The goal of this course is to acquaint students with the history and theories of American state and local politics. This course will examine the history of state and local politics in the U.S., with emphasis on California politics. Current political issues such as urban development, fiscal policies, race, gender and class politics, state and local political leaders, civil rights and civil liberties will be discussed. 54 hours lecture.

78. POL-13 – American Foreign Policy – prerequisite change

From: Prerequisite: None.

To: Prerequisite: None.

Advisory: Qualification for ENG-1A.

79. POL-14 – Internship in Political Science – prerequisite change

From: Prerequisite: None.

To: Prerequisite: None.

Qualification for ENG-1A.

80. TEL-42 – Media Writing – title, description changes

From: Media Writing

The theory and practice of writing for electronic media. Introduces techniques of narrative and documentary copy writing, characteristics of media writing, elements of style, tone and content, forms of scripts for news, commercials and public service announcements. May be taken a total of three times. 45 hours lecture and 27 hours laboratory

To: Writing for Broadcast Television and Radio

The theory and practice of short-form writing for broadcast television and radio. Introduces techniques of narrative and documentary copy writing, characteristics of media writing, elements of style, tone and content, forms of scripts for news, commercials and public service announcements. May be taken a total of 3 times. 45 hours lecture and 27 hours laboratory.

81. TEL-66 – Advanced Digital Editing Concepts – hours change

From: 45 hours lecture and 27 hours laboratory.

To: 36 hours lecture and 54 hours laboratory

82. WKX-200 – Work Experience – prerequisite, description changes

From: Prerequisite: None.

Limitation on Enrollment: Students must be enrolled in at least 7 units of instruction including the Work Experience class units.

This course is designed to coordinate the student's occupational on-the-job training with related classroom instruction. Students may earn up to four (4) units each semester for four (4) semesters or a maximum of 16 units of work experience. No more than 20 hours per week may be applied toward the work requirement. 18 hours lecture. Additionally, 60 hours of volunteer work or 75 hours of paid work is required for each unit.

WKX-200 is an enrolling course for General Work Experience and Occupational Work Experience courses. Students enrolling in WKX-200 are administratively moved to the appropriate general or occupational work experience course after the first class meeting. Determination of the appropriate work experience course is made by the instructor, with input from the student, based upon several factors, including the number of hours worked during the semester, occupational program requirements, and type of work the student is engaged in.

To: Prerequisite: None.

Limitation on enrollment: Limited to students who are enrolled in at least 7 credit units of instruction including the Work Experience class units.

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to four (4) units each semester for four (4) semesters or a maximum of 16 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit. WKX 200 is an enrolling course for General Work Experience and Occupational Work Experience courses. Students enrolling in WKX 200 are administratively moved to the appropriate general or occupational work experience course after the first class meeting. Determination of the appropriate work experience course is made by the instructor, with input from the student, based upon several factors, including the number of hours worked during the semester, occupational program requirements, and type of work in which the student is engaged. May be taken a total of four times. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

Updated Non-Credit Course

1. COS-801 – Cosmetology Concepts 0 units

Prerequisite: COS-60A.

This is a class designed to facilitate day and evening students that still have hours to complete after COS-60E has been completed or, for evening students, the 9 week summer session. All related cosmetology subjects required by the Board of Barbering and Cosmetology will be practiced. Not all students are required to finish since this is a class designed to help day students complete their hours, and evening students complete hours

and operations in the summer. Students will receive an operation for each application performed as it will be required at state board. Students can take up to 100 hours of lecture and up to 230 hours of laboratory

Proposed Course Deletions

1. AML-1A – American Sign Language 1A
2. AML-1B – American Sign Language 1B
3. AML-24 – Creative Spelling
4. AML-60 – Sign Language Interpreter: Internship
5. ANT-20 – Introduction to the Primates
6. ENG-42 – The Literature of the East

New Certificate Patterns

1. Locally-approved certificate – Esthetician, see Attachment A.
2. State-approved degree/certificate – Dental Assistant, see Attachment B.

Revised Certificate Patterns

1. Locally-approved certificate – Computer-Aided Production Technology, see Attachment C.
2. Locally approved certificate – Office/Clerk Typist, see Attachment D.
3. Locally approved certificate – Secretary, see Attachment D.
4. Locally approved certificate – Web Master, see Attachment D.
5. State-approved degree/certificate – Computer Applications and Office Technology, see Attachment E.
6. State-approved degree – Automotive Technology-Ford Specialty, see Attachment F.
7. State-approved degree – Automotive Technology GM ASEP, see Attachment G.
8. State-approved degree/certificate – Exercise, Sport and Wellness, see Attachments H.
9. State-approved degree/certificate – Telecommunications-Television Production Specialist, see Attachment I.

ATTACHMENT A

ESTHETICIAN**Certificate Program**

<u>Required Courses (17 units)</u>		<u>Units</u>
COS-62A	Level I Esthetician Concepts	8.5
COS-62B	Level II Esthetician Concepts	8.5

Completion of esthetician courses (each with a grade of "C" or better) entitles the student to the Esthetician certificate and eligibility for the State Board of Barbering and Cosmetology licensing exam.

Transfer students possessing eligible esthetician hours of applied effort will be placed in the appropriate section with the approval of the department chair.

ATTACHMENT B

DENTAL ASSISTANT**Certificate Program****Required Courses (42 units)** **Units**Summer:

DEA-10	Introduction to Dental Assisting and Chairside Assisting	4
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Fall:

DEA-20	Infection Control for Dental Assistants	2
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DEA-21	Introduction to Radiology for Dental Assistants	2
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DEA-22	Introduction to Supervised Externships	1.5
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DEA-23	Introduction to Dental Sciences	3
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DEA-24	Dental Materials for the Dental Assistant	2
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MAT-50	Or Higher+	3
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ENG-50	Or Higher+	4
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Winter:

DEA-30	Intermediate Chairside Dental Assisting	2
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DEA-31	Radiology for Dental Assistants	1.5
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DEA-32	Intermediate Supervised Externships	1
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Spring:

DEA-40A	Advanced Chairside Surgical Dental Assistant*	4
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DEA-40B	Advanced Chairside Orthodontic Dental Assistant*	3.5
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DEA-40C	Advanced Chairside Restorative Dental Assistant*	4.5
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DEA-41	Dental Office Procedures	4
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+ These courses may be taken prior to entrance into the Dental Assistant Program or the equivalent can be met through testing.

* Students must take a minimum of DEA-40C and either DEA-40A or DEA-40B to complete the certificate program.

Associate in Science Degree

The Associate in Science Degree in Dental Assisting will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT C

COMPUTER-AIDED PRODUCTION TECHNOLOGY

Certificate Program

<u>Required Courses (16-17 units)</u>		<u>Units</u>
ENE/MAN-46	Manufacturing Processes I	3
ENE-51	Blueprint Reading	2
ENE-60	Math for Engineering Technology	3
MAN-54	Manufacturing Measurement	2
MAN/MAC-56	CNC Machine Set-up and Operation	3
Electives	(Choose from list below)	3-4

Electives

MAN-52	Fundamentals of Computer-Aided Manufacturing	4
MAN/MAC-57	CNC Program Writing	3

ATTACHMENT D

OFFICE CLERK/TYPIST

Certificate Program

Required Courses (16 units)		Units
CAT-1A	Business Etiquette	1
CAT-30	Business English	3
CAT-51	Document Formatting	3
CAT/ACC-55	Applied Accounting/Bookkeeping	3
CAT-61	Professional Office Procedures	3
CAT/CIS-93	Computers for Beginners	3

SECRETARY

Certificate Program

Required Courses (15 units)		Units
CAT/CIS-3	Computer Applications for Working Professionals	3
CAT-40	Administrative Office Management	3
CAT-62	Records Management	3
CAT/CIS-80	Word Processing: Microsoft Word for Windows	3
or		
CAT/CIS-84	Word Processing: WordPerfect for Windows	3
CAT/CIS-90	Microsoft Outlook	3

WEB MASTER

Certificate Program

Required Courses (13.5 units)		Units
CIS-14A	Web Programming: JavaScript	3
CIS/CAT-72A	Introduction to Web Page Creation	1.5
CIS/CAT-72B	Intermediate Web Page Creation using Cascading Style Sheets (CSS)	1.5
CIS/CAT-76A	Website Creation using Microsoft FrontPage	3
or		
CIS/CAT-76B	Introduction to DreamWeaver	3
Electives	(Choose from list below)	4.5

Electives (4.5 units)		Units
CIS-12	PHP Dynamic Web Site Programming	3
CIS-14B	Web Programming: Active Server Pages	3
CIS/CAT-54A	Introduction to Flash	3
CIS/CAT-56A	Designing Web Graphics	3
CIS-72C	Introduction to XML	1.5

ATTACHMENT E

COMPUTER APPLICATIONS AND OFFICE TECHNOLOGY

Certificate Program

<u>Required Courses (33 units)</u>		<u>Units</u>
CIS/CAT-3	Computer Applications for Working Professionals	3
CAT-30	Business English	3
CAT-31	Business Communications	3
CAT-51	Document Formatting	3
CAT-61	Professional Office Procedures	3
CAT-62	Records Management	3
CAT/ACC-55	Applied Accounting/Bookkeeping	3
CIS/CAT-80*	Word Processing: Microsoft Word for Windows	3
or		
CIS/CAT-84*	Word Processing: WordPerfect for Windows	3
CIS/CAT-93	Computers for Beginners	3
Electives	(Choose from list below)	6

Electives (6 units)

CAT/CIS-34B	Intermediate Microsoft Word for Windows	1.5
CAT-36A	Legal Office Procedures I	3
CAT-36B	Legal Office Procedures II	3
CAT-37	Legal Terminology and Transcription	3
CAT-38	Legal Word Processing and Forms Production	3
CAT/CIS-60	Introduction to Microsoft Access on the IBM PC	1.5
CAT/CIS-65	Introduction to PowerPoint for the IBM PC	1.5
CAT-70	Notetaking	3
CAT/CIS-72A	Introduction to Web Page Creation	1.5
CAT/CIS-77	Beginning Desktop Publishing using Pagemaker	3
CAT/CIS-78A	Introduction to Adobe PhotoShop on the IBM PC	3
CAT/CIS-79	Introduction to Adobe Illustrator on the IBM PC	3
CAT/CIS-80*	Word Processing: Microsoft Word for Windows	3
CAT/CIS-84*	Word Processing: WordPerfect for Windows	3
CAT-88	Internships in Computer Applications and Office Technology	3
CAT/CIS-90	Microsoft Outlook	3
CIS-95A	Introduction to the Internet	1.5
CIS/CAT-98B	Advanced Excel	1.5

* If CIS/CAT-80 is used as a required course then CIS/CAT-84 may be used as an elective.

* If CIS/CAT-84 is used as a required course then CIS/CAT-80 may be used as an elective.

Associate in Science Degree

The Associate in Science Degree in Computer Applications and Office Technology will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT F

AUTOMOTIVE TECHNOLOGY-FORD SPECIALTY

Associate Degree Program

Required Courses (44 units)		Units
AUT-71	Ford Electrical and Electronics Systems	4
AUT-72	Ford Applied Electronics	4
AUT-73	Ford Engine Performance	8
AUT-74	Ford Brakes, Steering and Suspension Systems	4
AUT-75	Ford Engine Repair	4
AUT-76	Ford Advanced Chassis Systems	4
AUT-78	Ford Manual Transmissions and Drive-Train Systems	4
AUT-79	Ford Automatic Transmissions and Transaxles	4
AUT-99	Automotive Technology Internship (must be taken four times)	2-2-2-2

Plus completion of the graduation requirements as described in the catalog.

The Ford ASSET program is a two-year college program leading to an Associate of Science Degree in Automotive Technology-Ford Specialty. The program is a joint effort of Riverside Community College, Ford Motor Company, and area Ford, Lincoln-Mercury and Mazda dealers. Students will participate in 9 to 12 weeks of classroom instruction, alternated with an additional 9 weeks of full-time paid work experience at a sponsoring Ford, Lincoln-Mercury or Mazda dealership. The system allows students to become familiar with the dealership environment, while applying and reinforcing the on-campus learning.

ATTACHMENT G

AUTOMOTIVE TECHNOLOGY-GENERAL MOTORS SPECIALTY

Associate Degree Program

Required Courses (44 units)		Units
AUT-81	GM Electrical and Electronics Systems	4
AUT-82	GM Applied Electronics	4
AUT-83	GM Engine Performance	8
AUT-84	GM Brakes, Steering and Suspension Systems	4
AUT-85	GM Gasoline Engine and Repair	4
AUT-86	GM Advanced Chassis Systems	4
AUT-88	GM Manual Transmissions and Drive Trains	4
AUT-89	GM Automatic Transmissions and Transaxles	4
AUT-99	Automotive Technology Internship (must be taken four times)	2-2-2-2

Plus completion of the graduation requirements as described in the catalog.

The GM ASEP program is a two-year college program leading to an Associate of Science Degree in Automotive Technology-GM Specialty. The program is a joint effort of Riverside Community College, General Motors Corporation and area GM dealers. Students will participate in 9 weeks of classroom instruction, alternated with an additional 9 weeks of full-time paid work experience at a sponsoring GM dealership. The system allows students to become familiar with the dealership environment, while applying and reinforcing the on-campus learning.

ATTACHMENT H

EXERCISE, SPORT, AND WELLNESS

Certificate Program

Major Core Requirements:

<u>Required Courses (21 units)</u>		<u>Units</u>
PHP-4	Nutrition	3
PHP-10	Introduction to Physical Education	3
PHP-12	Sport Psychology	3
PHP-14	Athletic and Fitness Organization and Administration	3
PHP-16	Introduction to Athletic Training	3
PHP-30	First Aid and CPR	3
PHP-35	Foundations for Fitness and Wellness	3
In addition, choose and complete courses from one Emphasis below		3-16

FITNESS PROFESSIONS EMPHASIS (Total of 24 units)

Core requirements 21

Take one of the following:

PHP-42	Lifeguard and Water Safety Instructor Certification	3
PHP-43	Personal Training	3
PHP-45	Group Fitness Instructor	3

ATHLETIC TRAINING EMPHASIS (Total of 37 units)

Core requirements 21

Take all of the following:

PHP-17	Athletic Training, Fall Sports, Beginning	2
PHP-18	Athletic Training, Spring Sports, Beginning	2
PHP-19	Athletic Training, Fall Sports, Advanced	2
PHP-20	Athletic Training, Spring Sports, Advanced	2
PHP-21	Athletic Training Applications (Must take four times)	8

COACHING EMPHASIS (Total of 30 units)

Core requirements 21

PHP-24	Sports Officiating, Fall Sports	3
or		
PHP-25	Sports Officiating, Spring Sports	3
Elective from Group 1 Electives		3
Elective from Group 2 Electives		1
Elective from Group 3 Electives		1
Elective from Group 4 Electives		1

Group 1 Electives (3 units)

PHP-26	Foundations of Coaching	3
PHP-27	Football Theory	3
PHP-28	Basketball Theory	3
PHP-29	Soccer Theory	3
PHP-33	Baseball Theory	3
PHP-42	Lifeguard/Water Safety Instructor Certification	3

Group 2 Electives - Individual Activity Courses (1 unit)

PHP-A11	Tennis, Beginning	1
PHP-A12	Tennis, Intermediate	1
PHP-A13	Tennis Advanced	1
PHP-A20	Golf, Beginning	1
PHP-A21	Golf, Intermediate	1
PHP-A28	Swimming, Basic Skills and Aquatic Exercise	1
PHP-A29	Swimming, Intermediate Skills	1
PHP-A30	Swimming, Advanced Skills and Conditioning	1
PHP-A33	Track and Field: Running Event Techniques	1
PHP-A34	Track and Field: Field Event Techniques	1

Group 3 Electives - Team Activity Courses (1 unit)

PHP-A50	Baseball Fundamentals, Defensive	1
PHP-A51	Baseball Fundamentals, Offensive	1
PAP-A52	Fast Pitch Fundamentals, Offensive	1
PHP-A53	Fast Pitch Fundamentals, Defensive	1
PHP-A54	Fast Pitch Softball	1
PHP-A57	Basketball	1
PHP-A60	Football Fundamentals, Defensive	1
PHP-A61	Football Fundamentals, Offensive	1
PHP-A62	Flag Football	1
PHP-A64	Soccer	1
PHP-A67	Volleyball, Beginning	1
PHP-A68	Volleyball, Intermediate	1
PHP-A69	Volleyball, Advanced	1

Group 4 Electives - Fitness Activity Courses (1 unit)

PHP-A31	Water Aerobics and Deep Water Exercise	1
PHP-A74	Hiking and Backpacking	1
PHP-A75	Walking for Fitness	1
PHP-A77	Jogging for Fitness	1
PHP-A78	Long Distance Running	1
PHP-A80	Triathlon Techniques	1
PHP-A81	Physical Fitness	1
PHP-A86	Step Aerobics	1
PHP-A87	Step Aerobics, Intermediate	1
PHP-A88	Step Aerobics, Advanced	1
PHP-A90	Weight Training	1
PHP-A92	Weight Training, Advanced	1

Associate in Science Degree

The Associate in Science Degree in Physical Education will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate degree.

ATTACHMENT I

TELEVISION PRODUCTION SPECIALIST

Certificate Program

<u>Required Courses (29 units)</u>		<u>Units</u>
TEL-41	Introduction to Telecommunications	3
TEL-42	Writing for Broadcast Television and Radio	3
TEL-43	Television Studio and Equipment	3
TEL-44	Introduction to Television Production	3.5
JOU/TEL-45	Television News Production	3.5
TEL-51	Telecommunications Laboratory	1
TEL-38	Television Production Project	3
or		
TEL-53	Telecommunications Lab	3
Electives	(Choose from list below)	9

Electives (9 units)

TEL/MUS-11	Sound Recording and Reinforcement Techniques	3
TEL-12	History of American Film	3
TEL-46	Editing for Television	3
TEL-52	Telecommunications Laboratory	2
TEL-60	Overview of Digital Media	3
TEL-63	Multimedia Sound Design Techniques	3
TEL-64	Digital Editing Principles and Techniques	3
TEL-65	The Director's Art in Filmmaking	3
TEL-66	Advanced Digital Editing	3
TEL-69	Script Supervising for Film and Television	3
TEL-70	Scriptwriting Software using Final Draft	1
TEL-71	Sound Engineering for Audio in Media	3
ART-22	Basic Design	3
ART-23	Design and Color	3
ART-36	Computer Art	3
GRT-68	3D Animation with Maya	3
GRT-69	Motion Graphics and Compositing with After Effects	3
GRT-71	Adobe PhotoShop for Publishing	3
GRT-78A	Multimedia Construction using Macromedia Director	3
GRT-78B	Multimedia Construction using Lingo	3
JOU-1	Introduction to Journalism	3
JOU-7	Mass Communications	3
MUS-8A	Introduction to MIDI and Digital Audio	3
PHO-8	Introduction to Photography	3
THE-5	Theater Practicum	3

Associate in Science Degree

The Associate in Arts Degree in Television Production Specialist will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-a

Date: February 21, 2006

Subject: Affiliation Agreement with Mountain View Child Care Inc. dba Totally Kids®
Specialty Healthcare

Background: Presented for the Board's review and consideration is a proposed affiliation agreement between Riverside Community College District and Mountain View Child Care Inc. dba Totally Kids® Specialty Healthcare to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term of this agreement begins February 1, 2006 and automatically renews each year. Funding source: No cost to the District.

This affiliation agreement has been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor of Instruction, and Virginia McKee Leone, Interim Dean of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the affiliation agreement, from February 1, 2006 with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 1 day of February, 2006, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the Totally Kids® Specialty Healthcare, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus, Trivalent Polio and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean/Director of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S personal malpractice and liability insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement

may be terminated by either party at any time without cause giving (90) ninety days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College
4800 Magnolia Avenue
Riverside, California 92506-1299

CLINICAL FACILITY

Totally Kids® Specialty Healthcare
1720 Mountain Avenue
Riverside, CA 92354-1727

or to such other address(es) as the Parties may hereafter designate.

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse
Title: Vice Chancellor, Administration & Finance
Date:

MOUNTAIN VIEW CHILD CARE INC.
DBA:TOTALLY KIDS® SPECIALTY HEALTHCARE

By: _____

Name:

Title: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-b

Date: February 21, 2006

Subject: Amendment to Agreement with Valley Health System, dba Moreno Valley Community Hospital, Hemet Valley Medical Center & Menifee Valley Medical Center

Background: Presented for the Board's review and consideration is a proposed amendment to the agreement between Riverside Community College District and Valley Health System to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term of this amendment begins February 19, 2006 through February 18, 2007, and thereafter shall have automatic annual renewals. This amendment will also add two additional facilities to the current agreement. Funding source: No cost to the District.

This amendment has been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor of Instruction, and Virginia McKee Leone, Interim Dean of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the amendment, from February 19, 2006 to February 18, 2007 with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

Amendment to Agreement
for Educational Clinical Affiliation

Valley Health System, a California local health care district, owner and operator of Moreno Valley Community Hospital, hereinafter referred to as "Hospital" and the undersigned educational facility, hereinafter referred to as "College", agree as follows:

1. Relationship of Parties. The parties agree that the provisions of that certain Agreement between them, dated February 19, 2002, executed April 18, 2002, and Amended April 18, 2004, shall continue in effect except as amended as follows. A copy of this Amendment shall be attached to the original Agreement and incorporated therein by this reference.
2. Amendment. The parties agree to amend the Agreement as follows:
 - A. Amend Paragraph 30 to extend the term of the Agreement for a period of one (1) year from February 19, 2006, through February 18, 2007. Thereafter, this Agreement shall be automatically renewed for subsequent one (1) year terms.
 - B. Amend the Agreement to add Hemet Valley Medical Center, an acute care hospital located at 1117 E. Devonshire Avenue, Hemet, California 92543, and Menifee Valley Medical Center, an acute care hospital located at 28400 McCall Blvd., Sun City, California 92586.
3. Effective. This Amendment is effective as of February 19, 2006.
4. Construction. In the event of any conflict or inconsistency between the provisions of this Amendment and the original Agreement, the provisions of this Amendment shall control.

Executed at Hemet, California.

VALLEY HEALTH SYSTEM

Date: _____

By: _____

James W. Maki
Chief Executive Officer

Riverside Community College District

Date: _____

By: _____

Dr. James Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-c

Date: February 21, 2006

Subject: Agreement with Catholic Healthcare West

Background: Presented for the Board's review and consideration is a renewal of an affiliation agreement between Riverside Community College District and Catholic Healthcare West dba St. Bernardine Medical Center to provide a site for clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The agreement will be in effect for two (2) years commencing March 1, 2006, and may be renewed by mutual written agreement of both parties. Funding source: No cost to the District.

This agreement was reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor, Instruction, and Virginia McKee Leone, Interim Dean of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for a two (2) year term commencing March 1, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation (“CHW”) doing business as St. Bernardine Medical Center (“Hospital”) and Riverside Community College District (“Entity”).

RECITALS

- A. CHW owns and operates acute care hospitals and ancillary facilities, including Hospital.
- B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, (“Program”) and such Program requires field experience in acute care hospital facilities and clinical facilities (Facilities’).
- C. Hospital maintains Facilities that are appropriate for furnishing such experience.
- D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity’s Program (“Students”) to use Hospital’s clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I

General Information

1. The program is an educational Program of Entity and not Hospital’s program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital’s rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will be accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A, which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

ARTICLE II

Non-Discrimination

2. Neither Entity nor Hospital shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE III

Responsibilities of Entity

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or in a form or format acceptable to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital plus at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program, who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health threat. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity ensures all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and their complying with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

- 3.9 Entity shall notify all Program Students that they are required to:
- 3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;
 - 3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;
 - 3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;
 - 3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;
 - 3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;
 - 3.9.6 Maintain the confidentiality of patient information; and
 - 3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.
- 3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.
- 3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.
- 3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and that Entity, nor any Student, employee, agent, or other Entity personnel performing services hereunder appears on said list

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has conducted a criminal background check to include as a minimum, a state and county criminal history investigation and a state sex offender search where the Student resides and where the Hospital is located. Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E. Entity shall provide Hospital with an executed original of the Criminal Background Verification, attached hereto as Exhibit F, prior to any Student's participation in the Program.

ARTICLE IV

Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The person at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V

Independent Contractors

5. The parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among the Entity, Entity Coordinator, Hospital, and/or Students, but rather as an agreement by and between independent contractors. Hospital shall not assume any liability under any employment or workers' compensation law based on Students performing services, receiving education or traveling pursuant to this Agreement.

ARTICLE VI

Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicles and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. In the event that professional liability policy is a claims made policy, Student shall purchase a

“tail” policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said “tail” policy shall have policy limits in an amount not less than the primary professional liability policy.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care, Hospital shall assume no responsibility for providing or paying for Student’s medical care.

6.4 Entity shall procure and maintain Workers Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Catholic Healthcare West Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE V11

Indemnification

7. Entity hereby agrees to defend, indemnify and hold harmless CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, agents or its employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Entity’s obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII

Term of Agreement

8. This Agreement is for a term of two (2) years commencing on March 1, 2006. and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

ARTICLE IX

Compliance with Laws and Standards of Conduct

9.1 Entity and Students shall comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. Entity further represents and warrants that Entity and Students shall comply with the Joint Commission on Accreditation for Healthcare Organizations ("JCAHO") standards that apply to Hospital.

9.2 Entity shall comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall

immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.4 HIPAA Compliance.

a. Entity and Students may receive or acquire from Hospital “protected health information” (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively “HIPPA”). Entity agrees that all PHI acquired as a result of Students’ training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students’ training at Hospital.

b. At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students’ essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

c. If Entity becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure.

d. Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by School.

e. The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Catholic Healthcare West Standards of Conduct (the “Standards of Conduct”), a copy of which is available from Hospital’s administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

ARTICLE X

Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI

Ethical and Religious Directives

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to the Ethical and Religious Directives for Catholic Health Facilities as promulgated from time to time by the National Conference of Catholic Bishops and as adopted by the Local Ordinary, as well as the policies and procedures established by Catholic Healthcare West and its Sponsoring Congregations (collectively, the “Ethical Directives”) a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Ethical Directives conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII

General Provisions

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12-2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the state of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify, in writing to the other in the manner provided herein.

If directed to Hospital:

St. Bernardine Medical Center
2101 North Waterman Avenue
San Bernardino, CA 92404
Att: President

Copy to:

Catholic Healthcare West
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101-4842
Att: VP, Associate General Counsel

If directed to Entity:

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92056
Att: Angie Fawson

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural.

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12-9 Waiver of Breach. The waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO EDUCATIONAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

Catholic Healthcare West,
a California nonprofit public benefit
corporation doing business as
St. Bernardine Medical Center

Date: _____, 2006

By: _____

Its: _____

ENTITY:

Riverside Community College District

Date: _____, 2006

By: _____

Its: _____

EXHIBIT A

1. Program Specialty: Licensed Vocational Nursing; Associate Degree Nursing
2. Length of Field Training:
3. Maximum Number of Students at Any One Time:
4. Educational Objectives Set by Entity: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name:

EXHIBIT B

Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate
Company:

Health Certifications (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- (e) Evidence of current (within the past ten years) tetanus toxoid.

Check here if the student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.

EXHIBIT C

Student Confidentiality Statement

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies and conversations between or among any healthcare professionals in any way associated with Hospital, its patients and my activities while a Student at Hospital, are considered privileged and should be treated with utmost confidentiality.

If it is determined that a breach of confidentiality has occurred as a result of my actions, I recognize that I may be liable for damages that result from such a breach and that I shall no longer be allowed to participate in Program at Hospital.

Signed: _____

Date: _____

EXHIBIT D

Ethical and Religious Directives

See attached.

EXHIBIT E

Joint Commission on Accreditation of Healthcare Organizations Requirement

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92056

In 2004 the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”) implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. As per our contract with you, it will be the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on the attached document acknowledges your knowledge of and compliance to this new standard under the responsibilities defined in the contract with you. Please sign and date the attached form and return with the signed Agreement by _____ to:

Name : _____
Address : _____
: _____

Thank you,

Name : _____
Title : _____
Date : _____

EXHIBIT E-1

Background Screening Scoring Guidelines

Definitions

- **Non-Conviction:** Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - **Passing:** Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - **Failing:** Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - **Provisional:** Any active or pending case.
- **Passing Disposition:** Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- **Failing Disposition:** Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld) that has not led to the case being dismissed.
- **Healthcare Related Misdemeanor:** Any Misdemeanor crime, including but not limited to the following categories:

Theft	Assault and/or Battery	Contributing to Delinquency
Embezzlement	Simple Assault	Any child-related sexual activity
Forgery	Domestic Violence	Any nonconsensual sexual activity with child or adult
Fraud	Resisting Arrest	Sale and/or possession of a controlled substance
Misuse of Credit Card	Obstructing Officer	Public Intoxication/drunkenness
Unauthorized Use	Evade Officer/Lawful Arrest	Elder abuse/neglect
Shoplifting	Weapons Charges	Arson
Receiving Stolen Property	Stalking	
Unemployment or Worker's Compensation Fraud	Menacing	
Worthless Check	Child Abuse/Neglect	
	Child Endangerment	

Pass

Score all candidates as “Pass” for the following conditions:

- Any Misdemeanor or Felony offense with a disposition date older than 7 years, with the exception of any Misdemeanor or Felony violent crimes, nonconsensual sexual crimes and crimes against children with a Failing Disposition.
- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any Misdemeanor Marijuana offense over two years old in the state of California.
- Any misdemeanor (or lower) traffic violations.

MUST ADVISE HOSPITAL AND REQUEST CONSIDERATION PURSUANT TO THE FOLLOWING SCORES:

Provisional

Score all candidates as “Provisional” for the following conditions:

- Any Healthcare Related Misdemeanor or Felony case that is currently active or pending.
- Any SSN Trace where SSN was reported used in Death Benefits Claim.
- Any outstanding warrants.
- Any other finding determined to be significant enough for further review.

Fail

Score all candidates as “Fail” for the following conditions:

- Any cases with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last seven (7) years.

Any Healthcare Related Misdemeanor crime with a Failing Disposition within the last seven (7) years (except in California, exclude misdemeanor marijuana convictions more than two (2) years old).

Any Controlled Substance Offence with a Failing Disposition within the last seven (7) years (except in California, exclude misdemeanor marijuana convictions more than two (2) years old).

EXHIBIT F

Criminal Background Verification

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92056

As an authorized agent and representative of the above Entity. I acknowledge the Entity's responsibility for completion of the criminal background check of all Students prior to their presence on your premises. Additionally, I understand that the Entity's responsibility is pursuant to the terms of the agreement and under compliance with JCAHO Standards and State and Federal Regulations, and Entity agrees to comply with this new standard for all new Students participating in the Program beginning the date of the attached letter from Hospital.

Signature _____
Printed Name _____
Title _____

Date _____

RI9VERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-a

Date: February 21, 2006

Subject: Agreement with Jim Book

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Jim Book for lighting design services for the Performance Riverside production of Smokey Joe's Cafe. This agreement is for \$3,000.00. The term of this agreement is from February 22, 2006 through March 31, 2006. Funding source: General Fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the provider is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from February 22, 2006 through March 31, 2006, for an amount not to exceed \$3,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
JIM BOOK

THIS AGREEMENT is made and entered into on this 22nd day of February 2006, by and between Jim Book, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide lighting designer services for Performance Riverside's production of Smokey Joe's Cafe.
2. The services outlined in Paragraph 1 will be provided in the Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from February 22, 2006, through March 31, 2006.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$3,000.00 payable on March 31, 2006 after receipt of invoice for services provided.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Jim Book

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-b

Date: February 21, 2006

Subject: Agreement with Skagit Valley College

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Skagit Valley College. Performance Riverside will lease theatrical furnishings and equipment to Skagit Valley College for their production of *How to Succeed in Business Without Really Trying*. This agreement is for \$4,000.00. The term of this agreement is January 27, 2006 through April 1, 2006. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from January 27, 2006 through April 1, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

Rental ID: 134

LEASE OF THEATRICAL FURNISHINGS & EQUIPMENT

Riverside Community College District
4800 Magnolia Avenue, Riverside, CA 92506
951-222-8399 Office 951-222-8940 Fax

Attn: Brian Sibley
Skagit Valley College
2405 East College Way
Mount Vernon, WA 98273

LEASE OF THEATRICAL
FURNISHINGS AND EQUIPMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called RCCD, on behalf of its Performance Riverside, leases to Skagit Valley College

1. Description. The Property leased hereby is set forth in Exhibit "A", attached hereto and by this reference made a part of this lease.
2. Use. The Property leased hereby shall be used exclusively for the purpose of staging a production entitled "How to Succeed in Business Without Really Trying" to be presented at Mc Intyre Hall, 2405 East College Way, Mount Vernon, WA 98273.
3. Term. The term of this lease shall start January 27, 2006 or the date of shipment to Lessee as set forth in Paragraph 4 below, whichever occurs first, and shall terminate April 1, 2006.
4. Shipment. Lessee, at its expense shall cause the Property to be shipped by truck no less than 53' in size, on or about January 27, 2006 to the following location:

Same as Above

Lessee at its expense shall cause the Property to be returned to RCCD not later than the termination date as set forth in Paragraph 3 above.

5. Rent. Lessee shall pay the sum of \$4,000.00 as the total rent for the Property "as is" leased hereby, payable, as follows:
 - (a) Refundable Damage Deposit in the amount of \$500.00 (*returned 45 days after FINAL set rental is returned, separate check please*).
 - (b) \$4,000.00 due upon execution of this lease by the parties hereto.
6. Care, Custody and Safekeeping. During the term of this lease, including without limitation, the shipments to and from and the use contemplated hereunder, Lessee shall be solely responsible for the care, custody and safekeeping of the Property leased hereby, and in the event of any damages or loss to the Property of whatever kind or nature (ordinary wear and tear excepted), Lessee shall reimburse RCCD on the basis of the replacement value, as set forth in Exhibit "A" upon a billing and accounting therefore by RCCD to Lessee.

7. Termination. RCCD shall have the right to terminate this lease forthwith in the event Lessee fails to perform any of its duties or obligations hereunder.
8. Nonassignability. Lessee cannot assign any of its rights, duties or obligations hereunder to any person or entity without the written consent of RCCD being first obtained. This includes the ability to subcontract all or a portion of its rights, duties and obligations hereunder. RCCD reserves the absolute discretion to grant such consent.
9. Insurance. Lessee shall during the period of use contemplated hereunder:
 - (a) Procure and maintain comprehensive general liability insurance coverage that shall protect Lessee from claims for damages for personal injury, including without limitation, accidental and wrongful death, as well as from claims for property damage, which may arise from Lessee's use of the Property or the performance of the obligations hereunder, whether such use or performance by Lessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for a combined single limit of not less than \$40,000.00 per occurrence.
 - (b) Cause its insurance carrier to furnish RCCD by direct mail with a Certificate of Insurance prior to the commencement date of this lease showing that such insurance is in full force and effect, and the RCCD is named as an additional insured with respect to this lease and the obligations of Lessee hereunder.
10. Hold Harmless.
 - (a) Lessee shall indemnify and hold RCCD, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractor, for property damage, bodily injury, or death (Lessee's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from its use and responsibilities in connection therewith of the Property, and Lessee shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractors, in any legal action based upon such alleged acts or omission. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and

all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- (b) The specified insurance limits required in Paragraph 9 above shall in no way limit or circumscribe Lessee's obligations to indemnify and hold RCCD free and harmless herein.
11. Waiver of Performance. No waiver by RCCD at any time of any of the terms and conditions herein shall be deemed or construed as a waiver at any time thereafter of the same of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.
12. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or right provided by this lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. Attorney's Fees. In the event of any litigation or arbitrations between RCCD and Lessee to enforce any of the provisions of this lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including without limitation, reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.
14. Severability. The invalidity of any provisions in this lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
15. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:
- | | |
|--------------------------------------|------------------------|
| RCCD: | Lessee: |
| Dr. James L. Buysse, Vice Chancellor | Andy Friedlander |
| Administration and Finance | Skagit Valley College |
| Riverside Community College District | 2405 East College Way |
| 4800 Magnolia Avenue | Mount Vernon, WA 98273 |
| Riverside, CA 92506 | |
16. Paragraph Headings. The paragraph headings herein are for the convenience of the parties hereto only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of language of this lease.

17. Agent for Service of Process. It is expressly understood and agreed that in the event Lessee is not a resident of the State of California or it is an association of partnership without a member or resident of the State of California or it is a foreign corporation, then in any event, Lessee shall file with RCCD, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business address, as its agent for the purpose of service of process in any court action arising out of or based upon this lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so service, submits to the jurisdiction of the court so obtained as waives any and all objections and protests thereto.
18. Entire Lease. This lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This lease may be changed or modified only upon the written consent of the parties hereto.
19. Payment.

Check should be made payable to:
Performance Riverside
4800 Magnolia Avenue
Riverside, CA 92506-1299

20. Program Credit. Lessee is responsible to include in all performance programs the following statement: *Original Scenic design by John Patrick for Performance Riverside.*

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____ By: X _____
James L. Buysse, Vice Chancellor
Administration and Finance

Skagit Valley College

Dated: _____ By: X _____
Andy Friedlander
Dept. Chair of Theatre Arts Dept.

Replacement Value of Theatrical Furnishing and Equipment

Quantity	Description	Unit Price	Extended Price
1	Prop Package	\$1,200.00	\$1,200.00
1	SL Periaktoi	\$6,000.00	\$6,000.00
1	SR Periaktoi	\$6,000.00	\$6,000.00
9	Secretary Chairs	\$50.00	\$450.00
9	Secretary Desks	\$50.00	\$450.00
1	SR Slider	\$1,500.00	\$1,500.00
1	SL Slider	\$1,500.00	\$1,500.00
1	Mailroom/Advertising Header	\$1,000.00	\$1,000.00
1	Advertising Wall	\$1,500.00	\$1,500.00
1	Biggley's Office	\$1,250.00	\$1,250.00
1	Biggley's Desk	\$850.00	\$850.00
1	Outer Office (trifold flat)	\$1,000.00	\$1,000.00
2	Men's Room Stall	\$600.00	\$1,200.00
1	TV Drop (soft good)	\$2,000.00	\$2,000.00
1	Treasure Chest	\$450.00	\$450.00
1	SR Pallet (Gatch's Office)	\$750.00	\$750.00
1	SL Pallet (Finch's Office)	\$750.00	\$750.00
4	Window Wall Panel	\$300.00	\$1,200.00
9	Washstands	\$200.00	\$1,800.00
1	Boardroom Desk Wagon	\$700.00	\$700.00
1	Revolving Door	\$1,500.00	\$1,500.00
1	SR Peri Escape	\$700.00	\$700.00
1	SL Peri Escape	\$700.00	\$700.00
1	Elevator Wall	\$1,700.00	\$1,700.00
2	Elevator Interior Flats	\$250.00	\$500.00
1	Roof Ground Row	\$1,800.00	\$1,800.00
1	Set-Advertising Wagons	\$600.00	\$600.00
		Total	\$39,050.00

Exhibit "B"

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-a

Date: February 21, 2006

Subject: Agreement with Foundation for California Community Colleges

Background: Attached for the Board's review and consideration is a grant agreement with the Foundation for California Community Colleges (FCCC), an intermediary for the Early College High School Initiative funded by the Bill and Melinda Gates Foundation. With this agreement, the FCCC awards \$80,857.00 to the Moreno Valley Campus to establish, in collaboration with Nuvview Union School District, the Nuvview Bridge Early College High School. The term of the agreement is July 1, 2005 through June 30, 2006. Funding source: Bill and Melinda Gates Early College High School Initiative Grant.

The agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the grant agreement, for the period from July 1, 2005 through July 1, 2006, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dr. Lisa Conyers
Dean of Instruction

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
Early College High School Initiative
Funded by the Bill & Melinda Gates Foundation
GRANT AGREEMENT
Terms and Conditions

This GRANT AGREEMENT (“Agreement”) is made fully effective upon execution by the Foundation for California Community Colleges (“Foundation”) and the Riverside Community College District, Moreno Valley Campus (“Grantee”) and parties as referenced in page 5 of this document. The Attachment to this Agreement is included and incorporated in whole and together represent the total agreement of the parties.

Attachment A: Year One (2005-2006 Academic Year) Grant Budget

Grant Purpose

The Grant shall be used to develop and implement the Nuvview Bridge Early College High School (NBECHS) as detailed in planning documents submitted by the Grantee to the Foundation. The design of the Nuvview Bridge Early College High School will conform to the attributes of an Early College High School as published in the national initiative’s Early College High School Core Principles (<http://www.earlycolleges.org/Library.html#CorePrinciples>).

General Requirements

1. Grant funds shall be expended only for the items and amounts identified in Attachment A and in support of the activities and goals as described in the planning documents. Grant funds may not be used for indirect or overhead expenses.

In addition, the Grantee must:

- A. Make satisfactory progress, as solely determined by Foundation, toward fulfilling the NBECHS objectives and design.
- B. Operate in accordance with the Early College High School Core Principles.
- C. Submit an operating Memorandum of Understanding (MOU) outlining the terms of the partnership for developing and supporting an Early College High School. The MOU must be approved by the governing boards of the grantee and all parties referenced in page 5 of this document.
- D. Be financially self-sufficient (i.e., operate fully on an ongoing basis without funding from the Foundation) at the conclusion of the grant period.
- E. Make satisfactory progress toward an enrollment of 400 students.
- F. Enable students entering as beginning ninth graders to earn within five years a high school diploma and:
 - an AA degree and/or
 - two years of college credit toward a baccalaureate and skills for a family-supporting job and/or
 - two years of college credit toward a baccalaureate and eligibility to transfer to a four-year college or university.
- G. Participate in at least 90% of the following activities:

- Monthly Principal/Director Leadership Development Conference Calls
 - Monthly Grantee Support Conference Calls
- H. Attend the Foundation for California Community Colleges' Early College High School Initiative Leadership Institute.

2. Any Grant funds not spent per Attachment A shall be carried forward to the next grant year. If the grant is terminated, any grant funds not spent shall be returned to the Foundation.

3. Separate and complete financial records and supporting documentation including, but not limited to bills, invoices, and receipts shall be maintained for all Grant funds through June 30, 2012. If requested by the Foundation, these records and documents shall be made available for auditing purposes.

4. When requested by the Foundation, the Grantee shall:

- Provide progress reports and evaluation data, which may include, but not limited to, student demographic data, achievement/performance scores, and samples of student work.
- Participate in interviews, assist in observations, conduct surveys, and conduct other evaluation activities as specified by the Foundation.

5. Grantee must provide within 15-business days written notice to the Foundation if there is a change in key personnel involved in the development and/or implementation of the NBECHS.

6. All modifications to this Grant Agreement, Grant Proposal, Addendums, or Budget may be changed by mutual written agreement by the Foundation and Grantee and parties as referenced in pages 5 of this document.

Grant Amount:

\$ 80,857 for Year One (2005-2006 Academic Year).

Term of Grant

The term of this Grant will be retroactive to July 1, 2005 and will begin upon the Foundation for California Community Colleges' receipt of a copy of this Grant Agreement signed by all parties listed on page 5 and will extend through June 30, 2006. This period shall be identified as Year One of the Grant.

Year One Reporting and Disbursement of Funds Calendar

Item	Date Due
First Grant Payment \$ 18,572	Enclosed with grant agreement
Second Grant Payment \$ 21,856	Within 30 days of FCCC receipt of fully executed Agreement
Interim Report	March 1, 2006
Third Grant Payment \$ 40,429	April 15, 2006
Year One Final Report	June 30, 2006
Year Two Grant Agreement Issued	September, 2006

The Foundation shall provide the Grantee a report template for Interim and Final Reports.

The Foundation may, at its sole discretion, cancel or postpone any or all payments if the Grantee fails to satisfactorily fulfill the terms and conditions of this Grant Agreement.

Grant Renewal

Subject to the Foundation's sole determination that the Grantee has satisfactorily fulfilled the terms and conditions of this Grant Agreement and each subsequent Grant Agreement, the Grantee shall be eligible for the succeeding annual grant renewals.

It is contemplated by the parties that there will be a total of four separate grant agreements with a total grant allocation of \$ 390,000 for Year One through Year Four.

Year 1: July 1, 2005 – June, 30, 2006

Year 2: July 1, 2006 – June, 30, 2007

Year 3: July 1, 2007 – June, 30, 2008

Year 4: July 1, 2008 – June, 30, 2009

Each annual renewal will be subject to a separate grant agreement that may differ in terms, conditions, annual goals, evaluation methods, and funds awarded.

College Fees

The Nuview Bridge Early College High School students will not pay, or be asked to pay, college registration, enrollment, or instructional materials fees (including the purchase of books for courses), regardless of their ability to do so on an ongoing basis.

Publicity

The Foundation reserves the right to announce this grant publicly in a manner and at a time of its choosing. Grantee agrees to adhere to the following three (3) conditions for any and all press activities related to NBECHS:

- (1) With the prior written or email approval by the Foundation, the Grantee may issue a press release announcing the grant.
- (2) Future press releases naming, mentioning, or otherwise related to the NBECHS must be sent to the Foundation at time of release, but do not require approval from the Foundation prior to release.
- (3) All grant-related printed and electronic materials including, but not limited to, books, posters, brochures, flyers, web pages, and press releases must indicate:

The Nuview Bridge Early College High School is supported by a grant from the Foundation for California Community Colleges' Early College High School Initiative which is funded by the Bill & Melinda Gates Foundation in partnership with the Carnegie Corporation of New York, Ford Foundation, and W. K. Kellogg Foundation.

Termination of Grant

The Foundation for California Community Colleges reserves the right to terminate this Grant Agreement if:

- The Foundation for California Community Colleges' funding for this Grant Agreement is withdrawn or reduced, or
- If, for any cause, the Grantee shall fail to fulfill in a timely and proper manner the terms and conditions of this Grant Agreement.

Hold Harmless Agreement

The Grantee assumes responsibility for any grievance or liability claim that may be brought against the Grantee for the NBECHS developed and implemented with Grant funds. In the event of such a claim, the Foundation for California Community Colleges and the Bill & Melinda Gates Foundation and their employees, agents, and officers shall be defended by Grantee's Counsel and held harmless and remain free of liability. The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.

Authorized Contact

The following Riverside Community College or Riverside Community College District employee is authorized to submit to the Foundation:

- Responses to questions concerning this Grant Agreement, Grant Proposal, and Addendums.
- Requests for modifications to this Grant Agreement, Grant Proposal, or Budget.

Name:	Dr. Lisa Conyers
Position/Title:	Dean of Instruction
Organization:	RCCD, Moreno Valley Campus
Telephone:	(951) 571-6162
Fax:	(951) 571-6194
Email:	Lisa.Conyers@rcc.edu

For the Riverside Community College:

Signature: _____ Date: _____

Name: _____

Chancellor
Riverside Community College

Approved by the Riverside Community College District Board of Trustees at their meeting on:

Signature: _____ Date: _____

Name: _____

Clerk of the Riverside Community College District Board of Trustees

For the Nuevo Union School District:

Signature: _____ Date: _____

Name: _____

Superintendent
Nuevo Union School District

Approved by the Nuevo Union School District Board of Trustees at their Meeting on:

Signature: _____ Date: _____

Name: _____

Clerk of Nuevo Union School District Board of Trustees

For the Foundation for California Community Colleges:

Signature: _____ Date: _____

Jeff Thompson
Vice President, Learning Programs

Signature: _____ Date: _____

Randy Fong
Vice President, Finance

Please return one copy of pages 1-5 of this Grant Agreement with original signatures to:

Jeff Tschudi
Assistant Director, Early College High School Initiative
Foundation for California Community Colleges
3478 Buskirk Avenue, Suite 333
Pleasant Hill, CA 94523
Email: jtschudi@foundationccc.org
Phone: 925-287-0275
Fax: 925-287-0358

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-a

Date: February 21, 2006

Subject: Agreement with County of Riverside

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the County of Riverside, on behalf of the Riverside County Sheriff's Department. The Riverside County Sheriff's Department agrees to release one deputy to serve as assistant continuity officer for the Basic Peace Officer Training Academy in the Public Safety Education and Training Program at Ben Clark Training Center. The rate charged by the County shall be established and approved annually by the County Board of Supervisors in the form of an hourly rate for a sheriff's deputy plus other work-related expenses as deemed appropriate by the District. The term of the agreement will be from January 1, 2006 through June 30, 2007. Funding source: General Fund.

This agreement has been reviewed by Bill Vincent, Dean, Public Safety and Training, Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from January 1, 2006 through June 30, 2007, for an hourly rate plus work-related expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Bill Vincent
Dean, Public Safety Education and Training

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter "District," and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

The term of this agreement shall be from January 1, 2006 through June 30, 2007.

2. SCOPE OF SERVICE

County agrees to release one Sheriff's Department Deputy to serve as Assistant Continuity Officer for the Basic Peace Officer Training Academy in the Public Safety Education and Training program at Riverside Community College. The Assistant Continuity Officer shall meet minimum State qualifications to teach vocational Administration of Justice courses; serve as an assistant to the Continuity Officer for the Basic Peace Officer Academy on a temporary basis to accommodate academy students in classes over 75; establishes and maintains close liaison between student officers and participating agencies; creates and evaluates scenarios, conducts inspections, reviews student report memorandums and assist with physical training, defensive tactics, and emergency vehicle operations instructional supervision. It is understood that this position will be committed to District on a full-time basis (40 hours per week.)

3. PAYMENT AND COMPENSATION

3.1 District shall reimburse County the full cost of rendering services pursuant to this Agreement. Such cost shall be established and approved annually by the County Board of Supervisors in the form of an hourly rate for a Sheriff's Deputy, and a mileage rate for any costs incurred through the use of County vehicles. Payment for services will be rendered upon receipt of an invoice by District from County on a monthly basis.

3.2 It is mutually agreed that District will compensate the Assistant Continuity Officer directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of District as deemed appropriate by District for the term of this Agreement.

4. COUNTY EMPLOYEE

The assigned County employee shall remain employee of County on special assignment to Riverside Community College for the purposes set forth in this Agreement, and shall not be considered an employee of District.

5. AGREEMENT ADMINISTRATION

The Sheriff shall administer this Agreement on behalf of the County of Riverside. The District's Dean of Public Safety Education and Training shall administer this Agreement on behalf of the District.

6. VACATION AND HOLIDAY TIME

6.1 Vacation time that has been approved by the Sheriff or his designee may be taken with reasonable notice to the Dean, Public Safety Education and Training, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

6.2 Because District and County holidays may not correspond, holiday time off will be taken in accordance with the District calendar. If County holidays exceed District holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Dean, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

7. REVIEW AND SUPERVISION

The Sheriff (or his designee) shall supervise the Assistant Continuity Officer. Said supervision will be coordinated with the District's Dean, Public Safety Education and Training.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by District. District shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of District, its officers, agents employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and district shall defend at its expense, including attorney fees, County, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

8.2 Indemnification by County. County shall indemnify and hold District, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on District by the provisions of California Government Code 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, District, its officers, agents, employees and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

9. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

10. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

IN WITNESS WHEREOF, the duly authorized representative of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____

Dr. James Buysse
Vice Chancellor, Administration and Finance

ATTEST:

Name:

Title:

By: _____

COUNTY OF RIVERSIDE

By: _____

ATTEST:

Name:

Title:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6-a

Date: February 21, 2006

Subject: Agreement with Reille Consulting Group, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Reille Consulting Group, Inc. to identify training needs in the Inland Empire covering computer information systems, technical and soft skills. The term of the agreement is for February 22, 2006 to June 30, 2006 for an amount not to exceed \$5,800.00. Funding source: VTEA 1-C.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the provider is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of February 22, 2006 to June 30, 2006, for an amount not to exceed \$5,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction



AGREEMENT BETWEEN
REILLE CONSULTING GROUP, INC.
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 22nd day of February 2006 by and between REILLE CONSULTING GROUP, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. Identify training needs of the Inland Empire in the area of computer information systems, including technical and soft skills.
2. Provide assistance with questionnaire development.
3. Set-up online survey.
4. Contact businesses and obtain a minimum of 100 respondents.
5. Analyze data.
6. Write report including recommendation for curriculum.
7. If requested, provide database (including e-mail addresses).
8. Services to be performed between February 22, 2006 and June 30, 2006.
9. Payment in consideration of this agreement shall not exceed \$5,800.00.
10. Consultant shall hold harmless, indemnify and defend the District against any liability including responsible attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, error or omissions of the District, its employees, or agents.
11. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

This agreement has been read and agreed upon by the following officers or representatives of both organizations.

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

REILLE CONSULTING GROUP, INC.

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-a

Date: February 21, 2006

Subject: Agreement with the National Student Clearinghouse

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and National Student Clearinghouse to provide access to the Student Tracker services. These services will allow the District to monitor the attendance of RCCD students at other institutions of higher education throughout the nation. The term of the agreement is February 22, 2006 through February 22, 2007. The cost for this service is \$1,484.00. Funding source: General Fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the provider is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from February 22, 2006 through February 22, 2007, for an amount not to exceed \$1,484.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: David Torres
Director, Institutional Research



National Student Clearinghouse
StudentTracker Agreement
For Postsecondary Educational Institutions

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, National Student Clearinghouse, a not-for-profit corporation organized under the laws of Virginia (“Clearinghouse”) and the undersigned educational institution or entity representing one or more educational institutions (“Institutional Requestor”) agree as follows:

1. The Clearinghouse provides a central repository for student enrollment data for postsecondary educational institutions that have appointed the Clearinghouse as their agent for purposes of reporting the enrollment status of their students under the Federal student loan programs in accordance with the basic School Participation Agreement. Postsecondary educational institutions that have entered into the basic School Participation Agreement with the Clearinghouse are eligible to enter into this StudentTracker Agreement ("Agreement") as "Institutional Requestors."
2. The Institutional Requestor may submit lists of its current or former students, or applicants for admission who did not enroll and attend as students, (“StudentTracker Request Files”) in order to obtain data on the enrollment of these individuals at other postsecondary institutions prior to, concurrently with, or subsequent to the individual's enrollment or application with the Institutional Requestor. The Institutional Requestor agrees that it will submit its StudentTracker Request Files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. Alternatively, the Institutional Requestor may query StudentTracker on-line for these purposes following procedures reasonably required by the Clearinghouse.
3. The Clearinghouse will promptly compare an StudentTracker Request File with its enrollment database and provide the Institutional Requestor with data on the enrollment of students in other postsecondary institutions. In consideration of the services provided by the Clearinghouse under this Agreement, Institutional Requestor agrees to pay the Clearinghouse a fee in accordance with the Clearinghouse’s published Schedule of Fees for Schools. The Clearinghouse agrees to provide the Institutional Requestor with ninety (90) days prior written or electronic notice of any increase in the fee for this service. The Institutional Requestor agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse.
4. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of StudentTracker and provides for the release of only unblocked directory information unless FERPA authorizes release without consent. The Institutional Requestor is solely responsible for its compliance with FERPA,

and the Clearinghouse is not liable for any errors or omissions by the Institutional Requestor in using StudentTracker that may give rise to FERPA violations. Both the Clearinghouse and the Institutional Requestor agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information maintained by the Clearinghouse.

5. If applicable, the Institutional Requestor agrees to use a separate Clearinghouse Secure Web Service Agreement to obtain a user name and password for each individual who wishes to obtain access to the Clearinghouse's secure web site under the auspices or on behalf of the Institutional Requestor ("authorized personnel").
 - a. The Institutional Requestor agrees to take reasonable steps to ensure that authorized personnel do not share their user names and passwords with other individuals or entities. The Institutional Requestor agrees further to contact the Clearinghouse immediately to cancel the user names and passwords assigned to personnel who are no longer authorized to obtain access to the Clearinghouse's secure web site.
 - b. The Institutional Requestor agrees to designate appropriate access types for authorized personnel in accordance with their official and actual institutional responsibilities and to ensure that they use the Clearinghouse's secure web site only for the purposes specified by the access type selected for use.
 - c. The Institutional Requestor understands and agrees that the Clearinghouse monitors the use of its secure web site to help ensure that authorized personnel use access types solely for their specified purposes. The Institutional Requestor agrees further that the Clearinghouse may send a copy of any completed Secure Web Service Agreement to the primary contact designated in this Agreement and/or the signatory to its basic School Participation Agreement.
6. If the Institutional Requestor represents one or more educational institutions ("Affiliates"), all representations, conditions and terms outlined in this Agreement apply to each Affiliate. The Institutional Requestor agrees to submit a listing of Affiliates, if any, attached to this Agreement upon execution and return of the Agreement to the Clearinghouse.
7. The Institutional Requestor and each of its Affiliates, if any, agree to maintain their status as "Clearinghouse Participants in Good Standing" by meeting each of the following requirements as a condition of their eligibility to use EnrollmentSearch:
 - a. Execution of a revised (1999) basic School Participation Agreement, including Attachment I;
 - b. Programming data block indicators ("DBIs") for all current data submissions and submission of historical DBIs for all students for whom the Institutional Requestor submitted enrollment data to the Clearinghouse prior to programming DBIs for current data submissions; and

- c. Remaining in active status for purposes of data submissions under the basic School Participation Agreement.

8.. If the Institutional Requestor ceases to be a Clearinghouse Participant in Good Standing, this Agreement is suspended until its good standing status is restored. If any of the Institutional Requestor's Affiliates ceases to be a Clearinghouse Participant in Good Standing, this Agreement is suspended with respect to StudentTracker requests related to that Affiliate until its good standing status is restored.

9. The Institutional Requestor agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
13454 Sunrise Valley Drive, Suite 300
Herndon, VA 20171
Attn: President

10. The Clearinghouse agrees to provide all notices under this Agreement to the Institutional Requestor to the signatory and address below unless otherwise instructed in writing by the Institutional Requestor. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues related to StudentTracker unless otherwise instructed in writing by the Institutional Requestor.

11. This Agreement may be modified by written, mutual agreement of the parties and remains in effect until terminated by either party by providing thirty (30) days written notice to the other party.

NATIONAL STUDENT CLEARINGHOUSE

Signature _____

Name _____

Title _____

Date _____

www.studentclearinghouse.org

Institution Riverside Community College

OPE ID # _____ (leave blank if not known)

Signature _____

Name James Buysse

Title Vice Chancellor, Admin. and Finance

Date _____

Address 4800 Magnolia Avenue

City/State/Zip Riverside, CA 92506

E-mail address: James.Buysse@rcc.edu

NATIONAL STUDENT CLEARINGHOUSE
 SCHEDULE OF FEES FOR COLLEGES/UNIVERSITIES
 Published January 1, 2002 and Effective Until Further Notice

Basic CORE Service

Federal Family Education Loan Program	
SSCRs for guaranty agencies and the NSLDS	No Charge
Deferment forms, enrollment verifications	No Charge

Federal Direct Student Loan Program	
SSCRs through the NSLDS, deferment forms, enrollment verifications	No Charge

Other Programs	No Charge
Electronic reports made to other Eligible Requestors	

Secure Web Access to School and Student Specific Data	No charge
Optional Services	

Processing of Perkins Loan Deferments, Private Loan Deferments and Various Requests from Scholarship Grant, and Other Aid Programs	\$1.50 per Certification, or unlimited Certifications for an annual fee equal to school's enrollment* times four (4) cents, payable in advance. <i>These fees are waived if the institution participates in the EnrollmentVerify service.</i>
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StudentTracker	
Use of Clearinghouse database to obtain enrollment information on prospective, current, and former students and applicants for admission.	Annual fee equal to the institution's enrollment times five (5) cents, payable in advance. However, if the California Community Colleges Chancellor's Office (CCCCO) ceases to be an active StudentTracker/EdEvaluator participant, the annual fee for subsequent years will be the school's enrollment times twelve (12) cents.

DegreeVerify	No Charge
Verification of degrees to prospective employers, Background check companies, search firms, etc.	

EnrollmentVerify	No Charge
Efficient and reliable enrollment verification services for external requestors such as health insurers, credit issuers, employers, background screening firms, and other related organizations.	

**Enrollment is equal to the fall enrollment as used for federal reporting purposes.*

StudentTracker Agreement
 for California Community Colleges

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-b

Date: February 21, 2006

Subject: Agreement with OmniPlatform Software Corporation

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and OmniPlatform Software Corporation. The Office of Institutional Effectiveness is establishing a web-based platform to facilitate the Accreditation process. OmniPlatform Software Corporation will design and develop custom web software that will allow the District and Campus Accreditation Steering Committees to collaborate and engage in an open and comprehensive Accreditation Self-Study process that utilizes dynamic forms and a consistent presentation format. The cost for the development of this custom software is \$11,000.00. The term of the agreement is February 22, 2006 to June 30, 2006. Funding source: General Fund.

For the Board's information, Dr. Mark Lehr, Assistant Professor of Computer Information Systems, is the Executive Vice President/COO of OmniPlatform Software Corporation. The District's Legal Counsel advises that this does not represent a conflict of interest. This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from February 22, 2006 to June 30, 2006, for an amount not to exceed \$11,000.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

CUSTOM SOFTWARE DEVELOPMENT AGREEMENT
OmniPlatform Software Corporation, Agreement #1716

1. Identification of the Parties

This Agreement is made between Riverside Community College District ("Client"), with a principal place of business at 4800 Magnolia Avenue, Riverside, California and OmniPlatform Software Corporation ("Developer"), with a principal place of business at 2251 Stern Goodman Street, Fullerton, California 92833.

2. Purpose of Agreement

Client desires to retain Developer as an independent contractor to develop the computer software (the "Software") described in Exhibit A attached to and made part of this Agreement. Developer is ready, willing and able to undertake the development of the Software and agrees to do so under the terms and conditions set forth in this Agreement. Accordingly, the parties agree as follows:

3. Preparation of Development Plan

Developer shall prepare a development plan ("Development Plan") for the Software, satisfying the requirements set forth in Exhibit A. The Development Plan shall include:

- (a) detailed Specifications for the Software;
- (b) a listing of all items to be delivered to Client under this Agreement ("Deliverables");
- (c) a delivery schedule containing a delivery date for each Deliverable; and
- (d) a payment schedule setting forth the amount and time of Developer's compensation.

Developer shall deliver the Development Plan to Client within 10 days of contract ratification date. Client may take up to 30 days to review the Development Plan. Upon approval of the Development Plan by Client, it will become a part of this Agreement and will be incorporated by reference. Developer shall then commence development of Software that will conform to the requirements set forth in the Development Plan.

If the Development Plan is in Client's reasonable judgment unsatisfactory in any material respect, Client shall prepare a detailed written description of the objections. Client shall deliver such objections to Developer within 30 days of receipt of the Development Plan. Developer shall then have 10 days to modify the Development Plan to respond to Client's objections. Client shall have 10 days to review the modified Development Plan. If Client deems the modified Development Plan to be unacceptable, Client has the option of terminating this Agreement upon written notice to Developer or permitting Developer to modify the

Development Plan again under the procedure outlined in this paragraph. If this Agreement is terminated, the obligations of both parties under it shall end except for ongoing obligations of confidentiality set forth in the provision of this Agreement entitled "Confidentiality."

4. Payment

The total contract price shall be set forth in the Development Plan. Client shall pay the Developer a total of \$11,000.00 (excluding tax) upon completion of the deliverables of this Agreement.

5. Late Fees

Late payments by Client shall be subject to late penalty fees of 10% per month from the due date until the amount is paid.

6. Changes in Project Scope

If at any time following acceptance of the Development Plan by Client, Client should desire a change in the Specifications or other elements of the Development Plan, Client shall submit to Developer a written proposal specifying the desired changes.

Developer's written response shall include a statement of the availability of Developer's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates or warranty provisions of this Agreement.

Changes to the Development Plan shall be evidenced by a "Development Plan Modification Agreement." The Development Plan Modification Agreement shall amend the Development Plan appropriately to incorporate the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. The Development Plan Modification Agreement shall be signed by authorized representatives of Client and Developer, whereupon Developer shall commence performance in accordance with it.

Should Developer not approve the Development Plan Modification Agreement as written, Developer will so notify Client within 5 working days of Developer's receipt of the Development Plan Modification Agreement. Developer shall not be obligated to perform any services beyond those called for in the original Development Plan prior to approval of the Development Plan Modification Agreement.

For purposes of this Agreement, each Development Plan Modification Agreement duly authorized in writing by Client and Developer shall be deemed incorporated into and made part of this Agreement. Each such Development Plan Modification Agreement shall constitute a formal change to this Agreement adjusting fees and completion dates as finally agreed upon.

7. Delays

Developer shall use all reasonable efforts to deliver the Software on schedule. However, at its option, Developer can extend the due date for any Deliverable by giving written notice to Client. The total of all such extensions shall not exceed 21 days.

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

8. Acceptance Testing of Software

Client shall have 30 days from the date of delivery of the Software in final form to inspect, test and evaluate it to determine whether the Software satisfies the acceptance criteria in accordance with procedures set forth in the Development Plan, or as established by Developer and approved by Client prior to testing.

If the Software does not satisfy the acceptance criteria, Client shall give Developer written notice stating why the Software is unacceptable. Developer shall have up to 30 days from the receipt of such notice to correct the deficiencies. Client shall then have 30 days to inspect, test and evaluate the Software. If the Software still does not satisfy the acceptance criteria, Client shall have the option of either (1) repeating the procedure set forth above, or (2) terminating this Agreement pursuant to the section of this Agreement entitled "Termination." If Client does not give written notice to Developer within the initial 30-day inspection, testing and evaluation period or any extension of that period, that the Software does not satisfy the acceptance criteria, Client shall be deemed to have accepted the Software upon expiration of such period.

9. Training

Developer shall provide 30 days of training in the use of the Software by at least one (but not more than 2) qualified Developer personnel ("trainers"). The training will be conducted on such dates and locations as the parties may agree.

10. Maintenance of Software

Beginning on the first day of the first month following expiration of the warranty period set forth in the section of this Agreement entitled "Warranties," Developer shall provide the

following error-correction and support services:

(a) telephone hot-line support during Developer's normal days and hours of business operation. Such support shall include consultation on the operation and utilization of the Software. Client shall be responsible for all telephone equipment and communication charges related to such support; and

(b) error correction services, consisting of Developer using all reasonable efforts to design, code and implement programming changes to the Software, and modifications to the documentation, to correct reproducible errors therein so that the Software is brought into substantial conformance with the Specifications.

Payment for Maintenance: Maintenance is covered by Maintenance contract #1700-b.

Client's Role in Maintenance: The provision of the error-correction and support services described above shall be expressly contingent upon Client promptly reporting any errors in the Software or related documentation to Developer in writing and not modifying the Software without Developer's written consent.

Term of Support: Subject to timely payment by Client of the maintenance fees, Developer shall offer the maintenance described above while Maintenance contract #1700-b is in effect.

Client Termination of Maintenance: Client may discontinue the maintenance services described above upon not less than 10 days' written notice to Developer.

11. Ownership of Software

Developer assigns to Client its entire right, title and interest in anything created or developed by Developer for Client under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Developer under this Agreement.

Developer shall execute and aid in the preparation of any documents necessary to secure any copyright, patent, or other intellectual property rights in the Work Product at no charge to client.

12. Ownership of Background Technology

Client acknowledges that Developer owns or holds a license to use and sublicense various preexisting development tools, routines, subroutines and other programs, data and materials that Developer may include in the Software developed under this Agreement.

Developer retains all right, title and interest, including all copyright, patent rights and trade secret rights in the Background Technology. Subject to full payment of the consulting fees due under this Agreement, Developer grants Client a nonexclusive, perpetual worldwide license to use the Background Technology in the Software developed for and delivered to Client under

this Agreement, and all updates and revisions thereto. However, Client shall make no other commercial use of the Background Technology without Developer's written consent.

13. Warranties

Express Warranties:

(a) **Warranty of Software Performance:** Developer warrants that for 90 days following acceptance of the Software by Client, the Software will be free from material reproducible programming errors and defects in workmanship and materials, and will substantially conform to the Specifications in the Development Plan when maintained and operated in accordance with Developer's instructions. If material reproducible programming errors are discovered during the warranty period, Developer shall promptly remedy them at no additional expense to Client. This warranty to Client shall be null and void if Client is in default under this Agreement or if the nonconformance is due to:

- (1) hardware failures due to defects, power problems, environmental problems or any cause other than the Software itself;
- (2) modification of the Software operating systems or computer hardware by any party other than Developer; or
- (3) misuse, errors or negligence of Client, its employees or agents in operating the Software.

Developer shall not be obligated to cure any defect unless Client notifies it of the existence and nature of such defect promptly upon discovery.

(b) **Warranty of Title:** Developer owns and has the right to license or convey title to the Software and documentation covered by this Agreement. Developer will not grant any rights or licenses to any intellectual property or technology that would conflict with Developer's obligations under this Agreement.

(c) **Warranty Against Disablement:** Developer expressly warrants that no portion of the Software contains or will contain any protection feature designed to prevent its use. This includes, without limitation, any computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, delete, damage or disable Client's Software or computer system. Developer further warrants that it will not impair the operation of the Software in any way other than by order of a court of law.

(d) **Warranty of Compatibility:** Developer warrants that the Software shall be compatible with the Client's hardware and software as set forth in the Development Plan Specifications.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES GRANTED BY DEVELOPER. DEVELOPER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Intellectual Property Infringement Claims

Developer warrants that Developer will not knowingly infringe on the copyright, patent, intellectual property or trade secrets of any third party in performing services under this Agreement. To the extent any material used by Developer contains matter proprietary to a third party, Developer shall obtain a license from the owner permitting the use of such matter and granting Developer the right to sub-license its use. Developer will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement, but Developer MAKES NO WARRANTY OF NON-INFRINGEMENT of any United States or foreign patent. Developer represents, BUT DOES NOT WARRANT, that to the best of its knowledge the services provided under this Agreement will not infringe any valid and existing intellectual property right of any third party.

If any third party brings a lawsuit or proceeding against Client based upon a claim that the Software breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, Developer shall hold Client harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

This indemnification obligation shall be effective only if:

1. Client has made all payments required by this Agreement
2. Client has given prompt notice of the claim and permitted Developer to defend, and
3. the claim does not result from Client's modification of the Software.

To reduce or mitigate damages, Developer may at its own expense replace the product with a non infringing product.

15. Limitation of Developer's Liability to Client

- (a) Developer shall not be liable to Client for lost profits of Client, or special, incidental or consequential damages (even if Developer has been advised of the possibility of such damages) except cases of gross negligence by Developer in performance of this agreement.
- (b) Developer's total liability under this Agreement for damages, costs and expenses, shall not exceed the total amount of fees paid to Developer by Client under this Agreement unless it is determined that Developer acted with gross negligence.
- (c) Developer shall not be liable for any claim or demand made against Client by any third party except to the extent such claim or demand relates to copyright, trade secret or other

proprietary rights, and then only as provided in the section of this Agreement entitled Intellectual Property Infringement Claims.

(d) Developer shall indemnify and hold Client, its Trustees, officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Developer, its agents, employees, sub developers and independent Developers, for property damage, bodily injury, or death (Developer's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Developer shall defend, at its expense, including without limitation, attorney fees, Client, its officers, agents, and employees, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

16. Confidentiality

Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information.

Confidential information is limited to information clearly marked as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in a writing delivered to Developer within 15 days of disclosure.

Confidential information does not include information that:

- the Developer knew before Client disclosed it
- is or becomes public knowledge through no fault of Developer
- Developer obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Developer independently develops.

17. Term of Agreement

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

18. Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

If Developer terminates this Agreement because of Client's default, all of the following shall apply:

- (a) Client shall immediately cease use of the Software.
- (b) Client shall, within 10 days of such termination, deliver to Developer all copies and portions of the Software and related materials and documentation in its possession furnished by Developer under this Agreement.
- (c) All amounts payable or accrued to Developer under this Agreement shall become immediately due and payable.
- (d) All rights and licenses granted to Client under this Agreement shall immediately terminate.

19. Taxes

Client shall be responsible to pay all federal, state or local sales taxes.

20. Developer an Independent Contractor

Developer is an independent contractor, and neither Developer nor Developer's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Developer agrees and represents, and Client agrees, as follows:

- (a) Developer has the right to perform services for others during the term of this Agreement subject to non competition provisions set out in this Agreement, if any.
- (b) Developer has the right to perform the services required by this Agreement at any place or location and at such times as Developer may determine.
- (c) Developer will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Developer's work must be performed on or with Client's computer or existing software.
- (d) The services required by this Agreement shall be performed by Developer, or Developer's staff, and Client shall not be required to hire, supervise or pay any assistants to help Developer.
- (f) Developer is responsible for paying all ordinary and necessary expenses of its staff.
- (g) Neither Developer nor Developer's staff shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- (h) Neither Developer nor Developer's staff shall be required to devote full-time to the performance of the services required by this Agreement.
- (i) Client shall not provide insurance coverage of any kind for Developer or Developer's staff.
- (j) Client shall not withhold from Developer's compensation any amount that would

normally be withheld from an employee's pay.

21. Disputes

If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute.

If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. The arbitrator will allocate costs of arbitration, including attorney fees.

22. Attorney Fees

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

23. General Provisions

(a) **Complete Agreement:** This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

(b) **Modifications to Agreement:** Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) **Applicable law:** This Agreement will be governed by the laws of the State of California.

(d) **Notices:** All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

1. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement;

2. Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, or
3. When sent by fax or electronic mail. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(f) Assignment Prohibited: Developer shall neither assign its rights nor delegate its duties under this agreement without the prior written consent of the Client. Any such purported assignment shall be void and have no effect.

(g) Successors and Assigns: This agreement binds and benefits the heirs, successors and assigns of the parties.

(h) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to carry out the parties' intent.

24. Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Client:

Developer:

Dr. James Buysse,
Vice Chancellor, Administration and Finance
Riverside Community College District

Drew Jorgenson
President, CEO, Chief Software Arch.
OmniPlatform Software Corporation

Date: _____

Date: _____

EXHIBIT A:
OmniPlatform Software Corporation, Agreement #1716

Developer agrees to provide the following deliverables:

1. Global Admin - define topics, forms, sorting
2. Enable multiple editors on different campuses
3. Dynamic forms
4. Form approval system
5. Forms stored in repository
6. Generate pdf forms
7. Form archiving at save (history)
8. Create framework to support future component integration
9. Framework supports a portal type presentation and component distribution
10. Software will be accessible to people with disabilities and comply with Section 508 of the Rehabilitation Act of 1973 (amended in 1998).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-a

Date: February 21, 2006

Subject: Agreement with Deborah Patrice Brown

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Deborah Patrice Brown, to prepare and conduct a series of four (4) three-hour workshops, beginning February 22, 2006 through June 30, 2006. The workshops will fulfill requirements of the Foster and Kinship Care Education Program. Total expenses will not exceed \$600.00. Funding source: Foster and Kinship Care Education Grant.

The workshop facilitator in this agreement does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the facilitator is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from February 22, 2006 through June 30, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

DEBORAH PATRICE BROWN
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 22nd day of February 2006, between Deborah Patrice Brown, hereinafter referred to as the "Facilitator," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning February 22, 2006, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the "Scope of Services" attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator's sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and

Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the 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 acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-

segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buisse
Vice Chancellor, Administration and Finance

Deborah Patrice Brown

Date

Date

EXHIBIT A

Facilitator Agreement between
Deborah Patrice Brown
and
Riverside Community College District

SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas on beginning February 22, 2006 through June 30, 2006. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct four 3-hour workshops per month as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of four (4) three-hour workshops includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-b

Date: February 21, 2006

Subject: Agreements concerning Gateway to College Early College High School

Background: Workforce Preparation would like to bring to the Board's attention two pieces of information relative to previously approved Board reports concerning Riverside Community College District and Gateway to College, (GTC), Early College High School. The Memorandum of Understanding agreement extending the original GTC agreement through June 30, 2006, included an increase in funding of \$37,729.00. This amount was not included in the December 13, 2005 Board report, V-A-4-a. Likewise, the amendment to the contract between the District and Portland Community College, January 24, 2006 Board report, V-A-9-c, provided for increased student enrollment and includes an additional \$58,504.00 for ongoing program replication.

Recommended Action: Information Only.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
Dean, Workforce Preparation
Michael Wright
Director, Workforce Preparation, Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-10-a

Date: February 21, 2006

Subject: Agreement with Clarke and Associates

Background: Attached for the Board of Trustees' review and consideration is an agreement between Riverside Community College District and Clarke and Associates Educational Consultants, from February 22, 2006 through June 30, 2006 or the submission deadline established by the U.S. Department of Education for the 2006 Request for Applications for Title V (Developing Hispanic-Serving Institutions) Cooperative Program, whichever is later. This agreement provides for proposal development services related to submissions for the Norco and Moreno Valley Campus Title V Cooperative Program. These services will not exceed \$10,000.00 for the 2005-2006 fiscal year. If one or more Title V Cooperative proposals are awarded, this will become a multi-year agreement with Clarke and Associates, as specified. Funding source: General Fund.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The staff recommends that the Board deem the vendor as a "Designated Employee" for purposes of the Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from February 22, 2006 through June 30, 2006 or the date of submission deadline, for an amount not to exceed \$10,000.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Richard Keeler
Director, Grant and Contract Services

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

This Agreement, entered into this February 22, 2006, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Clarke and Associates, whose address is 2257 Venado Court, Santa Rosa, CA, 95404, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning February 22, 2006, and will continue in effect until September 30, 2011.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College

District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Indemnification and Hold Harmless. Contractor shall indemnify and hold Client, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Contractor, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Contractor shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Client), Client, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
- 4.05 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.

4.06 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement pertaining to proposal development services for the Title V Cooperative Program at any time upon 30 days written notice to the other. Notwithstanding any other provision of this Agreement, the Contractor hereto may terminate the section of this Agreement pertaining to post-award services for the Title V Cooperative Program at any time upon 90 days written notice to the other. .

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
- 7.05 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

7.06 ADA/FEHA. The Contractor recognizes that as a federal and state government contractor or subcontractor, RCCD is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

7.07 Conflict of Interest Clause: Contractor shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

Signature Authorization Page

Riverside Community College District

Clarke and Associates Educational Consultants

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor Legal Representative

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

Scope Of Services

With this Agreement, Clarke and Associates will perform services and produce deliverables as detailed within this scope of service.

Title V (Developing Hispanic-Serving Institutions) Cooperative Program and Proposal Development

Clarke and Associates will provide proposal development services to the Norco and Moreno Valley Campuses that will include, but not be limited to the following:

Pre-Award Services, for each of the two campuses, including, but not limited to:

- Establish Title V eligibility: Upon request, assist with the preparation of the “Request for Designation as an Eligible Institution for Title V Programs” for each campus.
- Perform all activities necessary to plan and develop a maximum of two Title V Cooperative proposals, one for the Norco Campus and one for the Moreno Valley Campus: Produce each proposal first in draft form, then in final submission format through the incorporation of input from designated college officials. Proposals will include the preparation, and review of all attachments considered to be part of the application.
- Meet with college officials at each of the campuses, Norco and Moreno Valley, to develop the focus and a detailed plan for each grant application, and coordinate

appropriate communication between and with staff at each location. The Contractor agrees to make at least one visit per project to each campus in preparing the proposals, and participate in other meetings as are mutually agreeable. These meetings will include the college officials at each campus, who are designated to work with the Contractor in guiding the development of each respective program and proposal.

Post-Award Services: Contractor will provide post-award services for each of the awarded Title V Cooperative Programs, for which the Contractor prepared the application, for the duration of the grant period and for a maximum of 90 days beyond, including, but not be limited to:

- Provide project management technical support/guidance on program implementation issues and problems, which is consistent with individual proposal language, institutional and project goals, and in compliance with federal regulations.
- Contractor will assist with required grant reports, including the U.S. Department of Education annual reports.
- Provide information about exemplary programs and systems at other colleges similar to those under development at RCCD.
- Provide on-site and phone/fax consultation concerning grant activity progress, problems and management when requested.
- Provide requested assistance in making and documenting any budget and program revisions necessitated by changes in the projects.
- Provide requested assistance in preparing for any official site visits or audits of the project, which occur during or after the project.

Deliverables

The following will be delivered to the Client as a result of the provision of services described within this Scope of Services:

- A complete, written Title V (Developing Hispanic-Serving Institutions) Cooperative Program proposal, first in draft and subsequently in final submission format, for each Title V (Developing Hispanic-Serving Institutions) Cooperative proposal requested. Each proposal, up to a maximum of two, will be prepared and rendered to the District a minimum of two weeks prior to the submission deadline established by the U.S. Department of Education in its 2006 Request for Applications. Proposal development services will include the review of electronic documents and materials necessary to meet the Title V (Developing Hispanic-Serving Institutions) Cooperative 2006 Request For Application requirements and the electronic submission process.

EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Clarke and Associates Educational Consultants

Compensation

Proposal Development – Title V (Developing Hispanic-Serving Institutions) Cooperative Program Period of Service: February 22, 2006 through June 30, 2006 or the date of the submission deadline established by the U.S. Department of Education for the Title V (Developing Hispanic-Serving Institutions) Cooperative Program in its 2006 Request for Applications, whichever is later.

This agreed upon total, \$5,000 per proposal, for the development and writing of a maximum of two Title V (Developing Hispanic-Serving Institutions) Cooperative proposal packages (grand total not to exceed \$10,000) for the Norco and Moreno Valley Campuses, includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of each final draft as outlined in Exhibit A.

Post-Award Consultation Services – Title V Cooperative Program

As compensation for the ongoing consultation services to be rendered on the Title V Cooperative Programs, RCCD shall pay to the Contractor the lessor of \$70,000 or ten percent (10%) of the funds awarded by each annual grant award document under a Title V Cooperative Grant Agreement between RCCD and the United States Department of Education. Payment of such compensation shall be made in four equal, quarterly installments, commencing upon the effective date of each award. These agreed upon totals include all Contractor outlays (time, travel, materials, etc.). It is understood and agreed to

by the parties hereto, that such compensation shall be paid from funds other than funds awarded under such Grant Agreement.

2. If the Contractor is not able to render all services outlined in "Exhibit A", the Contractor will be paid a mutually agreed upon amount for the services rendered.
3. Contractor shall submit separate invoices to Client for each Campus to which services have been rendered as indicated in this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: February 21, 2006

Subject: A Review of Facilities Planning and Construction Management Including Recommended Actions

Background: At the August 23, 2005, Board of Trustees meeting, a consultant agreement with Dr. Michael Webster was approved. A major focus for Dr. Webster under this agreement was a review of the District's facility planning and construction processes. More specifically, the District asked him to review:

1. The District's facility planning and approval processes;
2. The District's construction management process;
3. The District's organizational structure and staffing relative to Measure C/State Capital Outlay projects; and
4. An evaluation methodology regarding construction projects.

Dr. Webster presented observations, his findings and recommendations to the Board's Planning and Development Committee at its February 14, 2006 meeting. Also, a copy of his report is attached for the Board's review and consideration. Staff proposes that the District adopt the facility planning model and implement the recommendations contained in Dr. Webster's report.

Recommended Action: It is recommended that the Board of Trustees adopt the facility planning model and approve the recommendations contained in the consultant report entitled "A Review of Facilities Planning and Construction Management."

Salvatore G. Rotella
Chancellor

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

Riverside Community College District

A REVIEW OF FACILITIES PLANNING AND CONSTRUCTION MANAGEMENT

Executive Summary

By

C. Michael Webster, Ed.D.
Consultant

INTRODUCTION

Process: Interviews were conducted with Riverside Community College District (RCCD) faculty, staff, administrators, vendors, and contractors who have provided services to the District.

Each interviewee was asked to provide information and their perceptions of District operations in the following areas:

- I. The District's facility planning and approval process.
- II. The District's construction management process.
- III. Organizational structure and staffing relative to Measure C/State capital outlay projects.
- IV. An evaluation methodology regarding construction projects.

Interviewees were informed that the interview was confidential and they would not be directly quoted on what they said. Interviewees were extremely candid and forthcoming in their comments.

Additionally, visits were made to all current construction sites, and the buildings and grounds on the Riverside campus the Moreno Valley campus, and Norco campus were toured and scrutinized.

I have attended several dozen department meetings, including meetings with outside consultants, design professionals, and I have attended the job walk and the bid opening for the Quad project and the kick off construction start up meeting for the Parking Structure project. I have also been attending the weekly Facilities Project Update meetings and I have walked all of the construction sites. Attending these meetings has given me the opportunity to observe the Facilities planning, design, and construction (FPDC) staff and how they interact with each other, District staff, consultants, design professionals, and contractors. Additionally, I meet several times a week with the Associate Vice Chancellor Facilities to review and discuss the work and activities of the department.

I. THE DISTRICT'S FACILITY PLANNING AND APPROVAL PROCESS

OBSERVATIONS:

The District has a very sophisticated planning process that was developed in 2003. According to the Academic Master Plan Executive Summary "The new process was guided by certain principles, among these were a belief that the process should consist of an open dialogue among department chairs throughout the District with key academic administrators and internally among members of departments. The intent of the process was to build upon a learner-centered curriculum framework, focusing on planning that would help shape the direction of the emerging colleges."

The planning structure in place includes an academic planning council at each campus that is charged with the development of the campus academic master plan. The design of the planning structure then calls for the academic master plan to be forwarded to the campus strategic planning committee. Each of the campus strategic planning committees is charged to develop an overall strategic plan for the growth and development of the campus. The campus planning committees forward their work to the District executive strategic planning committee. This committee creates the overall District approach to the district's growth and development. In spite of this planning structure, which according to one district administrator is in the process of "maturing," the actual outcome of capital facility planning appears to be driven more by the availability of State funding based on State space standards and load ratios than by the formal academic planning process.

There appears to be a lack of understanding by some staff and faculty that Measure C does not simply provide an avenue to build what ever the District wants or desires in the way of facilities. What is not understood is that there are significant operational costs tied to new facilities and therefore if the District builds facilities that exceed the allowances based on State load ratios and standards the District must fund the operational costs of maintaining and operating the buildings. Additionally, everyone needs to understand that every decision regarding space and its use has

the potential of impacting qualification for State funding for capital development and that these ad hoc decisions can impact the timing of already approved State funded capital projects.

There is no funding source identified to support the cost of doing project "exploration" prior to a project being identified as qualified for capital funding (State and/or Measure C). The FPDC staff has done an admirable job of providing support to do upfront work to help identify projects for potential State, Measure C, or other funding.

Once a specific project is identified for funding the District has a constituent driven planning and design process. The Design Advisory Committees are involved during the preparation of the Final Project Plan (FPP) and continue to "sign off" on the project design during schematic design, detailed design and working drawings.

There is not a consistent approach to the presentation of capital projects to the Board.

I. THE DISTRICT'S FACILITY PLANNING AND APPROVAL PROCESS

RECOMMENDATIONS:

The District needs to fully utilize its existing planning process to generate a District strategic long range capital plan. From its existing planning structure the District can create long range academic master plans and growth plans for each of the campuses/colleges that consider potential ultimate build out of the campus/college. From this planning effort long range capital plans can be created that take into account the programmatic need for additional facilities and the availability of multiple funding sources to plan, design, build, and operate the facilities. This planning approach will enable the District to take full advantage of leveraging Measure C funds and position the District to make decisions on proceeding with capital projects that do not qualify for State funding and to examine the potential for what each of the colleges will look like when they are fully developed. The planning process will provide the opportunity for each campus/college to answer the questions: How many students can it ultimately serve? What kinds, and types, of programs will be offered to serve those students? What kind of facilities will need to be developed to support the academic and service programs to support those students? And how can the physical development of the campus/college be managed to accommodate the ultimate build out of the campus/college.

The long range capital plans for each campus/college should include potential building sites, building set backs, amount of building development per acre developed, examination of pedestrian and vehicle traffic flow, and architectural and landscape principles of design. From this planning process space needs can be identified resulting in a five year rolling capital program that identifies projects that will include new buildings, renovations, and remodels. When this is done it will provide a comprehensive District capital plan so everyone understands what is getting built, where it is getting built, when it is getting built, why it is getting built, and how it is being funded.

The District needs to make sure that the planning process does not become so burdensome that it negates the District's ability to be flexible and responsive to the changing educational needs of the community. The strength of the Community College system is its ability to adapt to changing conditions in the educational environment; the planning process should enhance this capability not encumber it.

The District will need to engage outside planning consultants to assist each of the colleges/campuses to fully develop its academic master plans and growth plans and to create the resulting long range capital plan. There are a number of outstanding planning and design firms that specialize in assisting Districts and campuses/colleges with long range planning. The District can solicit request for proposals from firms willing to assist with this planning, prescreen the respondents, and then let each of the campuses/colleges select the planning and design firm they would like to work with to assist in developing their specific campus/college plan.

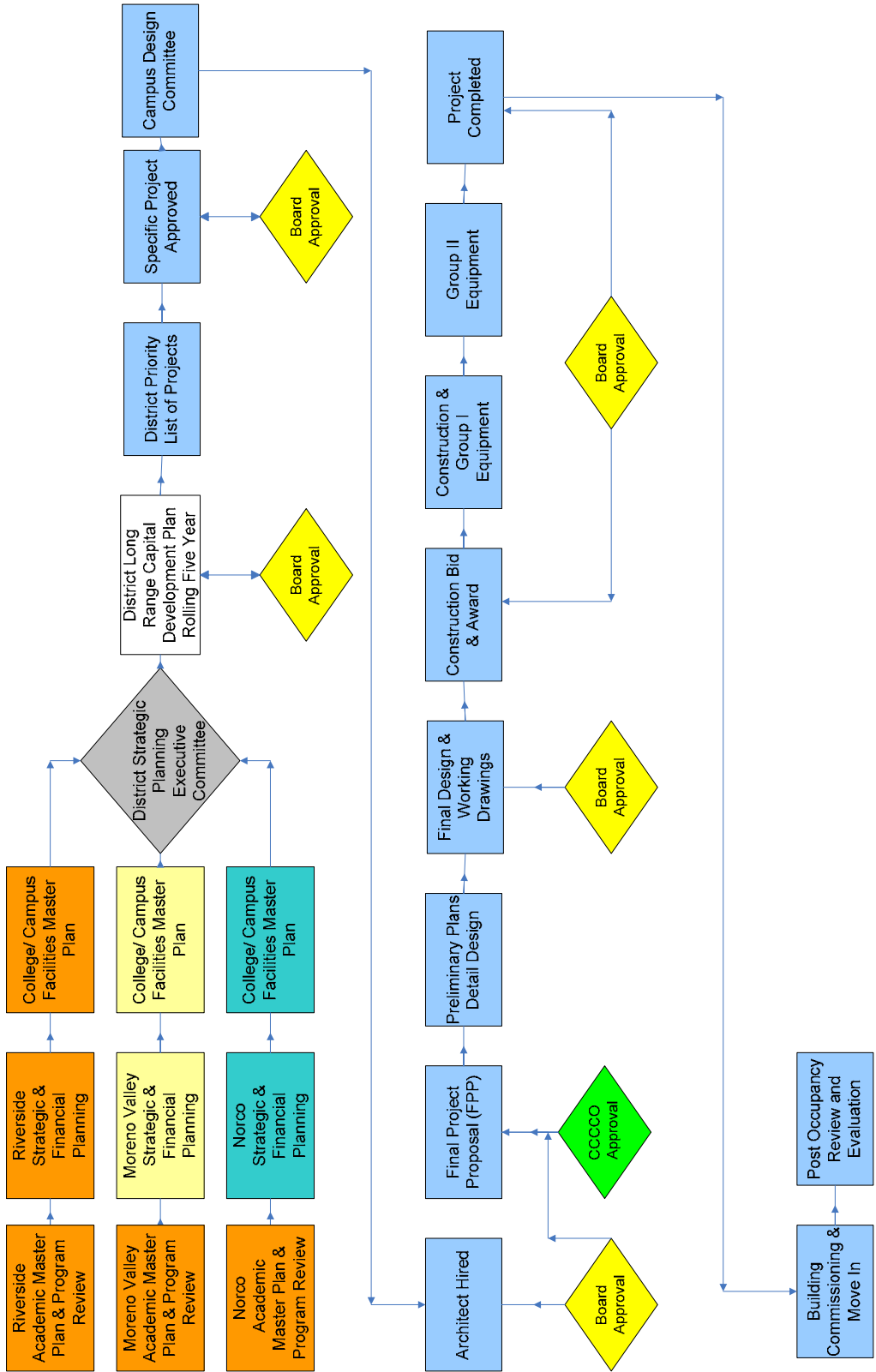
The long range capital plans should also include a comprehensive review of existing facilities to determine the best use of available funds for the rehabilitation, renovation, and possible removal of those facilities.

No capital planning decision should be finalized until it is fully vetted at the campus/college, and by the District executive strategic planning committee and the Board. This includes project initiation, project approval, project site, and project design.

The District needs to develop a comprehensive and consistent approach to capital project presentations to the Board. A defined sequence of presentations and approvals at certain points of project development needs to be created and articulated for the Board. Reference Flow Chart: RCCD Capital Planning Process-From Academic Plan to Occupancy. This chart identifies recommendations for Board approval actions during the sequence of program planning, project planning, design, and construction. Additional reports can be provided to the Board as needed during the life of a

From Academic Plan to Occupancy

RCCD Capital Planning Process



project but the above referenced flow chart illustrates the recommended minimum involvement of the Board for taking formal action.

II. THE DISTRICT'S CONSTRUCTION AND MANAGEMENT PROCESS

OBSERVATIONS:

The FPDC staff is dedicated to the institution and to delivering projects on time and on budget. There is a strong sense of team in the unit and they are obviously dedicated to working together to get the job done. The District has been reasonably successful in managing an ever growing capital planning, design, and construction program. In most cases projects have been delivered on time. Several projects have required budget augmentations when additional information was gathered that provided a clearer picture of the project scope and the impact of the volatility of design and construction market conditions. It appears that in an effort to quickly respond to getting Measure C projects underway estimates of project costs were made before full project scope was clearly defined, e.g. the MLK project required additional funding for roof repairs, and a cooling tower.

With the recent significant increase in construction costs projects that were budgeted several years ago through the State funded capital program may have a short fall in funding by the time the projects are bid for construction. The District needs to be prepared to deal with this consequence. It is incumbent on the FPDC staff to stay on top of estimating the cost of these projects as they reach final design and that they keep District leadership and the Board informed of potential increased costs.

The FPDC staff has developed a good experiential foundation in the fundamentals of project planning, design and construction project management. Although some of the staff do not have formal training and education in the specific fields of planning, design, construction management, and project management they have learned the profession by doing it. There is a small but solid foundation of competent staff that is capable of managing the District's capital planning, design, and construction process. It is apparent that the staff has been stretched trying to handle a significant increase in work load. Should the District be successful leveraging State funds to supplement Measure C funds the District will be programming, planning, designing, and constructing between \$25,000,000 and \$35,000,000 of remodel, renovation, and new construction per year for the next twenty to twenty-five years.

Project management and construction management responsibilities have been spread across a number of positions in Facilities operations. In addition to their regular job responsibilities the Site managers at Moreno Valley and Norco, and the Manager Grounds and Projects at the Riverside campus are managing, or have managed, construction projects of significant size. In some cases individuals with little training or experience have been given construction management and project management responsibility.

The District has an excellent working relationship and reputation with the staff in the State Chancellor's Office. The Associate Vice Chancellor Facilities has played an advisory role in defining State standards for space allocation for new buildings. This positive relationship has served the District well.

FPDC staff understands the need for management of the performance of architects, engineers, consultants and contractors. As mentioned above much of the talent in the unit has learned their craft on the job and they display a solid understanding of the elements that it takes to manage the planning, design, and construction process and to manage the work of consultants and contractors. Excellent support for the FPDC staff is provided by the District's administrative services and budget units. There is a strong team in place to support the purchasing, accounting, budget, information technology, and risk management requirements of the capital program.

Outside consultants who have worked for the District hold the FPDC staff in high regard. They expressed strong respect for their professionalism and acumen. Two representatives of one firm that has done significant work with the District stated that there is a solid foundation of talent on which to build the department.

City of Riverside staff expressed appreciation for the positive working relationship that they have with the staff in FPDC and the District's Chancellor's office. They were particularly complimentary of the work that has been done on the Parking Structure and School of the Arts projects. They indicated that District staff has been very responsive to concerns and issues that have been brought to their attention.

The District has, for a significant amount of time (since 1992), depended on a contract service provider for a significant amount of construction management oversight. This individual is a well seasoned professional and has served the District well. Much of the success of the planning, design, and construction program to date can be attributed to this individual and his very strong working relationship with the District's staff.

II. THE DISTRICT'S CONSTRUCTION AND MANAGEMENT PROCESS

RECOMMENDATIONS:

The District needs to develop standardized Request for Qualifications (RFQ) and Request for Proposal (RFP) documents to assess the potential services of design professionals and facilities planning consultants, e.g. soils engineering, structural engineering, and construction management. The current process is extremely cumbersome involving both purchasing and facilities planning. A process can be set up that would cut this work load by 50%. (A standardized RFQ document has been developed and has been used to announce solicitation for architectural services for the Moreno Valley Phase III project. The new format generated 104 inquiries from architectural firms seeking information about the project, and 34 firms submitted formal responses to the RFQ. Seven firms were invited to be interviewed and the architect screening committee made up of faculty, staff, and administrative representatives unanimously agreed on a firm to recommend to the Board for approval to hire. Additionally, an RFQ document for Construction Management Services has been developed. The Facilities department is set to use this document to solicit proposals to secure construction management services for several upcoming projects.

The District needs to develop and utilize standardized professional services boiler plate contracts to secure the services of design professionals and facilities planning consultants, e.g. soils engineering, structural engineering, and construction management. A draft of a suggested design professional contract document has been shared with the Facilities staff. Consideration should also be given to subscribing to the American Institute of Architects contracts subscription service. This will provide the District with a catalog of template contracts that can be used for all types of design professional and contractor agreements.

The District needs to develop standards for the development of capital infrastructure. Standards should be developed for mechanical systems, plumbing, electrical, net work, phones, elevators, ingress and egress control, door hardware and locking mechanisms, roofing, and structural systems, sustainability attributes, and acceptable landscape elements, including outdoor lighting, plant materials, and outdoor furniture. These should be clearly explained as requirements to the project architect, landscape architect, and the design committee at the beginning of the project development process and then protected during the value engineering process. Care should be given that considerations for impacts on the maintenance and operations of facilities are consider at the beginning of a project's design development not during the final stages of design.

The District needs to enhance the board communication process and format for approval of professional contracts. The key here is for all to understand what needs to be communicated to the Board and the approved format. This should include standardized language and descriptions of the selection process, the work to be completed, the agreed upon cost or compensation, the time for the work to be completed, the contract end date, and the insurance requirements. There should be language included in the Board item that allows for an extension of a contract within limits acceptable to the Board (so that small adjustments for additional work do not need additional action by the Board, suggest 60 days and not to exceed additional amount of 10% of the original contract amount).

I recommend that the Board delegate the authority to approve professional services contracts to the Vice Chancellor Administration and Finance for agreements that do not exceed \$25,000, and sixty days of work. This will allow for the initiation of work on projects that need back ground exploration before engaging consultant(s) for full blown project support.

III. ORGANIZATIONAL STRUCTURE AND STAFFING RELATIVE TO MEASURE C/STATE CAPITAL OUTLAY PROJECTS

OBSERVATIONS:

Facilities Planning, Design and Construction (FPDC) is currently operated under the direction of the Associate Vice Chancellor Facilities (AVCF). He is responsible for capital planning, design, and construction and facilities maintenance and operations. The AVCF has three direct reports: A Facilities Planning Specialist, Director Facilities Planning and Projects, and Director Facilities Operations.

The facilities planning, design, and construction responsibilities are managed by the Director of Facilities, Planning, and Projects. He has three immediate staff that report to him that are responsible for the project planning, design, construction management, and project management. These include: a Planning Manager and two positions titled Maintenance Mechanic/Facilities Planning. These two positions function as project managers. One of the two positions was just recently vacated. The Associate Vice Chancellor and Director receive administrative support from a Secretary III. This position is currently filled by a temporary.

Facilities operations are managed by the Director of Facilities Operations. He oversees the operations of all District facilities. He has three direct reports that manage the day-to-day operations of the Riverside campus/college, Norco campus/college (Site Manager), and Moreno Valley campus/college (Site Manager). His direct reports also include the Custodial Manager, and the Manager Grounds and Projects, at the Riverside campus.

FPDC has used the services of outside construction management and project management consultants to good advantage and the consultants that they have used have done an outstanding job of supplementing and supporting the staff in the department.

III. ORGANIZATIONAL STRUCTURE AND STAFFING RELATIVE TO MEASURE C/STATE CAPITAL OUTLAY PROJECTS

RECOMMENDATIONS:

With the creation of three separate business offices under the administrative direction of a Vice President Business Services at each campus/college the department under the direction of the Associate Vice Chancellor Facilities (AVCF) should be reorganized. Responsibilities for the day-to-day (custodial and grounds) facilities maintenance and operations responsibilities should be assigned to the new Vice President Business Services positions at each of the campuses/colleges. With the transfer of these responsibilities most of the operational and maintenance oversight will be removed from the AVCF portfolio. What remains is the skilled maintenance function. The Moreno Valley and Norco campus are not large enough to support a full compliment of skill maintenance staff therefore a central core of skilled crafts personnel will have to provide District wide skilled craft services based out of the Riverside campus maintenance and operations department. These skilled crafts maintenance and operational staff under the supervision of the Director of Facilities Operations should be reassigned from the AVCF to the Vice President Business Services at the Riverside campus/college.

With the removal of the Facilities Operations unit from the AVCF portfolio what remains are the components of a District Facilities Planning, Design and Construction department. This unit would include the Associate Vice Chancellor (recommended title Associate Vice Chancellor Facilities Planning, Design and Construction), a Director Design and Construction (recommend title change), and a Director Capital Planning (recommend reclassification and title change), a Construction Program Manger (new position), two Facilities Specialists (one new position with an accounting emphasis), a Secretary III, and two Project Managers (recommended title change and new job description).

The two positions that currently exist in the department that are classified as Maintenance Mechanics need to be reclassified as Project Mangers These positions are functioning as project managers but the current job descriptions do not fully describe the project management responsibilities of the positions. One of these positions is currently open.

The demands of the District's facilities planning, design, and construction program have reached the point where the department needs to grow the capability and capacity of the in house staff. Two critical positions are needed to augment the current staff in FPDC. There is extreme need to supplement the department accounting function with a higher level position – Facilities Specialist Accounting. This position is critical in creating the capacity to monitor project billing, expenditures and payments, and to oversee the facilities construction accounting function on a project by project basis.

The other position that is needed is a management level position responsible for construction program management (CPM). This position will create a level of knowledge and project oversight that does not currently exist in the department. With the addition of the construction management position the use of facilities operational staff as construction managers should be eliminated. There will be a need to continue to use the campus/college site managers to over see "minor cap" projects (defined as projects not to exceed \$250,000, (this amount can be increased or decreased depending on the level of experience at a particular location)) at the colleges/campuses.

The District has used consultants to assist in the over sight of much of its recent construction activity and there will still be need to supplement in house staff with outside help depending on specific workload issues and the size of projects.

Recruitment for the open Project Manager position, the Secretary III position, the new Construction Manger position, and the two Facilities Specialist positions should begin immediately; when these positions are filled the department will be staffed appropriately to manage the District's facilities planning, design, and construction program for the foreseeable future.

As the campuses/colleges continue to grow and greater demands are put on the grounds, custodial and maintenance staff the District needs to develop a methodology for the allocation of additional positions to maintain and care for new buildings and facilities. There are a number of allocation models that use square footage as the baseline for adding staff, but special standard of care requirements should also be considered. For example, when the new

Nursing/Sciences building comes on line there will be increased care standards required for the Nursing instructional areas of the building. These additional care requirements should be taken into consideration when allocating new positions. The District should plan well in advance for these increased operational expenses. Additionally, the District should develop standards of care and maintenance for its buildings and grounds to ensure that District facilities are appropriately maintained.

The District needs to examine the potential for using Measure C funds to support the appropriate level of staffing to manage the District's Facilities Planning, Design, and Construction operations.

IV. AN EVALUATION METHODOLOGY REGARDING CONSTRUCTION PROJECTS

OBSERVATIONS:

1. The District does not currently have a formal evaluation process for the performance of design professionals.
2. The District does not currently have a post occupancy evaluation process for new projects and remodels.
3. The District does not currently have a formal evaluation process for the performance of its in house staff for management of design and construction projects.
4. The District does not currently have a formal commissioning process for new building projects.

IV. AN EVALUATION METHODOLOGY REGARDING CONSTRUCTION PROJECTS

RECOMMENDATIONS:

Facilities Planning, Design and Construction should develop an evaluation process for the performance of design professionals and other planning, design, and construction consultants. This can be a simple survey asking for input from District staff and others who have interacted with the design professional, or professional services consultant. A suggested instrument is under development.

Facilities Planning, Design and Construction should develop a post occupancy evaluation process for new buildings, remodel projects, and renovations projects. This should include a requirement that the design professional who designed the project assist with the project evaluation. A suggested instrument is under development.

Facilities, Design and Construction should develop an evaluation process to assess the performance of in house staff on a project by project basis. This should include an evaluation of project management including cost, time, and quality of the project. A suggested instrument is under development. Additionally, the unit should do an annual "customer survey."

Facilities Planning, Design and Construction should develop a commissioning process for newly constructed facilities. This will assist the campuses when new facilities are brought on line. It is important that Facilities operations staff assist with this process to insure that the campus has one point of contact when new building performance issues arise. The person responsible (this is an appropriate responsibility for the Project Managers; one of them should be assigned to each project as the commissioning agent for the District) for the commissioning can represent the campus interests to make sure issues are appropriately addressed by the contractor(s), sub contractors, design professionals, or facilities operations staff as is appropriate. A suggested process is under development.

SUMMARY:

The District should utilize its well designed and thought out planning process to develop long range facilities plans for the campuses/colleges and the District driven by academic master plans and growth plans that consider what the campuses/colleges will look like when they are completely built out to serve a maximum number of students. It should develop and adopt the use of standard processes, procedures, policies and contracts to secure the services of design professionals and other planning consultants. It should develop standard infrastructure and design requirements that include: design standards, landscape standards, life safety standards, and building infrastructure and sustainability standards. The District should supplement its facilities planning, design and construction staff by creating new job descriptions, reclassifying several positions and adding two new positions to the department. The District should develop processes to formally evaluate its planning, design, and construction processes and activities.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No: V-D-2

Date: February 21, 2006

Subject: Proposed Budget and Measure C Allocation for the Quadrangle Modernization Project – Equipment and Furnishings

Background: Presented for the Board's review and consideration is a request for funding for the Quad Modernization project. The District received State capital outlay funding for this construction project. However, such projects typically receive little, if any, funding for technology, audio-visual equipment, furnishings and scheduled maintenance items, as it is assumed that a community college district will utilize existing inventory and funding categories (i.e. schedule maintenance and instruction equipment) for these purposes. In this instance, RCCD received an allocation of \$367,000.00 in State equipment funding.

Staff has now completed a reassessment of equipment needs and concluded that funding in the amount of \$2,430,000.00 is required, \$2,063,000.00 above the State-funded allocation. Staff has also initiated a review to assess to what extent the existing equipment and furnishings inventory can be utilized to meet other College and District needs.

At this time, staff proposes that the budget for equipment and furnishings be set at \$2,430,000.00, and that Measure C funds be used in an amount not to exceed \$2,063,000.00.

Recommended Action: It is recommended that the Board approve an equipment and furnishings budget for the Quadrangle Modernization project in an amount not to exceed \$2,430,000.00 and the use of Measure C funds in an amount not to exceed \$2,063,000.00.

Salvatore G. Rotella
Chancellor

Prepared by: Cecilia Wong
Executive Dean, Technology and Learning Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-3

Date: February 21, 2006

Subject: Facility Projects – Proposed Agreements: Lovekin Complex Shade Cover Project (Higginson + Cartozian Architects, Inc.); Moreno Valley ECS Secondary Effects Project (Higginson + Cartozian Architects, Inc.); Admissions Building Foyer Renovation Project (Higginson + Cartozian Architects, Inc.); and District Remodel and Alteration Project, Cosmetology Building Plumbing Upgrades (TMAD, Taylor & Gaines)

Background: Attached for the Board’s review and consideration are copies of proposed agreements between the District and Higginson + Cartozian Architects, Inc., and TMAD, Taylor & Gaines. More specifically, the projects and agreements are as follows:

Lovekin Complex Shade Cover Project

Staff proposes that the District enter into an agreement with Higginson + Cartozian Architects, Inc. to administer the Department of State Architect (DSA) process for the Lovekin Complex Shade Cover Project. Services would include preparation of the shade cover site plan and specifications, plan check, code review, monitoring quality assurance and obtaining DSA approval. The contract term would be from February 22, 2006, to the estimated project completion date of August 31, 2006, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would not exceed \$15,400, including reimbursable expenses. Measure C funds were previously authorized for this project.

Moreno Valley ECS Secondary Effects Project

Staff proposes that the District enter into an agreement with Higginson + Cartozian Architects, Inc. to design and prepare drawings and specifications for the renovation of an existing 48’x40’ modular to house office space at the Moreno Valley Campus. Services would include design development, final design, construction documents and specifications, administering the process to obtain DSA approval, assisting with the bidding process and monitoring quality assurance. The contract term would be from February 22, 2006, to the estimated project completion date of February 28, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement shall not exceed \$19,000, including reimbursable expenses. Staff also requests the use of Measure C funds for this project. A total project budget will be presented at a later date.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-3

Date: February 21, 2006

Subject: Facility Projects – Proposed Agreements: Lovekin Complex Shade Cover Project (Higginson + Cartozian Architects, Inc.); Moreno Valley ECS Secondary Effects Project (Higginson + Cartozian Architects, Inc.); Admissions Building Foyer Renovation Project (Higginson + Cartozian Architects, Inc.); and District Remodel and Alteration Project, Cosmetology Building Plumbing Upgrades (TMAD, Taylor & Gaines) (continued)

Admissions Building Foyer Renovation Project

Staff proposes that the District enter into an agreement with Higginson + Cartozian Architects, Inc. to develop program and construction needs for the renovation of the Admissions Building Foyer. Services also would include program plan verification, research as-built plans, schematic design, establish budget and time-line. The contract term would be from February 22, 2006, to the estimated completion date of June 30, 2006, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would not exceed \$3,000.00, including reimbursables. Funding source: Unrestricted General Fund (Fund 11, Resource 1000).

District Remodel and Alteration Project, Cosmetology Building

Staff proposes that the District enter into an agreement with TMAD, Taylor & Gaines for the preparation of construction documents and specifications for the replacement and upgrade of the existing waste and vent piping servicing the Cosmetology work station sinks. Services would include the preparation of construction documents, plans and specifications, basic plumbing engineering services, assistance with the bidding process and monitoring quality assurance. The contract term would be from February 22, 2006 to the estimated project completion date of December 31, 2006, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee. Payment in consideration of this agreement would not exceed \$3,750 including reimbursable expenses. Funding Source: Unrestricted General Fund (Fund 11, Resource 1000).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-3

Date: February 21, 2006

Subject: Facility Projects – Proposed Agreements: Lovekin Complex Shade Cover Project (Higginson + Cartozian Architects, Inc.); Moreno Valley ECS Secondary Effects Project (Higginson + Cartozian Architects, Inc.); Admissions Building Foyer Renovation Project (Higginson + Cartozian Architects, Inc.); and District Remodel and Alteration Project, Cosmetology Building Plumbing Upgrades (TMAD, Taylor & Gaines) (continued)

Recommended Action: It is recommended that the Board of Trustees approve 1) the attached agreement with Higginson + Cartozian Architects, Inc. to administer plans and specifications for DSA approval for the Lovekin Complex Shade Cover project; 2) the attached agreement with Higginson + Cartozian Architects, Inc. for the design, preparation of drawings and specifications for the renovation of an existing modular to house office space at the Moreno Valley Campus; 3) the attached agreement with Higginson + Cartozian Architects, Inc. for the design, preparation of drawings and specifications for the renovation of the Admissions Building Foyer; and 4) the attached agreement with TMAD, Taylor & Gaines for the preparation of construction documents and specifications for the replacement and upgrade of the existing waste and vent piping servicing the Cosmetology work station sinks; and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities

**AGREEMENT BETWEEN HIGGINSON + CARTOZIAN
ARCHITECTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 22nd day of February, 2006, by and between Higginson + Cartozian Architects, 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. Consultant will administer the Department of State Architect (DSA) process for the Lovekin Complex Shade Cover Project. This service will include development of a shade cover site plan and specifications, plan check, code review, DSA approval and the monitoring of quality assurance during construction.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's offices.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from February 22, 2006, to the estimated completion date of August 31, 2006, 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.
5. Payment in consideration of this agreement shall not exceed \$15,400 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers,

agents, employees and independent contractor or consultants, in any legal actions based upon such alleged acts or omissions. 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 acts or omissions are fully and finally barred by the applicable statute of limitations.

7. 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.
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buysse
Vice Chancellor
Administration and Finance

**AGREEMENT BETWEEN HIGGINSON + CARTOZIAN
ARCHITECTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 22nd day of February, 2006, by and between HIGGINSON + CARTOZIAN ARCHITECTS, 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. Consultant will design and prepare drawings and specifications for the renovation of an existing 48x40 square foot modular to house office space at the Moreno Valley Campus. This service will include design development, final design, construction documents, administering the Department of State Architect (DSA) process to obtain DSA approval, assisting with the bidding process and monitoring quality assurance during construction.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's offices.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from February 22, 2006, to the estimated completion date of February 28, 2007, 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.
5. Payment in consideration of this agreement shall not exceed \$19,000 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to

be selected by District), District, its officers, agents, employees and independent contractor or consultants, in any legal actions based upon such alleged acts or omissions. 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 acts or omissions are fully and finally barred by the applicable statute of limitations.

7. 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.
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buysse
Vice Chancellor
Administration and Finance

**AGREEMENT BETWEEN HIGGINSON + CARTOZIAN
ARCHITECTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 22nd day of February, 2006, by and between HIGGINSON + CARTOZIAN ARCHITECTS, 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. Consultant will develop program and construction needs for the renovation of the Admissions Building Foyer. This service will include program plan verification, research as-built plans, schematic design, establish budget and time-line for the Admissions remodel project.
2. The services outlined in Paragraph 1 will be conducted at Consultant's offices.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from February 22, 2006, to the estimated completion date of June 30, 2006, 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.
5. Payment in consideration of this agreement shall not exceed \$3,000.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractor

or consultants, in any legal actions based upon such alleged acts or omissions. 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 acts or omissions are fully and finally barred by the applicable statute of limitations.

7. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but no 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.
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buysse
Vice Chancellor
Administration and Finance

**AGREEMENT BETWEEN TMAD, TAYLOR & GAINES
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 22nd day of February, 2006, by and between TMAD, TAYLOR & GAINES hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Consultant will prepare construction documents and specifications for the replacement and upgrade of the existing waste and vent piping servicing the Cosmetology work station sinks. This service will include preparing construction documents, plans and specifications, basic plumbing engineering services, assistance with the bidding process and monitoring quality assurance.
2. The services outlined in Paragraph 1 will be conducted at Consultant's offices.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from February 22, 2006, to the estimated completion date of December 31, 2006, 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.
5. Payment in consideration of this agreement shall not exceed \$3,750 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractor or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and

independent contractor or consultants, in any legal actions based upon such alleged acts or omissions. 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 acts or omissions are fully and finally barred by the applicable statute of limitations.

7. 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.
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buisse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-4

Date: February 21, 2006

**AGREEMENT BETWEEN HIGGINSON + CARTOZIAN
ARCHITECTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

Background: In the fall of 2001, Riverside Community College District requested funding through the State's Scheduled Maintenance and Special Repair Program to replace the roof on the Ceramics Building. Since the time of the initial request and State approval of the project, the price of construction has escalated dramatically, as reflected in the bid results obtained on January 24, 2006 (See Board Report IV-A-5-a).

The State approved the original budget of \$35,386, with a State share of \$17,693 and a District share of \$17,693. The low bid on the project came in at \$54,461, leaving a shortfall of \$19,075. Staff proposes that the District use Measure C funds to supplement the original budget in the amount of \$19,075 for a total District contribution to the project of \$36,768 and a total State contribution of \$17,693.

Recommended Action: It is recommended that the Board of Trustees approve a revised project budget in the amount of \$54,461 and the use of Measure C monies in the amount of \$19,075 to cover the additional cost required to replace the Ceramics Building roof.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-5

Date: February 21, 2006

Subject: Center for Primary Education: Proposed Reciprocal Facility and Ground Leases and a Memorandum of Understanding Regarding Joint Contract Administration with the Alvord Unified School District

Background: Staff has been engaged in discussions with representatives of the Alvord Unified School District relative to the planning and construction of the proposed Center for Primary Education. This project involves a Lease-Lease Back construction delivery method as approved by the Board of Trustees at the January 24, 2006, meeting (please see attached Board Report). As was noted at that time, reciprocal lease agreements and a construction agreement between the College District and Alvord USD would be required under the Lease-Lease Back methodology.

Copies of draft agreements are attached for the Board's review and consideration. Final versions will be hand-carried to the Board's February 21, 2006, meeting, and any further revisions to the attached drafts will be noted at that time.

Recommended Action: It is recommended that the Board of Trustees approve the reciprocal Facilities and Ground Leases and the Memorandum of Understanding Regarding Joint Contract Administration with the Alvord Unified School District.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-7

Date: January 24, 2006

Subject: Center for Primary Education: Proposed Lease-Lease Back Arrangement with Neff Construction, Inc. and Proposed Measure C Budget for Planning, Site Work and Construction

Background: Staff has been engaged in discussions with representatives of the Alvord Unified School District and Neff Construction, Inc. relative to the planning and construction of the proposed Center for Primary Education. This project would involve a Lease-Lease Back construction delivery method (please see attached description of the Lease-Lease Back process). Staff advised the Board's Finance and Audit Committee as to the status of said discussions at the January 19, 2006, meeting.

Attached now for the Board's review and consideration are draft copies of the following proposed agreements with Neff Construction, Inc.: Construction Services Agreement for the Learning Center Project, Learning Center Project Sublease Agreement and Learning Center Project Site Lease. These three agreements when taken together would constitute the Lease-Lease Back arrangement between the College District and Neff Construction, Inc. Other agreements (e.g. reciprocal lease agreements between RCCD and Alvord USD) will be brought to the Board for consideration in February. Additionally, the Construction Services and the Sublease agreements will be amended at a later date once the final Guaranteed Maximum Price (GMP) is established.

The RCCD share of the costs of the Learning Center Project totals \$7.44 million. RCCD would be required to fund \$5.0 million of this sum, with the remainder covered by our 50% share of the Governor's grant. Staff proposes that RCCD fund its \$5.0 million contribution via Measure C.

Recommended Action: It is recommended that the Board of Trustees approve entering into the Construction Services Agreement for the Learning Center Project, the Learning Center Project Sublease Agreement and the Learning Center Project Site Lease with Neff Construction, Inc., following final agreement on terms and scope of work and the review and approval of legal counsel and authorize the Vice Chancellor, Administration and Finance to sign the agreements. It is further recommended that the Board of Trustees authorize an allocation of \$5.0 million in Measure C funds for the Learning Center Project.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No: V-D-7

Date: February 21, 2006

Subject: Agreement with Geographics for Second Phase of District Website Design

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Geographics for the second phase of marketing and design services for the development of a new district website. Geographics is a Riverside-based firm. Costs incurred under this agreement are not to exceed \$25,000.00, and the term is for the period February 22, 2006 through June 30, 2006. Funding source: Unrestricted General Fund (Resource 1000).

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such, the contractor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This contract has been reviewed by Jim Parsons, Associate Vice Chancellor of Public Affairs and Institutional Advancement, and by Ed Godwin, Director of Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Geographics in an amount not to exceed \$25,000.00 for the period February 22, 2006 through June 30, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Darren Dong
Director, Communications and Web Development

AGREEMENT BETWEEN GEOGRAPHICS
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 22nd day of February 2006 by and between GEOGRAPHICS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Web template page design—Including the development of cascading style sheets and graphics that comply with Section 508 accessibility standards—for the District's new web site.
 - b. Content harvesting and editing for 41 initial web pages as determined by the RCCD Public Affairs and Institutional Advancement Office.
 - c. Recruitment and organization focus groups to test the usability of the web pages.

The services outlined in Paragraph 1, section c will be conducted at a controlled facility outside of Riverside Community College.

The services rendered by the Consultant are subject to review and supervision by the District's Associate Vice Chancellor of Public Affairs & Institutional Advancement and other designated representatives of the District.

Payment in consideration of this agreement shall not exceed \$25,000.00. Upon final payment for services rendered, the District holds all intellectual, copyright, and usage rights to the material developed under this agreement.

Indemnification and Hold Harmless. Contractor shall indemnify and hold Client, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Contractor, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Contractor shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Client), Client, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

Additional Insured: Geograpnics agrees to name the District as an additional insured on their liability insurance.

Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

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

Geographics

Riverside Community College District

Dawn Hassett
Owner

James L. Buysse
Vice Chancellor, Administration and Finance