



**Board of Trustees - Regular Meeting  
Tuesday, November 20, 2012 6:00 PM  
Student Services 101 , Moreno Valley College,  
16130 Lassel Street, Moreno Valley, CA 92551**

**ORDER OF BUSINESS**

**Pledge of Allegiance**

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

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

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507 or online at [www.rccd.edu/administration/board](http://www.rccd.edu/administration/board).

I.

COMMENTS FROM THE PUBLIC

BOARD INVITES COMMENTS FROM THE PUBLIC REGARDING ANY MATTERS WITHIN THE JURISDICTION OF THE BOARD OF TRUSTEES. DUE TO THE RALPH M. BROWN ACT, THE BOARD CANNOT ADDRESS OR RESPOND TO COMMENTS MADE UNDER PUBLIC COMMENT.

II. APPROVAL OF MINUTES

- A. Minutes of the Board of Trustees Regular Meeting of September 18, 2012

*Recommend approving the September 18, 2012 Board of Trustees Regular meeting minutes as prepared.*

- B. Minutes of the Board of Trustees Regular/Committee Meeting of October 2, 2012

*Recommend approving the October 2, 2012*

*Regular/Committee meeting minutes as prepared.*

- C. Minutes of the Board of Trustees Regular Meeting of October 16, 2012  
*Recommend approving the October 16, 2012 Board of Trustees meeting minutes as prepared.*
- D. Minutes of the Board of Trustees Special Meeting of October 23, 2012  
*Recommend approving the October 23, 2012 Special Board of Trustees meeting minutes as prepared.*
- E. Minutes of the Board of Trustees Special Joint Board Meeting between Riverside Community College District and Riverside Unified School District of October 23, 2012  
*Recommend approving the October 23, 2012 Special Joint Board of Trustees meeting minutes as prepared.*
- III. PUBLIC HEARING (NONE)
- IV. CHANCELLOR'S REPORTS
  - A. Chancellor's Communications  
*Information Only*
  - B. Student Presentations on the Public Safety Education and Training Programs at Ben Clark Training Center  
*Information Only*
  - C. Five to Thrive Presentation led by Dr. Travis Gibbs, Professor of Psychology  
*Information Only*
  - D. Future Monthly Committee Agenda Planner and Annual Master Planning Calendar  
*Information Only*
- V. STUDENT REPORT
  - A. Student Report  
*Information Only*
- VI. CONSENT AGENDA ACTION
  - A. Diversity/Human Resources
    - 1. Academic Personnel  
*Recommend approving/ratifying academic personnel actions.*
    - 2. Classified Personnel  
*Recommend approving/ratifying classified personnel actions.*
    - 3. Other Personnel  
*Recommend approving/ratifying other personnel actions.*
  - B. District Business
    - 1. Purchase Order and Warrant Report - All District Resources  
*Recommend approving/ratifying the Purchase Orders and Purchase Order Additions totaling \$4,613,385 and District Warrant Claims totaling \$8,164,531.*
    - 2. Budget Adjustments

- a. Budget Adjustments  
*Recommend approving the budget transfers as presented.*
3. Resolution(s) to Amend Budget
  - a. Resolution No. 10-12/13 - 2012-2013 Responsive Training Fund Grant  
*Recommend approving the resolution adding the revenue and expenditures of \$204,256 to the budget.*
  - b. Resolution to Amend Budget - Resolution No. 11-12/13 - 2012-2013 Self-Generation Incentive Program (SGIP)  
*Recommend approving the resolution adding the revenue and expenditures of \$900,000 to the budget.*
4. Contingency Budget Adjustments (None)
5. Bid Awards
  - a. Award of Bid Number 2012/13-24 - Moreno Valley College Lab Ventilation Project  
*Recommend awarding the bid for the Moreno Valley College Lab Ventilation Project in the total amount of \$95,950 to Dalke & Sons Construction, Inc.*
  - b. Purchase Audio Visual and Communication Integration Goods and Services from Extron Electronics, Utilizing the California Multiple Award Schedules (CMAS) Contract Number 3-07-70-2382A through September 30, 2017  
*Recommend approving the purchase of audiovisual and communication integration goods and services from Extron Electronics, utilizing CMAS Contract No. 3-07-70-2382A.*
6. Grants, Contracts and Agreements
  - a. Contracts and Agreements Report Less than \$81,000 - All District Resources  
*Recommend ratifying contracts totaling \$499,702.*
  - b. Contract for Student Resource Services with Riverside County Office of Education (RCOE)  
*Recommend approving contract C-1003585 with RCOE for a Student Resource Specialist.*
  - c. Amendment 4 to Contract with Hal Fischer Associates  
*Recommend accepting the ratification of the contract amendment for Hal Fischer Associates.*
  - d. Contract Award for District-wide ATM/Student ID Card Services with Wells Fargo Bank, N.A.  
*Recommend awarding the District-wide ATM and Student ID Card Services contracts to Wells Fargo Bank, N.A.*
7. Out-of-State Travel  
*Recommend approving out-of-state travel.*

8. Other Items
  - a. Notices of Completion  
*Recommend accepting the projects listed and approve the execution of the Notices of Completion (under Civil Code Section 3093 - Public Works.)*
  - b. Surplus Property  
*Recommend declaring the property listed to be surplus; finding that the property does not exceed the total value of \$5,000; and authorizing the property to be consigned to The Liquidation Company to be sold on behalf of the District*
  - c. Surplus Property Amendment - RCC Portables  
*Recommend declaring the property on the attached list to be surplus and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.*
  - d. Surplus Property District Vans  
*Recommend declaring the property on the attached list to be surplus and authorizing the property to be consigned to The Liquidation Company to be sold on behalf of the District.*

VII. CONSENT AGENDA INFORMATION

- A. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended September 30, 2012  
*Information Only*
- B. 2011-2012 CCFS-311 - Annual Financial and Budget Report  
*Information Only*
- C. Monthly Financial Report  
*Information Only*

VIII. BOARD COMMITTEE REPORTS

- A. Governance
  1. Revised and New Board Policies - First Reading  
*Recommend accepting Board Policies 2010 and 3515 for first reading.*
- B. Teaching and Learning (None)
- C. Planning and Operations (None)
- D. Resources
  1. Contract Award for District-wide Beverage Services to PepsiCo  
*Recommend awarding the District-wide Beverage Services contract to PepsiCo.*
  2. 2011-2012 Proposition 39 Financial and Performance Audits  
*Recommend receiving the Proposition 39 independent financial and performance audits of the District's Measure C general obligation bonds.*

3. Recommended Firms for Furniture, Fixtures and Equipment (FF&E) Consulting Services  
*Recommend approving the list of prequalified for furniture, fixtures and equipment consulting firms.*
4. Contract Award for District-wide Bookstore Services to Barnes and Noble  
*Recommend awarding the District-wide Bookstore Services contract to Barnes and Noble.*

E. Facilities

1. Amendment 6 for Norco Secondary Effects with Hill Partnership, Inc.  
*Recommend approving Amendment 6 with Hill Partnership, Inc., in the amount of \$6,500, for additional architectural and engineering services.*
2. Architectural Services Agreement for Student Services Building with HMC  
*Recommend approving the architectural services agreement with HMC Architects in an amount not to exceed \$1,715,680.*
3. Amendment 1 for Norco Facilities Master Plan Update with HMC Architects and Project Budget Augmentation in the amount of \$48,300  
*Recommend approving the amendment with HMC Architects in for landscape planning design and increasing the budget in the amount of \$48,300.*

IX. ADMINISTRATIVE REPORTS

A. Vice Chancellors

1. Annual Clery Report on Security Policies and Crime Statistics - Riverside Community College District  
*Information Only*
2. Demonstration of New Emergency Call Boxes for Moreno Valley College  
*Information Only*
3. Resolution No. 07-12/13 – Resolution Authorizing the Chancellor, or Designee, of the District to Layoff and Reduce Hours of the Classified Service  
*Recommend adopting the resolution to authorize layoffs and reduction of hours of the classified service.*

B. Presidents

X. ACADEMIC SENATE REPORTS

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

XI. BARGAINING UNIT REPORTS

- A. CTA - California Teachers Association
  - B. CSEA - California School Employees Association
- XII. BUSINESS FROM BOARD MEMBERS
- A. Reappointment of Citizens' Bond Oversight Committee Members to Second Terms  
*Recommend approving reappointment of Citizens' Bond Oversight Committee members to a second two-year term.*
  - B. Resolution Number 8-12/13 Recognizing UC Riverside Chancellor Timothy White  
*Recommend adopting a resolution recognizing the service of UC Riverside Chancellor Timothy White to students and the community.*
  - C. Resolution Number 9-12/13 Recognizing Trustee Mark Takano  
*Recommend adopting the resolution recognizing the service of Trustee Mark Takano to the District and our students.*
  - D. Resolution Number 12-12/13 Recognizing Mayor Ronald O. Loveridge  
*Recommend adopting the resolution recognizing the service of City of Riverside Mayor Ron O. Loveridge to our community.*
  - E. Update from Members of the Board of Trustees on Business of the Board.  
*Information Only*
- XIII. CLOSED SESSION
- A. Conference with Legal Counsel – Existing Litigation (CA Gov. Code 54956.9(a) – Corral v. Riverside Community College District  
*To Be Determined*
  - B. Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release District  
*To Be Determined*
- XIV. ADJOURNMENT



## Agenda Item (II-A)

Meeting	11/20/2012 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular Meeting of September 18, 2012
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the September 18, 2012 Board of Trustees Regular Meeting Minutes as prepared.

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

### Attachments:

[091812\\_Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF SEPTEMBER 18, 2012

President Green called the regular meeting of the Board of CALL TO ORDER  
Trustees to order at 6:00 p.m., Center for Student Success,  
Room 217, Norco College, 2001 Third Street, Norco, CA  
92860

Trustees Present

Virginia Blumenthal, Vice President  
Mary Figueroa, Board Member  
Janet Green, President  
Mark Takano, Board Member (arrived at 6:05 pm)  
Noemi Jubaer, Student Trustee

Absent

Sam Davis (excused)

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Cynthia Azari, President, Riverside City College  
Dr. Sandra Mayo, President, Moreno Valley College  
Dr. Paul Parnell, President, Norco College  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications  
and Relations  
Ms. Chris Carlson, Chief of Staff  
Dr. Sharon Crasnow, President, Academic Senate Representative, District and Norco College  
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley College  
Mr. Lee Nelson, Academic Senate Representative, Riverside City College  
Dr. Dariush Haghghat, President, CTA  
Mr. Eric Muehlebach, President, CSEA

Guests Present:

Ms. Peggy Campo, Associate Professor, Anatomy and Physiology, Norco College  
Ms. Lorena Patton, Title III STEM Grant Director, Norco College  
Mr. Tim Wallstrom, Associate Professor, Kinesiology, Math and Sciences, Norco College

Student Trustee Noemi Jubaer led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Blumenthal/Figueroa moved that the Board of  
Trustees approve Trustee Davis' absence as excused.  
Motion carried. (4 ayes, 1 absent [Davis])

MOTION TO EXCUSE TRUSTEE'S  
ABSENCE

Green/Blumenthal moved that the Board of Trustees  
approve the minutes of the Board of Trustees  
Regular/Committee Meeting of August 7, 2012.  
Motion carried. (4 ayes, 1 absent [Davis])

MINUTES OF THE BOARD OF  
TRUSTEES REGULAR/COMMITTEE  
MEETING OF AUGUST 7, 2012

Figueroa/Blumenthal moved that the Board of  
Trustees approve the minutes of the Board of Trustees  
Regular Meeting of August 21, 2012. Motion carried.

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



(4 ayes, 1 absent [Davis])

Blumenthal/Figueroa moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of August 27, 2012. Motion carried. (4 ayes, 1 absent [Davis])

Blumenthal/Figueroa moved that the Board of Trustees hold a public hearing on the 2012-2013 budget and adopt the 2012-2013 RCCD Budget presented. Motion carried. (4 ayes, 1 absent [Davis])

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF THE AUGUST 27, 2012

PUBLIC HEARING

CHANCELLOR'S REPORTS

Presentation

Ms. Lorena Patton, Title III STEM Grant Director, presented a student success report on a program designed for Corona-Norco Unified School District graduating seniors as well as first-time freshmen at Norco College that offers intensive instruction in mathematics, science workshops, exposure to STEM-related careers and majors, and also provides other advantages for students such as guidance and career and academic counseling.

Presentation on Student Success Report – Bridge to STEM Summer Program

Mr. Tim Wallstrom, Associate Professor, Kinesiology Math and Sciences, spoke about the Men's and Women's Soccer teams as part of an intercollegiate athletics program. He introduced players on the Women's Mustangs Soccer Team. The students spoke about their experiences on the team and how being a part of the team assists them with their academics.

Presentation on Norco College Athletics

Ms. Peggy Campo, Associate Professor, Anatomy and Physiology, Norco College, explained how her students begin their Anatomy and Physiology course in her classroom, and, how she inspires a sense of awe and passion in students while learning about the human body.

Five to Thrive – Faculty Presentation by Ms. Peggy Campo, Associate Professor, Anatomy and Physiology

Blumenthal/Figueroa moved that the Board of Trustees approve the resolution with the following amendments: Change the title to read, "Resolution of Support for Higher Education Funding Relative to Statewide Propositions on the November 6, 2012 Ballot," and include the following paragraph, "WHEREAS, the Riverside Community College District encompasses six K-12 unified school districts named Corona-Norco, Alvord, Riverside, Jurupa, Val Verde and Moreno Valley and the District has collaborative partnerships with the K-12 districts, as

Resolution No. 05-12/13 Opposing Proposition 38: Our Children, Our Future Act

well as serving students from surrounding districts and that Proposition 30 provides funding for K-12 and higher education including community colleges and Proposition 38 provides funding for K-12 and excludes higher education including community college;and.” Motion carried. (4 ayes, 1 absent [Davis])

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

Future Monthly Committee  
Agenda Planner and Annual  
Master Planning Calendar

Student Trustee Noemi Jubaer presented the report about recent and future student activities at Moreno Valley College, Norco College and Riverside City College.

### STUDENT REPORT

### CONSENT ITEMS

#### Action

Figueroa/Blumenthal moved that the Board of Trustees:

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

Academic Personnel

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

Classified Personnel

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

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$12,685,756 and District Warrant Claims totaling \$6,617,901.;

Purchase Order and Warrant  
Report – All District Resources

Award Bid Number 2012/13-09 – Moreno Valley College HVAC Retrofit, in the total amount of \$242,249 to Acco Engineered Systems, and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement;

Bid Award for the Moreno  
Valley College Heating,  
Ventilation and Air Conditioning  
(HVAC) Retrofit (Bid No.  
2012/13-09)

Approve the purchase of janitorial supplies from Waxie Sanitary Supply, utilizing WSCA contract number 102-5031-5 through July 30, 2013.

Purchase Janitorial Supplies  
from Waxie Sanitary Supply,  
Utilizing the Western States  
Contracting Alliance (WSCA)  
Contract No. 102-5031-5  
through July 30, 2013

Approve the purchase of information technology goods and services from Nexus IS, Inc., utilizing

Purchase Information  
Technology Goods and Services

CMAS Contract No. 3-09-70-0163AE through March 31, 2013;

from Nexus IS, Inc., Utilizing the California Multiple Award Schedules (CMAS) Contract No. 3-09-70-0163AE through March 31, 2013

Ratify contracts totaling \$593,374;

Contracts and Agreements Report Less than \$81,000 - All District Resources

Approve the Lease Amendment with Western Municipal Water District, extending the term of the lease from December 31, 2013 until June 30, 2016;

Lease Amendment for Systems Office with Western Municipal Water District

Approve the Third Amendment to Lease agreement for Open Campus with Koll;

Amendment to Lease Agreement for Open Campus with Koll

Approve the out-of-state travel;

Out-of-State Travel

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

Notices of Completion

Declare the property listed to be surplus, find that the property does not exceed \$5,000, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District;

Surplus Property

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

#### Information

The Board received the quarterly financial status report for the quarter ended June 30, 2011.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended June 30, 2012

According to Board Policy 7350, the Chancellor has approved the following resignation: Mr. Charles Tovares, Interim Dean, Instruction/Associate Professor, Geography, effective August 31, 2012, for personal reasons;

Separations

## BOARD COMMITTEE REPORTS

### Governance

Green/Figueroa moved that the Board approve Administrative Procedure 2435 and Board Policies 2750, 3410, 3430, 3820, 4040, 5040, 5130, 5140, and 5800. Motion carried. (4 ayes, 1 absent [Davis])

Revised and New Board Policies  
– Second Reading

Blumenthal/Figueroa moved that the Board of Trustees review, discuss and adopt a Mission Statement of the Board of Trustees. Motion carried. (4 ayes, 1 absent [Davis])

Mission Statement of the Board  
of Trustees

### Teaching and Learning

Blumenthal/Figueroa moved that the Board of Trustees approve the revised District General Educational Student Learning Outcomes. Motion carried. (4 ayes, 1 absent [Davis])

Proposed Adoption of Revised  
General Education Student  
Learning Outcomes

### Resources

Takano/Figueroa moved that the Board of Trustees approve the property use agreement with A-10 Advisors. Motion carried. (4 ayes, 1 absent [Davis])

Property Use Agreement to  
establish Norco Trading Post  
with A-10 Advisors

### Facilities

Blumenthal/Figueroa moved that the Board of Trustees: (1) approve project Change Order No. 4 with J.M. Farnan in the amount totaling \$3,537; and (2) approve the change order in excess of ten percent by a total of \$47,187. Motion carried. (4 ayes, 1 absent [Davis])

Change Order 4 for Culinary  
Arts Academy and District  
Office with J.M. Farnan

Blumenthal/Figueroa moved that the Board of Trustees approve (1) a retention reduction for BEC, Inc. from ten percent to five percent; and (2) release five percent of the current retention withheld for services rendered by BEC, Inc.; and (3) approve project Change Order No. 4 with Elljay Acoustics, Inc. in the amount totaling \$30,602; and (4) approve the change order for Elljay Acoustics, Inc. in excess of ten percent by a total of \$11,978.40. Motion carried. (4 ayes, 1 absent [Davis])

Retention Reduction for BEC,  
Inc. and Change Order 4 with  
Elljay Acoustics, Inc. for  
Nursing Science Building

VICE CHANCELLORS

Blumenthal/Figueroa moved that the Board of Trustees approve Resolution No. 04-12/13 designating certain volunteers as employees, and amended Paragraph 5, 1-C deleting the word “normally,” and changing the sentence to read, “Persons requested by faculty members, and approved by the Dean of Instruction, or designee, to assist in tasks not performed by the classified staff.” Motion carried. (4 ayes, 1 absent [Davis])

Resolution No. 4-12/13  
Designating Certain Volunteers  
as Employees

ACADEMIC SENATE REPORTS

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

Moreno Valley College

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

Norco College and Riverside  
Community College District

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

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teachers  
Association

Mr. Eric Muehlebach, President, CSEA, presented the report on behalf of the CSEA.

CSEA – California School  
Employees Association

The Board adjourned the meeting to closed session at 8:33 p.m. to consider the following closed session items:

ADJOURN TO CLOSED SESSION

In the matter of Hernandez v. Riverside Community College District, the Board voted to approve a settlement in the amount of \$366,275.00. Motion carried. (4 ayes, 1 absent [Davis])

Conference with Legal Counsel  
– Existing Litigation (CA Gov.  
Code Section 54956.9(a) –  
Hernandez v. Riverside  
Community College District

In the matter of Conference with Labor Negotiator, District Negotiator, Bradley Neufeld, and Unrepresented Employee: Chancellor, no action was taken.

Closed Session Pursuant to  
Government Code Section  
54957.6 Conference with Labor  
Negotiator, District Negotiator:  
Bradley Neufeld, Gresham  
Savage, Unrepresented Employee:  
“Chancellor”

The Board reconvened from closed session at 10:57 p.m. and adjourned the meeting at 11:00 p.m.

RECONVENED/ADJOURNED



## Agenda Item (II-B)

Meeting	11/20/2012 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of October 2, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the October 2, 2012 Board of Trustees Regular/Committee meeting minutes as prepared.

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

### Attachments:

[100212\\_Minutes](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR  
AND COMMITTEE MEETINGS OF THE GOVERNANCE,  
TEACHING AND LEARNING, PLANNING AND OPERATIONS,  
RESOURCES, AND FACILITIES COMMITTEES  
OF OCTOBER 2, 2012

President Green called the Board of Trustees meeting to order at 6:00 p.m., in the Bradshaw Building-Hall of Fame, Riverside City College, 2001 Third Street, Norco, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President  
Sam Davis, Secretary  
Mary Figueroa, Board Member  
Janet Green, President  
Mark Takano, Board Member (arrived at 6:12 p.m.)  
Noemi Jubaer, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Cynthia Azari, President, Riverside City College  
Dr. Paul Parnell, President, Norco College  
Dr. Cordell Briggs, Interim Vice President, Academic Affairs,  
Moreno Valley College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications  
and Relations  
Mr. Aaron Brown, Associate Vice Chancellor, Finance

Student Trustee Noemi Jubaer led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Student Kari Morrison made comments about her positive experiences and opportunities at Riverside City College while taking her paralegal courses and obtaining her associates degree. She also thanked her professors for their support in encouraging her to attend law school.

COMMENTS FROM THE PUBLIC

RCC Student Noel Dias made comments on college expenditures and stated that money is spent on unneeded items which are not being utilized by students and faculty. She also expressed the need to extend the period for students to drop classes by an additional week.

Student Nicolas Gil stated that he works and attends school full-time and it is very difficult to obtain all the classes he needs for the physicians assistants program. He also mentioned that the English lab hours need to be expanded.



Student Steven Delao made comments on the RCC student writing center and how cumbersome it is to log-on to the system and access Microsoft Word.

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 6:29 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services; Academic Senate Representatives: Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College) and Ms. Peggy Campo (Norco College); CTA Representative: Ms. Sarah Burnett; and Management Representative: Ms. Colleen Molko.

## TEACHING AND LEARNING

Dr. David Torres, dean, institutional research, led the committee review of the findings of the Accountability Reporting for Community Colleges report issued by the California Community Colleges Chancellor's office in March 2012, and RCCD's institutional response to the findings that will be presented to the Board for their consideration on October 16 at the regular meeting. Trustee Davis requested data breakdowns by ethnicity. Discussion followed.

Report on Accountability for Community Colleges 2012

Mr. Richard Keeler, dean, grants, and Ms. Colleen Molko, director, grants, reviewed the Master Submission Schedule for the 2012-13 academic year. Discussion followed

Report on 2012-2013 Grant Master Submission Schedule

The committee adjourned the meeting at 6:59 p.m.

The Resources Committee Chair Mark Takano convened the meeting at 7:00 p.m. Committee members in attendance: Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representatives: Mr. Sal Soto (Moreno Valley College), Mr. Jason Rey (Norco College) and Dr. Ward Schinke (Riverside City College); CSEA Representative: Mr. Gustavo Segura; and Management Representative: Mr. Julio Cruz.

## RESOURCES COMMITTEE

Mr. Orin Williams led the committee review of the project budget in the amount of \$1,207,083; and the borrowing of Measure C funds in the amount of \$762,369 for the project at Norco College that will be presented to the Board for approval at the October 16 regular Board meeting. Discussion followed.

Tentative Project Budget and Borrowing of Measure C Funds for Science Technology Engineering and Mathematics Center Renovation Project

Mr. Williams and Mr. Laurens Thurman, District consultant, led the committee review of the project budget in the amount of \$3,110,000; borrowing of Measure C funds in the amount of \$450,000; and a contract in the amount of

Project Budget, Borrowing of Measure C Funds, and Agreement with UTC Power Corporation for Fuel Cell Installation Project

\$2,896,400 with UTC Power Corporation for the Fuel Cell Installation project at Norco College that will be presented to the Board for approval at the October 16 regular Board meeting. Discussion followed.

The committee adjourned the meeting at 7:28 p.m.

Adjourned

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 7:29 p.m. Committee members in attendance: Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction; Academic Senate Representatives: Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College), Mr. Tom Wagner (Norco College) and Mr. Steve Brewster (Riverside City College); CTA Representative: Mr. Chris Rocco (Moreno Valley College); CSEA Representative: Mr. Gustavo Segura; and Management Representative: Mr. George Walters.

FACILITIES COMMITTEE

Mr. Williams led the committee review of an amendment with Hill Partnership, Inc. in the amount of \$3,470 for additional architectural and engineering services for the Norco Operations Center project that that will be presented to the Board for approval at the October 16 regular Board meeting. Discussion followed

Amendment 6 for Norco Operations Center with Hill Partnership, Inc.

Mr. Williams led the committee review of a change order with LSC Construction in the amount of \$13,513; and a change order in excess of ten percent by a total of \$5,263 for the Alumni Carriage House Restoration project that will be presented to the Board for approval at the October 16 regular Board meeting. Discussion followed.

Change Order 1 for Alumni Carriage House Restoration with LSC Construction

The Board adjourned the meeting at 7:33 p.m.

ADJOURNMENT



## Agenda Item (II-C)

Meeting	11/20/2012 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Regular Meeting of October 16, 2012
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the October 16, 2012 Board of Trustees Regular meeting minutes as prepared.

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

### Attachments:

[101612\\_Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF OCTOBER 16, 2012

President Green called the regular meeting of the Board of CALL TO ORDER  
Trustees to order at 6:00 p.m., in the O.W. Noble  
Administrative Center, Board Room AD 122, Riverside  
City College, 4800 Magnolia Avenue, Riverside,  
California 92506

Trustees Present

Virginia Blumenthal, Vice President  
Sam Davis, Secretary  
Mary Figueroa, Board Member  
Janet Green, President  
Noemi Jubaer, Student Trustee

Trustees Absent

Mark Takano (excused)

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Sandra Mayo, President, Moreno Valley College  
Dr. Wolde-Ab Isaac, Vice President, Academic Affairs, Riverside City College  
Dr. Debbie DiThomas, Vice President, Student Services, Norco College  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications  
and Relations  
Ms. Chris Carlson, Chief of Staff  
Dr. Sharon Crasnow, President, Academic Senate Representative, District and Norco College  
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley College  
Mr. Lee Nelson, Academic Senate Representative, Riverside City College  
Dr. Dariush Haghghat President, Riverside, CTA  
Mr. Eric Muehlebach, President, CSEA

Guests Present:

Mr. Derrick Johnson, Athletic Director, Riverside City College  
Mr. Gary Locke, Associate Professor, Music, Riverside City College  
Ms. Shari Yates, Associate Professor, Early Childhood Education, Riverside City College

Student Trustee Noemi Jubaer led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Figueroa/Blumenthal moved that the Board of  
Trustees approve Trustee Takano's absence as  
excused. Motion carried. (4 ayes, 1 absent [Takano])

MOTION TO EXCUSE TRUSTEE'S  
ABSENCE

Figueroa/Blumenthal moved that the Board of  
Trustees approve the minutes of the Board of Trustees  
Regular/Committee Meeting of September 4, 2012.  
Motion carried. (4 ayes, 1 absent [Takano])

MINUTES OF THE BOARD OF  
TRUSTEES REGULAR/COMMITTEE  
MEETING OF SEPTEMBER 4, 2012

By consensus of the Board of Trustees, the minutes of the September 18, 2012 regular Board of Trustees Meeting were tabled until the November 20, 2012 regular meeting of the Board of Trustees for the purpose of making corrections.

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF SEPTEMBER 18, 2012

Blumenthal/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of September 20, 2012. Motion carried. (4 ayes, 1 absent [Takano])

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF THE SEPTEMBER 20, 2012

Blumenthal/Figueroa moved that the Board of Trustees approve moving agenda item XII-A, "Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee" to be heard prior to the Chancellor's Reports. Motion carried. (4 ayes, 1 absent [Takano])

MOTION TO AMEND AGENDA

Mr. Richard Chavez, Chair, RCCD Citizens' Bond Oversight Committee, reported on the 2011-12 Annual Report and provided committee updates.

Presentation of Annual Report By Measure C Citizens' Bond Oversight Committee

Blumenthal/Figueroa moved that the Board of Trustees accept the RCCD Measure C Citizens' Bond Oversight Committee 2011/12 Annual Report. Motion carried. (4 ayes, 1 absent [Takano])

Students Mr. Doug Figueroa, Mr. Gary Dell'Osso, Mr. Erik Salinas, Mr. Micah Carlson, Mr. Steven McCann, Mr. Miguel Bagsit, Ms. Sabrina Hodge, and Mr. Argie Hill voiced their support for Proposition 30 on the November 6, 2012 election ballot. In the event of the proposition's failure to pass, students asked that when considering future budget cuts, the District find ways to do so without cutting more classes or student services.

PUBLIC COMMENTS

CHANCELLOR'S REPORTS

Presentations

Associate Professor of Music/ Director of the RCC Marching Tigers, Gary Locke, provided a presentation on the Drum Line's past activities and competitions leading up to the Winter Guard International Championships being held at the University of Dayton, Ohio, in April, 2013.

Presentation on RCC Drum Line Winning 2012 National Championship

Mr. Derrick Johnson, Athletic Director, Riverside City College, introduced student Andrea Antonissen, a two-year all-American in swimming and water polo, noting she led her

Presentation of Student Award for State Women's Athlete of the Year Water Polo

team to two consecutive state championships in women's water polo, was named by the state as MVP for swimming and water polo, and named the most outstanding community college female athlete. Ms. Antonissen was given an award for her accomplishments.

Ms. Shari Yates, Associate Professor, Early Childhood Education, provided a demonstration of the concept of Theory of Mind (a person's theory of what other people might be thinking) and how it develops in children.

Mr. Jim Parsons showed a rough cut of a 10-minute promotional/information video that will be available in the future for use by colleges and departments and viewable on colleges and district websites and through social media platforms such as youtube.com.

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

Student Trustee Noemi Jubaer presented the report about recent and future student activities at Norco and Moreno Valley Colleges and Riverside Community College District.

Five to Thrive Presentation – Faculty Presentation by Ms. Shari Yates, Associate Professor, Early Childhood Education

Screening of RCCD General Promotional Video Short

Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

## STUDENT REPORT

## CONSENT ITEMS

### Action

Figueroa/Davis moved that the Board of Trustees:

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

Academic Personnel

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

Classified Personnel

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

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,940,171 and District Warrant Claims totaling \$5,514,068;

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as presented;

Budget Adjustments

Approve adding the revenue and expenditures of \$4,900 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 06-12/13 Southern California Edison Easement Norco College

Approve the purchase of office, classroom, health, athletic, technology and furniture supplies from OfficeMax, utilizing the Oakland Unified School District Contract No. 08-09/06 through June 30, 2013.

Purchase Office, Classroom, Health, Athletic, Technology and Furniture Supplies from OfficeMax, Utilizing the Oakland Unified School District Contract No. 08-09/06

Award the ADA Transition Plan Implementation Project - Phase 1 Barrier Removal for Moreno Valley and Norco Colleges – Trade Categories 1-6, for the total bid amount of \$1,277,000 to the contractors listed and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreements;

Bid Awards for the ADA Transition Plan Implementation Project – Phase 1 Barrier Removal for Moreno Valley and Norco Colleges – Trade Categories 1-6

Approve the purchase of information technology equipment software and services from NEC Corporation of America, Inc., utilizing GSA Contract Number GS-35F-0511T through June 26, 2017;

Purchase Information Technology Equipment Software and Services from NEC Corporation of America, Inc., Utilizing U.S. General Services Administration (GSA) Contract No. GS-35F-0511T

Ratify contracts totaling \$504,558;

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

Approve the agreement between Riverside Community College District and the Riverside County Superintendent of Schools for the period July 1, 2012 through June 30, 2013, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with the Riverside County Superintendent of Schools – Galaxy System

Approve the Contract Agreement C12-0031 (CalWORKS Set-A-Side), for the time frame of November 1, 2012 through October 31, 2013, in the amount of \$80,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Contract Agreement No. C12-0031 between Chancellor's Office, California Community Colleges and Riverside Community College District

Approve the out-of-state travel;

Out-of-State Travel

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

Notices of Completion

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

According to Board Policy 7350, the Chancellor has approved the following resignation: Mr. Chuck Abernathy, Clerk Typist, effective October 10, 2012, for non-continuance of probation period.

Davis/Blumenthal moved that the Board of Trustees accept the findings of the report. Motion carried. (4 ayes, 1 absent [Takano])

Figueroa/Blumenthal moved that the Board of Trustees approve the Science Technology Engineering and Mathematics Center Renovation project at the Norco College, the project budget in the amount of \$1,207,083, and the borrowing of Measure C funds in the amount of \$762,369 for the STEM Center Renovation Project while awaiting annual reimbursement from the Department of Education. Motion carried (4 ayes, 1 absent [Takano])

Figueroa/Davis moved that the Board of Trustees approve the project budget in the amount of \$3,110,000, the borrowing of Measure C funds in the amount of \$450,000; and approve a contract in the amount of \$2,896,400 with UTC Power Corporation. Motion carried. (4 ayes, 1 absent [Takano])

Blumenthal/Figueroa moved that the Board of Trustees approve project Change Order 1 with LSC Construction in the amount totaling \$13,513; and the change order in excess of ten percent by a total of \$5,263. Motion carried. (4 ayes, 1 absent [Takano])

Blumenthal/Figueroa moved that the Board of Trustees approve Amendment 6 with Hill Partnership, Inc. in the amount of \$3,470 for additional architectural and engineering services. Motion carried. (4 ayes, 1 absent [Takano])

## Information

### Separations

## BOARD COMMITTEE REPORTS

### Teaching and Learning

Report on Accountability for Community Colleges 2012

### Resources

Tentative Project Budget and Borrowing of Measure C Funds for Science Technology Engineering and Mathematics Center Renovation Project

Project Budget, Borrowing of Measure C Funds, and Agreement with UTC Power Corporation for Fuel Cell Installation Project

### Facilities

Change Order 1 for Alumni Carriage House Restoration with LSC Construction

Amendment 6 for Norco Operations Center with Hill Partnership, Inc.



ACADEMIC SENATE REPORTS

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

Moreno Valley College

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

Norco College and Riverside Community College District

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

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teachers Association

Mr. Eric Muehlebach, President, CSEA, presented the report on behalf of the CSEA.

CSEA – California School Employees Association

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

ADJOURNED



## Agenda Item (II-D)

Meeting	11/20/2012 - Regular
Agenda Item	Approval of Minutes (II-D)
Subject	Minutes of the Board of Trustees Special Meeting of October 23, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the October 23, 2012 Board of Trustees Special meeting minutes as prepared.

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

### Attachments:

[102312\\_MIN](#)

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING OF OCTOBER 23, 2012

President Green called the special meeting of the Board of Trustees to order at 5:47 p.m., the Bradshaw Building-Hall of Fame, Riverside City College, 4800 Magnolia Avenue, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President  
Samuel Davis, Secretary  
Mary Figueroa, Trustee  
Janet Green, President

Trustees Absent

Mark Takano  
Noemi Jubaer, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. Cynthia Azari, President, Riverside City College  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Ms. Chris Carlson, Chief of Staff

BUSINESS FROM BOARD  
MEMBERS

Davis/Blumenthal moved that the Board of Trustees recommend Board President Janet Green to an Association of Community College Trustees (ACCT) 2013 Associate Committee.  
Motion carried. (4 ayes, 1 absent [Takano])

Board of Trustees Nomination  
for 2013 Associate Committee  
for the Association of  
Community College Trustees

The Board adjourned the meeting at 5:49 p.m.

ADJOURNMENT



## Agenda Item (II-E)

Meeting	11/20/2012 - Regular
Agenda Item	Approval of Minutes (II-E)
Subject	Minutes of the Board of Trustees Special Joint Board Meeting between Riverside Community College District and Riverside Unified School District of October 23, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the October 23, 2012 Board of Trustees Special Joint Board meeting minutes as prepared.

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

### Attachments:

[102312\\_Special\\_Joint\\_Mtg\\_MIN](#)

MINUTES OF THE SPECIAL JOINT BOARD OF TRUSTEES MEETING  
WITH RIVERSIDE UNIFIED SCHOOL DISTRICT  
OF OCTOBER 23, 2012

President Green called the special joint meeting of the Board of Trustees and Riverside Unified School District Board to order at 6:00 p.m., in the Bradshaw Building-Hall of Fame at Riverside City College, 4800 Magnolia Avenue, Riverside, California

CALL TO ORDER

Riverside Community College District Trustees Present

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

Trustees Absent

Mark Takano, Board Member  
Noemi Jubaer, Student Trustee

Riverside Unified School District Trustees Present

Gayle Cloud, President  
Charles L. Beaty, Vice President  
Kathy Allavie, Clerk  
Tom Hunt, Board Member  
Patricia Lock-Dawson, Board Member

Trustees Absent

Riverside Community College District Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Cynthia Azari, President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Dr. Ed Bush, Vice President, Student Services, Riverside City College  
Dr. Shelagh Camak, Executive Dean, Workforce Development and Student Support Services, Riverside City College  
Ms. Cindy Taylor, Director, Community in Learning Partnership, Riverside City College

Riverside Unified School District Staff Present

Dr. Rick Miller, District Superintendent  
Mr. Michael Fine, Deputy Superintendent, Business Services and Governmental Relations  
Mrs. Cheryl Simmons, Interim Assistant Superintendent, Instruction Services 7-12  
Mr. Chuck Hiroto, Director, Instructional Services, 7-12  
Ms. Jamie Angulo, Principal, Ramona High School  
Ms. Cheryl Anderson, Executive Assistant

Trustee Gayle Cloud led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Cindy Taylor provided an information report on Completion Counts, Riverside's partnership to raise college graduation rates. Discussion followed.

UPDATE ON COMPLETION COUNTS

Dr. Azari provided an update report on the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts. Discussion followed.

UPDATE ON THE HENRY W. COIL,  
SR. AND ALICE EDNA COIL SCHOOL  
FOR THE ARTS

Dr. Azari provided information on the Mission Statement for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts. Discussion followed.

MISSION STATEMENT FOR THE  
HENRY W. COIL, SR. AND ALICE  
EDNA COIL SCHOOL FOR THE ARTS

The Joint Meeting of the RCCD and RUSD Boards was adjourned at 7:16 p.m.

ADJOURNED



## Agenda Item (IV-A)

Meeting 11/20/2012 - Regular  
Agenda Item Chancellor's Reports (IV-A)  
Subject Chancellor's Communications  
College/District District  
Information Only

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### Background Narrative:

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

Prepared By: Greg Gray, Chancellor

### Attachments:



## Agenda Item (IV-B)

Meeting	11/20/2012 - Regular
Agenda Item	Chancellor's Reports (IV-B)
Subject	Student Presentations on the Public Safety Education and Training Programs at Ben Clark Training Center
College/District	Moreno Valley

Information Only

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### Background Narrative:

Fire Technology Presentation: The Fire Academy at Ben Clark Training Center is open to anyone at least 18 year of age and provides basic knowledge of fire service operations and knowledge of entry level skills required by most fire departments. While attending the full-time academy, students complete 19 units that are applicable towards an associate's degree. Graduate, Megan Bower, completed the part time Fire Academy in June 2011 that was made possible through a Title V grant. Megan is currently a reserve with Riverside County Fire and works as a dispatcher for their Primary Safety Answering Point (PSAP).

Law Enforcement Presentation: Some of the educational programs offered in the law enforcement programs include: Basic Peace Officer Training Academy (Intensive & Modular), Basic Correctional Deputy Academy, Probation Officer Training, Juvenile Correctional Counselor Training, Advanced Officer Training, Dispatcher Training, Homeland Security Training, PC 832 -Arrest, Search & Seizure and Firearms as well as preparation courses in wellness and pre-academy. Recent graduate, Manuel Hurtado, graduated from the Basic Law Academy Class #187 in August 2012. He attended the Pre-Academy Learning Community that was created through Title V grants. He is currently completing the final hiring stages for Riverside Police Department.

EMS Presentation: The Moreno Valley College EMS Academy at Ben Clark Training Center is a nationally recognized program that educates and inspires more than 450 EMT and 30 paramedic cadets each year. These men and women are hired by local fire departments, ambulance services and emergency rooms throughout Riverside County. Graduates have been recognized both locally and nationally. Jim Lambert was a graduate of class 5 and was recognized for his valor by the United States Air Force. Mr. Lambert received the Bronze Star with valor for his heroic actions in Afghanistan and was the guest speaker for the outgoing paramedic class. His presentation will be on the values and qualities that he learned in the EMS Academy at Ben Clark Training Center and how it shaped his professional and military career.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Carmen Payne, Secretary IV

### Attachments:

[Fire Technology Presentation](#)  
[Law Enforcement Presentation](#)  
[EMS Presentation](#)











## Agenda Item (IV-C)

Meeting	11/20/2012 - Regular
Agenda Item	Chancellor's Reports (IV-C)
Subject	Five to Thrive Presentation led by Dr. Travis Gibbs, Professor of Psychology
College/District	Moreno Valley
Information Only	

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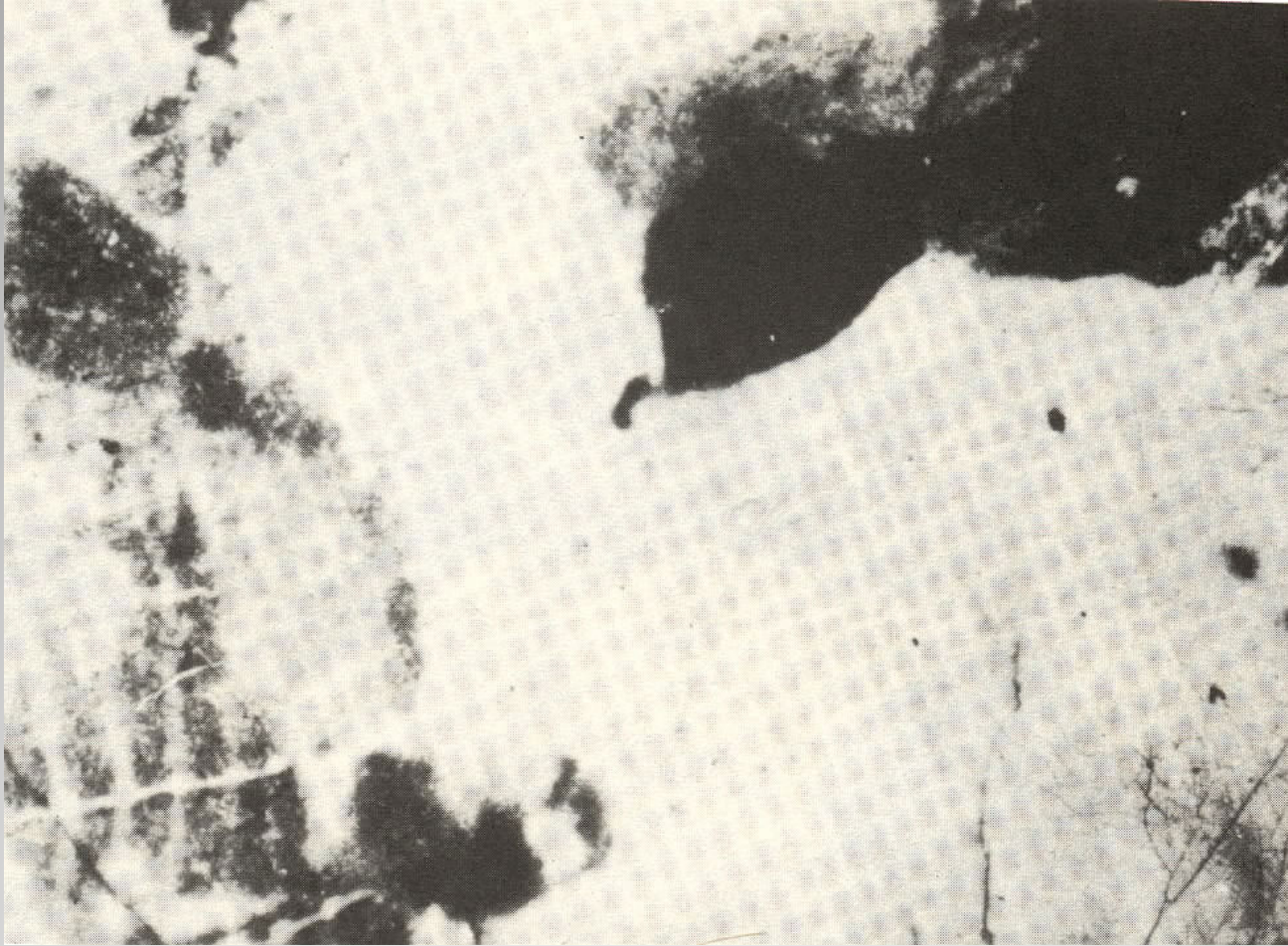
### Background Narrative:

Unlearning may be the biggest challenge in changing individual or organizational direction. Current research on the neurology of behavior and mental processes suggests much more neurological mutability than was once thought. It just may be that sustainable change means changing our minds, which can change the brain's neurology, rendering some old neurological patterns moot and allowing new neurological patterns to emerge. Such "brain change" can make new behaviors and mental processes much more "sticky" rather than ephemeral, freeing us from the past, bringing us to the present, and allowing us to create a cleaner, more cooperation-driven future.

Prepared By: Greg Gray, Chancellor

### Attachments:

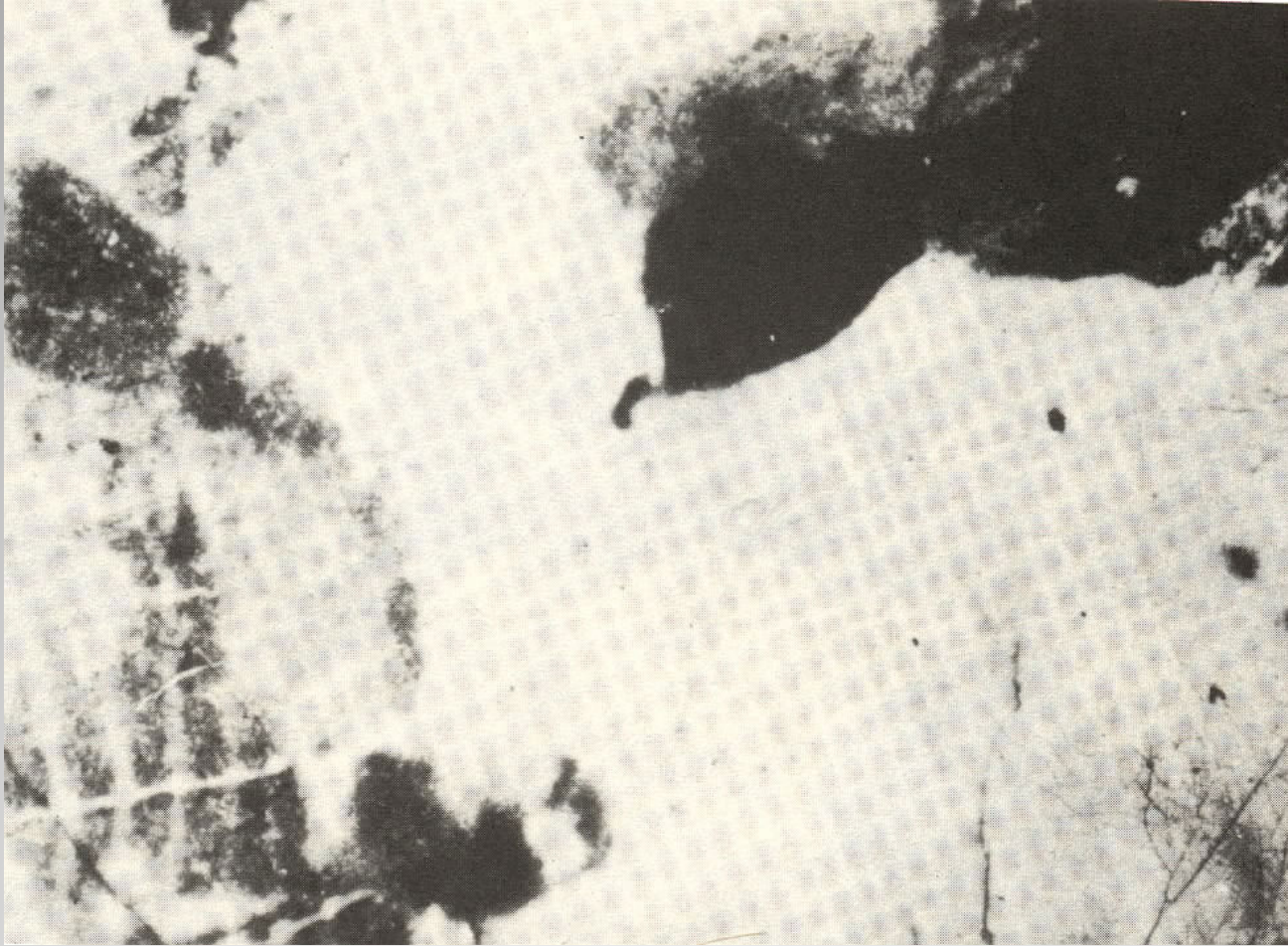
[Dr. Gibbs Presentation](#)



**Ambiguous Figure**

# Now do the Cognitive/Emotional Etch-A-Sketch®

Trademark of the Ohio Art Company



**Sacred Cow**

# Thriving in the 21<sup>st</sup> Century

The illiterate of the 21st century will not be those who cannot read and write, but those who cannot learn, unlearn, and relearn.

Alvin Toffler

- *Let's call it LUR*



# LUR and Who or What is Running the Show?

*Things are in the saddle, and ride mankind.*

Ralph Waldo Emerson

*Meanings are not determined by situations, but we determine ourselves by the meanings we give to situations.* Alfred Adler

- Experience can contaminate awareness!

# LUR: Who's Running the Show?

Characters by George Lucas, Lucas Films



# LUR: How to Muck Up Interactions

The four riders of the relationship apocalypse:

- Withdrawal
- Criticism
- Defensiveness
- Contempt.

J.M. Gottman, 1994

# LUR and Changing: Getting to Zero

**First Mind:** Reactive, lizard brain, pressure relief

**Second Mind:** Reactive and proactive, learning,  
experiential, entertaining

**Third Mind:** “Empty,” *Seeing*

“Mind the sword. Mind the people watch. Mind the  
enemy. Too many mind. No mind.”

Nobutada to Algren in *The Last Samurai*

## LUR and Changing: Reframe the Mind, Reframe the Brain's Neurology

**Listening:** One cannot listen and maintain an internal dialogue

**Fuhgeddaboutit:** A “fact” might be immutable, but interpretations can be dynamic. Change one’s interpretation and one’s biology can follow suit

**Humor:** One cannot be sad or mad and laugh at the same time

**Wait for it:** One cannot put anything into a full cup (well, without creating a mess)

## **LUR and Changing: Reframe the Mind, Reframe the Brain's Neurology**

The realization of “I am” had a major impact on awareness and biology. Think about the impact if we realize “We are.”

# LUR: The Role of Vision and Action

The best time to plant a tree was twenty years ago.  
The second best time is now.

Chinese Proverb

Vision without action is a daydream. Action without vision is a nightmare.

Japanese Proverb

# LUR and Going the Distance

If you want to go fast, go alone. If you want to go far, go together.

African proverb





## Agenda Item (IV-D)

Meeting	11/20/2012 - Regular
Agenda Item	Chancellor's Reports (IV-D)
Subject	Future Monthly Committee Agenda Planner and Annual Master Planning Calendar
College/District	District
Information Only	

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### Background Narrative:

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

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

### Attachments:

[Future Monthly Planner and Annual Master Planning Calendar\\_112012](#)

**Event Calendaring for Board of Trustees  
December 2012**

DATE	TIME	EVENT	LOCATION	COLLEGE/ CENTER	EVENT TYPE	LEAD CONTACT	INVITE SENT	RSVP'd
	5-7:30 PM	Chancellor's Holiday Reception	The Gray's Home, 1225 Via Vallarta, Riverside, CA 92506	District	Social			Board of Trustees
4-Dec	6:00 PM	Board of Trustees Regular/Committee Mtgs and Annual Organizational Meeting	Center for Student Success, Room 217	NC	Board Meeting			Board of Trustees
7-Dec	2:00-4:00 PM	Moreno Valley College Holiday Reception	Student Services 101	MVC	Social			
11-Dec	6:00 PM	Regular Board Meeting	Center for Student Success, Room 217	NC	Board Meeting			Board of Trustees
22-31 Dec.		WINTER BREAK (DISTRICT CLOSED)						

**RECOMMENDED 2012-13 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR**

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



## Agenda Item (V-A)

Meeting 11/20/2012 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

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### Background Narrative:

Student Trustee Noemi Jubaer will be presenting the report about the recent and future student activities at Norco College, Riverside City College, and Riverside Community College District.

Prepared By: Chris Carlson, Chief of Staff

### Attachments:

[Student Reports \\_112112](#)



## **MORENO VALLEY COLLEGE ASSOCIATED STUDENTS BOARD REPORT**

- Tuesday, October 16, ASMVC hosted the fall Blood Drive. We were scheduled to have 3-Blood mobiles on campus but due to mechanical problem, (the bus “broke-down” 5 blocks from the college), we only had 2. Approximately 120 were “good” collects for the drive
- Friday October 19<sup>th</sup> – Sunday, October 21<sup>st</sup>, Moreno Valley College Student Government attended the Annual Fall Student Leadership Conference hosted by the California Community College Student Affairs Association, (CCCSAA) at the L.A Hilton. Five (5) student leaders attended. The conference was informative, educational, and it gave each student in attendance the opportunity to network with other student representatives among the 52 community colleges in attendance
- On Friday, October 26, Moreno Valley College Students hosted the Annual “Halloween Valley” for the surrounding community children and our college community. “Superheroes” was the theme for this year and, 9 out of 15 college clubs participated by decorating a door, hosting games and having a fundraiser
- October 29 – November 3, Moreno Valley College Student Government held “Spirit Week” where 7 students, (3-females and 4-males) competed for the honor of being crowned the Moreno Valley College “Homecoming King and Queen”. Ms. Patrice Keeton, representing the Human Services Club is the MVC Queen and Mr. Joshua Thompson, representing the Karate Club is the MVC King
- Thursday, November 1<sup>st</sup>, Moreno Valley College Student Government in collaboration with the Moreno Valley College Puente Club presented an “Altar” in recognition of the “Day of the Dead” event
- November 2-4, the Moreno Valley College Student Representatives attended The Student Senate for California Community College, (SSCCC) Fall General Assembly where 70 of 112 Community Colleges were in attendance. Debates and collaboration on issues facing Community Colleges were discussed over the weekend. Five (5) student representatives were in attendance from Moreno Valley College
- Thursday, November 8, Moreno Valley College Student Government hosted a celebration honoring the Veterans. Approximately 150 small “American Flags” will placed in the Plaza along with the American Flag hanging on the Lion’s Den Patio. During the “college hour”, “Patriotic Music” was played and 3-student Veterans shared personal stories of their experiences in the services; each Veteran in attendance participated in an “opportunity drawing” where “embroidered blankets” of each of the branches were given to the selected winner; at the end of the event, an “all American meal was served consisting of Hot Dogs, Hamburgers, Potato Chips and Apple Pie
- Tuesday, November 13, Moreno Valley Student Government hosted a Native American Celebration Day. The guest speaker was Mr. Brandon Duran, a former student and current student at UCR, shared personal stories and informed students about the history of his tribe.
- Tuesday, November 20<sup>th</sup>, Moreno Valley College Student Government will host a “Thanksgiving Day Celebration” where the MVC Chorale will perform in front of the campus during the college hour. That afternoon in collaboration with the Human Services Club, Moreno Valley College Student Government members will deliver food baskets to approximately 130 families in need in the Moreno Valley community for the Holiday Season.



The Associated Student of Norco College completed their Annual Harvest Festival on October 29, 2012. This year there were over 2,000 children that attended the event with their families. At this event we had a total of 13 clubs / organizations participate. Some of the clubs/organizations invited vendors to attend on their behalf in hopes of raising money for their group. Some of the vendors who participated are Jamba Juice, John's Incredible Pizza, and The Taco Man. For those clubs/organizations that did not bring in a vendor, they did sale items such as water, coffee, glow sticks, offered face painting, and cinnamon rolls.

Once again this was a very successful event hosted by the Associated Students of Norco College. However, this event could not have taken place if it were not for the support of our Academic Senate members, faculty, staff, administrators and students for donating candy.

The Associated Students also celebrated Veterans day with a guest speaker and relay race. The Campus Activities Committee along with Norco's Veterans Services worked together to create a fun and inspiring week of events.

At this time, The Associated Students are preparing for the annual Angel Tree event which is hosted by our Puente Organization on campus. Every year, we collect angels from our head-start students which have a gift of choice on them. Everyone on campus participates and buys gifts for the children.

The Associated Students are also preparing for our annual adopt a child, where clubs/ organizations adopt a family who has children. These families are of low income who cannot afford to buy gifts for their own, so the students of Norco College dress up and play Santa Claus for these families. Last year, the Alpha Gamma Sigma Honor Society (AGS) adopted 5 families and a total of 9 children. Each child got two outfits, socks, shoes, a jacket, and five toys. Each family also received Christmas Trees, decorations and a Christmas dinner. It is the hope of ASNC to continue the legacy that AGS has started.

Lastly, the Associated Students along with T3P organization are conducting our annual food drive. This event started about a week ago, and is beginning to get on its way. The Associated Students of Norco College including all of the clubs and organizations are really reaching out to those in need this holiday season, and plan on making sure we can help has many families as we can.

# ASSOCIATED STUDENTS of riverside city college



November 2012

Board of Trustees Student Monthly Report

We are well into our fall semester and RCC students have been extremely involved with hosting several legislative events, participating in educational activities, and hosting many fun activities for the our students.

The following are highlights leading up to the November Board of Trustees Meeting:

- ASRCC took a stance early on in the semester to support **Proposition 30** and get students educated to vote. We held several forums and facilitated in-classroom presentations. We also held live online voter registration by placing several laptops in front of Admissions & Records and we were able to register over 400 students online in one week.
- One of our strongest and most effective clubs on campus, Active Minds, received the “**Chapter Innovation Award**” from Active Minds, Inc. This is a national award and Active Minds at RCC competed against over 350 universities and community colleges nationwide and Canada. This award was given for the clubs innovation in programs and student outreach for the 2011/2012-year.
- Our Multi Cultural Advisory Council held several educational and fun events including “Diversity Week,” “Oktoberfest,” “International Week,” and “El Dia de los Muertos.”
- Our Board of Commissioners was busy hosting several fun and educational events such as a “Breast Cancer Awareness Day,” Mental Health Awareness Week,” our annual Halloween Activities- Community Halloween Town, costume contest, pumpkin carving and scarecrow decorating contests.
- Riverside City College hosted fun **Homecoming** activities along with Moreno Valley College. Throughout the week, we hosted several fun events for our Homecoming King and Queen court raising funds for charity. We had a huge tailgate party turnout with performances from our World Champion band, performing arts and our RCC cheer and dance team. Our activities were based around the theme of “Vegas.”
- ASRCC partnered up with The Veterans Club, Active Minds and food services to present a “Veteran’s Day Showcase” in which we had fun activities and free food for everyone. We brought awareness to the services available to Veterans on campus as well as had a presentation on veterans with Post Traumatic Stress Disorder (PTSD) returning from war and into the college classroom.
- ASRCC participated in walking and raising funds for “Step Out: Walk to Stop Diabetes.”
- We had our 1<sup>st</sup> annual “**Tiger Pride Day**” in which students participated in fun events and we promoted our school colors. Our campus bookstore and food services offered discount to our students wearing orange and black.



## Agenda Item (VI-A-1)

Meeting 11/20/2012 - Regular

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

Subject Academic Personnel

College/District District

Funding

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

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### Background Narrative:

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

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

### Attachments:

[20121120\\_Academic Personnel](#)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: November 20, 2012

1. Appointments

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

The Chancellor recommends approval/ratification for the following appointment(s) and authorizes the Vice Chancellor, Diversity and Human Resources to sign the employment contracts:

a. Management Contract

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
NORCO COLLEGE Farrar, Carol	Dean, Instruction	11/17/12-06/30/14	Z-5

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty  
(None)

2. Separation(s)

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Vazquez, Lynne	Child Development Center Site Supervisor	02/08/13	Personal



## Agenda Item (VI-A-2)

Meeting 11/20/2012 - Regular

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

Subject Classified Personnel

College/District District

Funding

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

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### Background Narrative:

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

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

### Attachments:

[20121120\\_Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: November 20, 2012

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees. The Chancellor recommends the Board of Trustees approve/ratify the following appointments:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
a. Management/Supervisory (None)				
b. Management/Supervisory – Categorically Funded (None)				
c. Classified/Confidential				
DISTRICT				
Bow, James	Information Technology Analyst	11/21/12	O-1	Appointment
Chavez, Ceciley	Computer Technician (Part-Time, 47.5%)	11/27/12	E-1	Appointment
Esqueda, Monica	Casualty Claims Coordinator	11/26/12	N-2	Appointment
d. Classified/Confidential – Categorically Funded				
RIVERSIDE CITY COLLEGE				
Davila, Michelle	Facility Access & Utilization Coordinator	11/21/12	M-1	Promotion
Faircloth, Rebecca	EOPS/CARE Specialist (Part-Time, 75%)	12/03/12	K-5	Promotion
NORCO COLLEGE				
Delgado, Berenice	Grants Administrative Specialist (Part-Time, 75%)	11/26/12	I-1	Appointment

Subject: Classified Personnel

Date: November 20, 2012

2. Request for Temporary Increase in Workload

It is recommended the Board of Trustees approve/ratify the temporary increase in workload for the following individuals. These requests have the approval of the college Presidents.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Dates</u>
Brown, Gregory	Copy Center Operator (Riverside City College)	47.5% to 48.75%	07/01/10-10/12/12
Figueroa, Daisy	Student Services Technician (Riverside City College)	47.5% to 87.5%	10/24/12-11/24/12
Gill, Patricia	Educational Advisor (Norco College)	75% to 100%	11/26/12-06/30/13
Martinez, Ashley	Educational Advisor (Riverside City College)	62.5% to 100%	11/26/12-06/30/13
Terriquez, Jacqueline	Educational Advisor (Riverside City College)	75% to 90%	11/21/12-08/31/13

3. Request for Temporary Decrease in Workload

It is recommended the Board of Trustees approve/ratify the temporary decrease in workload for the following individual. The request has the approval of the college President.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Dates</u>
Payne, Carmen	Administrative Assistant III (Moreno Valley College)	100% to 80%	11/01/12-12/31/13

4. Separation(s)

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Mendoza, Veronica	Risk Management Technician	10/29/12	Personal



## Agenda Item (VI-A-3)

Meeting 11/20/2012 - Regular

Agenda Item Consent Agenda Action (VI-A-3)

Subject Other Personnel

College/District District

Funding

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

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### Background Narrative:

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

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

### Attachments:

[20121120\\_Other Personnel](#)

[20121120\\_Other Personnel\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: November 20, 2012

1. Substitute Assignments

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

2. Short-term Positions

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

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

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

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
Flores, Evelyn	Community Service Aide I	Safety & Police	11/21/12-06/30/13	\$15.45
	Facilities & Planning			
Lambing, Christina	Specialist/Support Svcs	Facilities & Planning	11/13/12-01/11/13	\$22.28
Olson, Matthew	Officer, Safety & Police	College Safety & Police	11/01/12-06/30/13	\$25.66
	Business Development			
Speyer, Eric	Administrative Specialist	Economic Development	01/02/13-02/28/13	\$22.28
<b>MORENO VALLEY COLLEGE</b>				
Lopez, Joe	Custodian	Facilities	10/23/12-06/30/13	\$15.45
	Dental Education Center	Health, Human & Public		
Sides, Arlene	Administrative Assistant	Services	11/19/12-01/17/13	
<b>NORCO COLLEGE</b>				
Castro, Brizeida	Clerk Typist	Student Financial Services	10/17/12-12/17/12	\$16.89
<b>RIVERSIDE CITY COLLEGE</b>				
Austin, James	Groundsperson	Facilities	10/22/12-06/30/13	\$16.89
Juarez, Francisco	Groundsperson	Facilities	10/22/12-06/30/13	\$16.89
Martinez, Pedro	Groundsperson	Facilities	10/22/12-06/30/13	\$16.89
Zendejas, Jr., Peter	Groundsperson	Facilities	10/22/12-06/30/13	\$16.89

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
		Disabled Student		
Castaneda, Alexandra	Interpreter III	Programs & Services	11/21/12-06/30/13	\$27.00
Holder, Cora	Registered Nurse III	Health Services	12/01/12-06/30/13	\$40.00
		Disabled Student		
Partida, Henry	Interpreter II	Programs & Services	11/21/12-06/30/13	\$23.00
		Disabled Student		
Segovia, Lizet	Interpreter Apprentice	Programs & Services	11/21/12-06/30/13	\$11.00
	TriTech Business	Economic Development		
Speyer, Eric	Associate	TriTech	10/22/12-12/31/12	\$24.00
		Diversity & Human		
Tewahaftewa, Antoinette	Office Assistant IV	Resources	01/28/13-01/29/13	\$14.00
Wills, Heidi	Executive Assistant	Finance	11/01/12-11/30/12	\$33.00
MORENO VALLEY COLLEGE				
(None)				
NORCO COLLEGE				
		Business/Engineering/ Information Technology		
Smith, Delia	Lab Aide II		09/08/12-06/30/13**	\$10.00
Viayra, Saul	Tutor IV	TRIO Upward Bound	11/26/12-06/30/13	\$10.00
RIVERSIDE CITY COLLEGE				
Calitri, Angela	SI Leader	Academic Support	11/20/12-06/30/13	\$12.00
		Workforce Preparation/ Completion Counts		
Cardoza, Alfred	Community Liason		01/02/13-06/30/13	\$13.00
		Workforce Preparation/ Completion Counts		
Jimenez, Tanya	Community Liason		01/02/13-06/30/13	\$13.00
		Workforce Preparation/ Completion Counts		
Luna, Pamela	Community Liason		01/02/13-06/30/13	\$13.00
		Workforce Preparation/ Completion Counts		
Perkio, Jacob	Community Liason		01/02/13-06/30/13	\$13.00
Tomazin, Charlotte	Office Assistant IV	School of Nursing	01/02/13-06/30/13	\$14.00



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

Backup Other Personnel  
November 20, 2012  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<u>DISTRICT FUNDS</u>				
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
Olenczuk, Kristen	Student Aide II	Career and Tech Educ	10/24/12	\$ 9.00
MORENO VALLEY COLLEGE				
Abrar, Mohammad	Student Aide I	Tutorial Services	10/22/12	\$ 8.25
Amor, Alexis	Student Aide V	Student Activities Math, Science and Kinesiology	10/05/12	\$ 13.50
Andrikanich, Jillian	Student Aide I	Tutorial Services	09/18/12	\$ 8.00
Blue, Alora	Student Aide I	Tutorial Services	10/22/12	\$ 8.50
Christenson, Michelle	Student Aide IV	Student Activities	10/05/12	\$ 11.00
*Cruz, Hezron	Student Aide III	Early Childhood Educ.	07/03/12	\$ 9.00
Dean, Senselurae	Student Aide I	Library	*07/03/12	\$ 8.00
*Elias Rascon, Karina	Student Aide I	Food Services	*08/28/12	\$ 8.00
Emelina, Albina	Student Aide I	Tutorial Services	10/29/12	\$ 8.25
Fletes, Carlos	Student Aide I	Food Services	07/02/12	\$ 8.00
*Freeman, Monisha	Student Aide I	Early Childhood Educ.	07/03/12	\$ 9.00
Fukushima, Eiko	Student Aide II	Math Lab	08/27/12	\$ 9.25
*Godoy, Karla	Student Aide I	Food Services	07/02/12	\$ 8.00
Gutierrez-Palomo, Josue	Student Aide I	Food Services	09/04/12	\$ 8.00
Harmison, Dominic	Student Aide I	Tutorial Services	10/23/12	\$ 8.50
Hicks, Tamika	Student Aide I	Library	*07/01/12	\$ 8.00
Hjelm, Raquel	Student Aide I	Counseling	08/01/12	\$ 8.00
Jones, Bryce	Student Aide I	Tutorial Services	10/23/12	\$ 8.25
Koepp, Ariel	Student Aide I	Tutorial Services	10/23/12	\$ 8.25
Lazo, Mayra	Student Aide I	Tutorial Services	10/23/12	\$ 8.25
Medina, Rosslyn	Student Aide III	Choral Music	11/02/12	\$ 11.00
*Mendoza, Erica	Student Aide V	Early Childhood Educ.	07/02/12	\$ 13.75
Million, Kristian	Student Aide I	Early Childhood Educ.	07/02/12	\$ 9.00
Montoya, Rachel	Student Aide II	Math Lab	08/27/12	\$ 9.25
Ogden, Nancy	Student Aide I	Early Childhood Educ.	07/01/12	\$ 9.00
Ortiz, Selena	Student Aide I	Food Services	*8/24/12	\$ 8.00
Pawlonek Jr., James	Student Aide I	Tutorial Services	10/23/12	\$ 8.25
Perera, Cecelia	Student Aide I	Early Childhood Educ.	10/24/12	\$ 9.00
Peres-Jaimes, Yarida	Student Aide I	Tutorial Services	10/23/12	\$ 8.25
Rivera, Katy	Student Aide I	Tutorial Services	10/26/12	\$ 8.25
Rivera, Nathan	Student Aide IV	Student Activities	11/01/12	\$ 12.00
Roby, Wendy	Student Aide I	Food Services	07/02/12	\$ 8.00
Ruiz, Diana	Student Aide II	Early Childhood Educ.	07/19/12	\$ 9.00

\*REVISED

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

Backup Other Personnel  
November 20, 2012  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>MORENO VALLEY COLLEGE (Continued)</b>				
Song, Shuang	Student Aide I	Tutorial Services	10/26/12	\$ 8.25
Valerio, Jeanette	Student Aide I	Health Services	08/20/12	\$ 8.00
Veradt, Derek	Student Aide I	Tutorial Services	10/26/12	\$ 8.25
<b>NORCO COLLEGE</b>				
Kavia, Shital	Student Aide II	Tutorial Services	10/22/12	\$ 9.00
Lee, Hakro	Student Aide II	Tutorial Services	10/16/12	\$ 9.00
Martinez, Aaron	Student Aide IV	Tutorial Services	10/16/12	\$ 11.00
McPherson, Devorah	Student Aide I	Calworks/Outreach Arts, Humanities, &	10/25/12	\$ 8.00
Posner, Matthew	Student Aide III	World Languages	07/01/12	\$ 10.00
Salcido, Adam	Student Aide II	Tutorial Services	09/20/12	\$ 9.00
Tu, Calvin	Student Aide III	Tutorial Services	10/16/12	\$ 10.00
Yee, Trevor	Student Aide II	Tutorial Services	10/16/12	\$ 9.00
<b>RIVERSIDE CITY COLLEGE</b>				
Adams, Katrina	Student Aide I	Honors Program	10/05/12	\$ 8.00
Alcaraz, Victor	Student Aide I	Performing Arts / Music Disabled Student	10/24/12	\$ 9.00
Balczo, Nishikant	Student Aide I	Services	10/17/12	\$ 8.00
Castellanos Contreras, Danie	Student Aide I	Performing Arts / Music	10/29/12	\$ 8.00
Castillo, Andrew	Student Aide I	Tutorial Services	11/02/12	\$ 8.00
Cho, Suna	Student Aide I	Performing Arts / Music	11/01/12	\$ 8.00
Cryder, Zachary	Student Aide V	Life Sciences	10/02/12	\$ 12.00
Davalos Jr., Arturo	Student Aide III	Library	10/05/12	\$ 10.00
Derdak, Achraf	Student Aide I	Tutorial Services	10/05/12	\$ 8.00
Dia, Mohamed	Student Aide I	Tutorial Services	10/05/12	\$ 8.00
Elson, Mikaela	Student Aide I	Performing Arts / Music	10/05/12	\$ 8.00
Estrada, Eunice	Student Aide I	Performing Arts / Dance	10/19/12	\$ 8.00
Garcia, Elizabeth	Student Aide I	Performing Arts / Music Center for Communication	10/25/12	\$ 8.25
Gonzalez, DeBrianna	Student Aide I	Excellence	10/24/12	\$ 8.00
Gonzalez, Michael	Student Aide I	Tutorial Services Disabled Student	10/31/12	\$ 8.00
King, Michael	Student Aide I	Services	10/05/12	\$ 8.50
Lloyd, Sarah	Student Aide II	Auxiliary Business Svcs	10/05/12	\$ 9.00
Lovekin, Katherine	Student Aide I	Tutorial Services	10/05/12	\$ 8.00
McMinn, Pauline	Student Aide I	Writing and Reading Ctr	10/05/12	\$ 8.00

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

Backup Other Personnel  
November 20, 2012  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (Continued)				
Miller, Matthew	Student Aide I	Tutorial Services	10/05/12	\$ 8.00
Mora Jr., Octavio	Student Aide I	Performing Arts / Theatre	11/01/12	\$ 8.00
Padilla, Patricia	Student Aide I	Early Childhood Studies	10/24/12	\$ 8.00
Phillips, Eugene	Student Aide I	Performing Arts / Music	10/24/12	\$ 8.25
Pun, Jeanette	Student Aide I	Performing Arts / Music	10/24/12	\$ 8.00
Quintana, Adrian	Student Aide I	Mathematics	10/16/12	\$ 8.00
Raya-Ibarra, Alejandro	Student Aide II	Career and Tech Educ.	10/17/12	\$ 9.00
Reese, Rhobyn	Student Aide I	Tutorial Services	10/05/12	\$ 8.00
Roberts, Christopher	Student Aide I	Library	10/24/12	\$ 8.00
Robinson, Catherine	Student Aide I	Performing Arts / Music	10/22/12	\$ 8.00
Segura, Luis	Student Aide III	Upward Bound	10/17/12	\$ 10.00
Turley, Ryan	Student Aide I	Performing Arts / Theatre	10/05/12	\$ 8.00
Vasquez Jr., Jorge	Student Aide I	Early Childhood Studies	10/05/12	\$ 8.50
Verstappe, Anthony	Student Aide I	Performing Arts / Theatre	10/05/12	\$ 8.00
Wasson, Whitley	Student Aide I	Performing Arts / Music	10/26/12	\$ 8.00
Webb, Angel	Student Aide I	Facilities	10/31/12	\$ 8.00
<u>CATEGORICAL FUNDS</u>				
AMERICA READS PROGRAM				
Jimenez, Marc	Student Aide I	My Learning Studio - RIV	11/02/12	\$ 10.00
AMERICA COUNTS PROGRAM				
Jimenez, Marc	Student Aide I	My Learning Studio - RIV	11/02/12	\$ 10.00
COMMUNITY SERVICE PROGRAM				
Becerra, Monica	Student Aide I	Eastside Cybrary - RIV	10/26/12	\$ 8.50
Chapman, Dawnique	Student Aide I	Early Childhood Educ - MV	10/12/12	\$ 8.75
Dixon, Lucille	Student Aide I	Early Childhood Educ - MV	10/12/12	\$ 8.50
Esqueda, Mayra	Student Aide II	Early Childhood Educ - MV	*07/02/12	\$ 9.25

\*REVISED

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

Backup Other Personnel  
November 20, 2012  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Fernandez, Oliver	Student Aide II	UCR Museum of Photo - RIV	10/19/12	\$ 9.00
COMMUNITY SERVICE PROGRAM (Continued)				
Flud, Anthony	Student Aide I	Food Services - NOR	10/23/12	\$ 8.00
Giron Medina, Rina	Student Aide I	La Sierra Library - RIV Early Childhood Educ -	10/24/12	\$ 8.00
Gonzalez, Yasmeeen	Student Aide II	MV Early Childhood Educ -	10/26/12	\$ 9.00
Hancock, Kimonique	Student Aide I	MV	10/12/12	\$ 8.50
Hernandez, Michael	Student Aide I	Food Services - NOR Early Childhood Educ -	11/06/12	\$ 8.00
Johnson, William	Student Aide I	MV	*07/02/12	\$ 9.00
Lee, Michelle	Student Aide I	The Growing Place - RIV Riverside Metro Museum	10/04/12	\$ 8.50
Makdissi, Elie	Student Aide II	- RIV Early Childhood Educ -	10/26/12	\$ 10.00
McCary, Jing	Student Aide I	MV Riverside Metro Museum	*08/27/12	\$ 8.50
Roberts, Donna	Student Aide II	- RIV	10/19/12	\$ 10.00
Savage, Quentin	Student Aide I	La Sierra Library - RIV	10/26/12	\$ 8.00
Torres, Veronica	Student Aide II	Arts Block-UCR - NOR Early Childhood Educ -	11/06/12	\$ 9.00
Van Der Vegt, Demi	Student Aide I	MV Riverside Transit Agency	10/12/12	\$ 8.75
Williams, Dawn	Student Aide III	- NOR	10/02/12	\$ 10.00
MORENO VALLEY COLLEGE				
*Lartigue, Reishiaena	Student Aide I	Services	*07/09/12	*\$11.00
Allen, Christina	Student Aide III	Student Employment	08/09/12	\$ 12.00
Allen, Mary	Student Aide I	Library	*07/09/12	\$ 8.00
Angel, Luciana	Student Aide III	Tutorial Services	09/13/12	\$ 11.00
Argueta, Christian	Student Aide II	EOPS	09/10/12	\$ 9.00
Banuelos, Ilianne	Student Aide II	Early Childhood Educ.	10/10/12	\$ 9.00
Barajas, Karina	Student Aide I	Counseling Humanities and Social	10/06/12	\$ 8.00
Bonds, Michayla	Student Aide II	Science / Music Student Financial	10/29/12	\$ 9.00
Brown-Smith, Yolanda	Student Aide II	Services	09/11/12	\$ 9.00
Cervantes, Jason	Student Aide I	Writing and Reading Ctr	*07/09/12	\$ 8.00

\*REVISED

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

Backup Other Personnel  
November 20, 2012  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Corral Barboza, Kristal	Student Aide II	Student Support Services	10/23/12	\$ 9.25
Cabbage, Theodore	Student Aide II	Student Activities	07/01/12	\$ 9.25
MORENO VALLEY COLLEGE (Continued)				
Curry, Trevor	Student Aide IV	Human Services	10/26/12	\$ 12.00
DeLong, Amber	Student Aide II	Facilities	07/02/12	\$ 11.00
DeLong, James	Student Aide II	Facilities	07/02/12	\$ 11.00
Edgerson III, Louis	Student Aide II	Instructional Media Ctr	07/02/12	\$ 10.00
Hands, Chaketha	Student Aide II	Admissions and Records	*07/03/12	\$ 9.50
		Humanities and Social		
Higdon-Nottingham, Jessica	Student Aide II	Science / Music	10/24/12	\$ 9.00
Hogan, Willie	Student Aide III	Facilities	10/18/12	\$ 11.00
Houser, Tieshia	Student Aide I	Assessment Center	07/02/12	\$ 8.50
		*Student Financial		
Johnson, Deja	Student Aide I	Services	07/02/12	*\$9.00
Johnson, Tahndanya	Student Aide II	Student Activities	10/05/12	\$ 9.50
Larkin, Cherokee	Student Aide I	Renaissance Scholars	10/26/12	\$ 8.50
Lawrence, Sharon	Student Aide III	Facilities	09/24/12	\$ 11.00
		Ben Clark Training Ctr /		
Lopez, Sonya	Student Aide I	Emergency Med. Svcs	10/06/12	\$ 9.00
Macias, Roselda	Student Aide III	Facilities	10/18/12	\$ 11.00
		Academic Affairs /		
Maciel, Sandra	Student Aide II	Business Services	07/16/12	\$ 10.00
Miller, Delia	*Student Aide III	Dental Program	*09/28/12	\$ 11.00
Miller, Regina	Student Aide II	Admissions and Records	07/31/12	\$ 9.50
Morales, Marissa	Student Aide I	EOPS	10/25/12	\$ 9.00
Morales, Marissa	Student Aide I	EOPS	10/30/12	\$ 9.00
Munoz, Brenda	Student Aide II	Workforce Preparation	07/30/12	\$ 10.00
Munoz, Shantal	Student Aide I	Counseling	09/27/12	\$ 8.00
Neal, La Mar	Student Aide III	Admissions and Records	08/10/12	\$ 10.75
		Facilities		
Outley, Linda	Student Aide III	Facilities	10/18/12	\$ 11.00
		Ben Clark Training Ctr /		
Pemberton, Shanda	Student Aide II	Emergency Med. Svcs	10/06/12	\$ 10.00
Pena, Michelle	Student Aide I	Assessment Center	*07/09/12	\$ 8.50
Ramirez, Christian	Student Aide I	Counseling	*08/13/12	\$ 8.00
		Health Human Pub. Svcs/		
Reyes, Jesus	Student Aide I	PA Program	10/26/12	\$ 8.00
Rodriguez, Angela	Student Aide II	Admissions and Records	*07/23/12	\$ 9.50

\*REVISED

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

Backup Other Personnel  
November 20, 2012  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Rodriguez, Stephanie	Student Aide I	Instructional Media Ctr Student Financial Services	07/01/12	\$ 8.00
Steckman, Deborah	Student Aide II	Student Activities	09/21/12	\$ 9.00
Tav, Noravuth	Student Aide II	Student Activities	10/05/12	\$ 10.00
MORENO VALLEY COLLEGE (Continued)				
Wences, Francisco	Student Aide II	Student Activities Humanities and Social Science / Music	10/05/12	\$ 9.50
Williams, Charmaine	Student Aide II	Science / Music	10/26/12	\$ 9.00
NORCO COLLEGE				
Estrada, David	Student Aide II	Tutorial Services	10/24/12	\$ 9.00
Kavia, Shital	Student Aide II	Tutorial Services	10/22/12	\$ 9.00
Martinez, Aaron	Student Aide II	Tutorial Services	10/10/12	\$ 9.00
Naranjo, Elizabeth	Student Aide II	Library	10/23/12	\$ 9.00
Sanfillipo, Richard	Student Aide I	Admissions & Records	10/10/12	\$ 8.00
Tran, Mike	Student Aide II	Tutorial Services	10/09/12	\$ 9.00
Tumanuvao, Fuaau	Student Aide I	Dean of Instruction	11/06/12	\$ 8.00
RIVERSIDE CITY COLLEGE				
Acevedo, Cynthia	Student Aide I	Kinesiology / Athletic Training	11/01/12	\$ 8.00
Adriano, Katarina	Student Aide II	Performance Riverside	11/01/12	\$ 9.00
Bennett, Aaron	Student Aide I	Kinesiology / Football	11/01/12	\$ 8.00
Calhoun, Josette	Student Aide I	Kinesiology / Women's Basketball	11/01/12	\$ 8.00
Chang, Berniz	Student Aide I	Kinesiology / Women's Basketball	11/01/12	\$ 8.00
Chestnut, Farran	Student Aide I	Women's Track	11/01/12	\$ 8.00
Clyne, Jasmin	Student Aide II	Kinesiology / Men's Track	11/01/12	\$ 9.25
Corona Jr., Gustavo	Student Aide I	Kinesiology / Athletic Training	11/02/12	\$ 8.00
Danforth, Cindy	Student Aide I	Payroll	10/16/12	\$ 9.00
Engel Jr., Thomas	Student Aide II	Performance Riverside	10/26/12	\$ 9.00
Fenton, Miriam	Student Aide II	Performance Riverside	11/02/12	\$ 9.00
Lowe, Mindy	Student Aide I	Kinesiology / Athletic Training	10/30/12	\$ 8.00
Maldonado, Jessica	Student Aide II	Chancellor's Office	10/24/12	\$ 10.00
Migao, Sa Aimoana	Student Aide I	Kinesiology / Athletic Training	10/30/12	\$ 8.00
Nze, Georgia	Student Aide II	Performance Riverside	10/30/12	\$ 9.00

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

Backup Other Personnel  
November 20, 2012  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Owens, Jalynn	Student Aide I	Kinesiology / Athletic Training	10/30/12	\$ 8.00
Pasillas, Davina	Student Aide I	Kinesiology / Women's Basketball	10/31/12	\$ 8.00
RIVERSIDE CITY COLLEGE (Continued)				
Peters, Michael	Student Aide II	Kinesiology / Men's Track	10/26/12	\$ 9.25
Ratliff, Samantha	Student Aide I	Kinesiology / Women's Basketball	10/31/12	\$ 8.00
Richeri, Natalia	Student Aide I	Kinesiology / Athletic Training	10/31/12	\$ 8.00
Robertson, Dominique	Student Aide I	Kinesiology / Football	10/31/12	\$ 8.00
Schmidt, Kendall	Student Aide I	Kinesiology / Men's Basketball	10/26/12	\$ 8.00
Singletery IV, Napoleon	Student Aide I	Kinesiology / Women's Track	10/31/12	\$ 8.00
Stacy, Nicolas	Student Aide I	Applied Tech / Automotive	10/31/12	\$ 8.00
Tucker Washington, Darius	Student Aide I	Kinesiology / Men's Basketball	10/31/12	\$ 8.00
Victorian-White Jr., Joseph	Student Aide I	Kinesiology / Athletic Training	10/31/12	\$ 8.00
Ward, Devonn	Student Aide I	Women's Track	10/31/12	\$ 8.00
Wilson, Ashia	Student Aide I	Kinesiology / Women's Track	10/31/12	\$ 8.00
Wright, Nathaniel	Student Aide I	Kinesiology / Men's Basketball	10/19/12	\$ 8.00



## Agenda Item (VI-B-1)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,613,385 and District Warrant Claims totaling \$8,164,531.

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### Background Narrative:

The attached Purchase Order and Warrant Report - All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$4,613,385 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 199635-201320) totaling \$8,164,531 have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

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

### Attachments:

[11202012\\_Purchase Order and Warrant Report \(October\)](#)



Report of Purchases-All District Resources  
 Purchases Over \$81,000  
 10/01/12 thru 10/31/12

PO#	Department	Vendor	Description	Amount
C0004019	HHPS - Moreno Valley	Riverside County	BCTC Lease Agreement	\$ 2,057,085
C0004023	Facilities - Moreno Valley	ACCO Engineered Systems Inc	MVC HVAC Retrofit Bid Award	242,249
C0004024	Information Services	NEC Corporation of America	Maintenance Agreement on Telecommunications Equip.	150,274
C0004039	Finance	Riverside County Office of Education	Information Systems Support	204,000
C0004040	Workforce Preparation	Alvord Unified School District	Completion Counts/Clip	290,549
<u>Additions to Approved/Ratify Purchase Orders of \$81,000 and Over</u>				
C0003338	Facilities, Planning, & Development	Western Municipal Water District	Lease of Premises	300,000
			Total	<u>\$ 3,244,157</u>
All Purchase Orders, Contracts, and Additions for the Period 10/01/12 - 10/31/12				
			Contracts- C4015 - C4048	499,702
			Contract Additions- C2563 - C4010	
			Purchase Orders- P35049 - P35460	719,411
			Purchase Order Additions- P33855 - P35037	
			Blanket Purchase Orders- B10907 - B10959	150,115
			Blanket Purchase Orders Additions- B9920 - B10904	
			Total	<u>\$ 1,369,228</u>
			Grand Total	<u><u>\$ 4,613,385</u></u>



## Agenda Item (VI-B-2-a)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-2-a)
Subject	Budget Adjustments
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the budget transfers as presented.

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### Background Narrative:

The 2012-13 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000).

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

### Attachments:

[11202012\\_Budget Adjustments](#)

**BUDGET ADJUSTMENTS**  
**NOVEMBER 20, 2012**

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to purchase repair parts.		
From: VP, Academic Affairs	Administrative Contingency	\$ 480
To: Learning Resource Center	Repair Parts	\$ 480
R2. Transfer to purchase supplies and convex mirrors.		
From: President	Administrative Contingency	\$ 6,025
To: President	Supplies	\$ 200
Facilities	Fixtures & Fixed Equipment	5,825
R3. Transfer to purchase classroom equipment.		
From: Learning Resource Center	Repairs	\$ 3,422
To: Learning Resource Center	Equipment	\$ 2,441
	Replacement Equipment	981
R4. Transfer to purchase office furniture.		
From: Communication Studies	Instructional Supplies	\$ 646
To: Communication Studies	Equipment	\$ 646
R5. Transfer to reallocate the BFAP/SFAA grant budget. (Fund 12, Resource 1190)		
From: BFAP/SFAA	Other Services	\$ 2,399
To: BFAP/SFAA	Academic PT Non-Instr	\$ 2,100
	Classified Overtime	23
	Employee Benefits	276

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R6. Transfer to provide classroom services for the Deaf and Hard of Hearing program. (Fund 12, Resource 1190)		
From: DSPS	Instructional Aides, Hourly	\$ 5,723
	Employee Benefits	277
To: DSPS	Other Services	\$ 6,000
R7. Transfer to purchase a computer. (Fund 12, Resource 1190)		
From: Matriculation	Other Services	\$ 1,250
To: Matriculation	Equipment	\$ 1,250
R8. Transfer to purchase computer server equipment.		
From: Library	Repairs	\$ 1,234
To: Library	Equipment	\$ 1,234
R9. Transfer to provide for instructional supplies and food. (Fund 12, Resource 1190)		
From: Riverside Co. Pre-Emancipation	Tests	\$ 100
	Copying and Printing	900
	Other Services	18,035
To: Riverside Co. Pre-Emancipation	Instructional Supplies	\$ 6,360
	Food	12,675
R10. Transfer to reallocate the Riverside Co. Post-Emancipation grant budget. (Fund 12, Resource 1190)		
From: Riverside Co. Post-Emancipation	Transportation/ Bus Passes	\$ 12,540
To: Riverside Co. Post-Emancipation	Supplies	\$ 3,000
	Other Services	9,540
R11. Transfer to reallocate the CalWORKs grant budget. (Fund 12, Resource 1190)		
From: CalWORKs	Student Help – Non-Instr	\$ 4,741
To: CalWORKs	Other Services	\$ 4,741

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R12. Transfer to purchase ladders, power tools, and television.		
From: Pool Services	Maintenance Supplies	\$ 1,851
Building Maintenance	Repair Parts	4,000
To: Building Maintenance	Equipment	\$ 5,851
R13. Transfer to purchase a storage cabinet.		
From: Physical Education	Other Services	\$ 12
To: Physical Education	Equipment	\$ 12
R14. Transfer to purchase a transmitter.		
From: Student Services	Administrative Contingency	\$ 940
To: Student Services	Equipment	\$ 940
R15. Transfer to provide for a conference and purchase an alarm system.		
From: Admissions & Records	Supplies	\$ 4,501
To: Admissions & Records	Conferences	\$ 3,000
	Fixtures & Fixed Equipment	1,501
R16. Transfer to purchase fuel.		
From: Safety & Police	Other Services	\$ 2,377
To: Safety & Police	Fuel	\$ 2,377
 <u>Norco</u>		
N1. Transfer to provide for soccer field repairs.		
From: Business Services – Soccer Field	Supplies	\$ 3,000
To: Business Services – Soccer Field	Repairs	\$ 3,000

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N2. Transfer to provide for supplies.		
From: Business Services	Computer Equipment	\$ 200
To: Facilities	Supplies	\$ 200
N3. Transfer to reallocate the VP Academic Affairs budget.		
From: VP, Academic Affairs	Instructional Supplies	\$ 4,650
	Administrative Contingency	5,800
To: VP, Academic Affairs	Conferences	\$ 450
	Academic Special Project	4,200
	Student Help	5,000
	Supplies	800
N4. Transfer to reallocate the Dean of Instruction budget.		
From: Dean of Instruction	Academic Special Project	\$ 600
	Employee Benefits	79
To: Dean of Instruction	Memberships	\$ 90
	Travel	300
	Conferences	289
N5. Transfer to provide for cellular telephone and camera equipment.		
From: Instructional Media Center	Student Help – Non Instr.	\$ 1,140
To: Instructional Media Center	Cellular Telephone	\$ 800
	Equipment	340
N6. Transfer to provide for shelving.		
From: Library	Supplies	\$ 780
To: Library	Fixtures and Fixed Equip	\$ 780

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N7. Transfer to provide for mileage and conferences.		
From: Counseling	Tests	\$ 1,250
To: Counseling	Mileage	\$ 250
	Conferences	1,000
N8. Transfer to reallocate the EOPS/CARE budget. (Fund 12, Resource 1190)		
From: EOPS/CARE	Supplies	\$ 873
	Meeting Expenses	1,346
	Travel	3,000
	Equipment	1,000
	Book Grants	4,264
To: EOPS/CARE	Academic PT Non-Instr	\$ 4,523
	Academic Special Project	2,000
	Classified Perm PT	604
	Employee Benefits	3,356
N9. Transfer to provide for postage and conferences.		
From: Student Services	Copying and Printing	\$ 46
	Supplies	1,000
To: Student Services	Postage	\$ 46
	Conferences	1,000
N10. Transfer to reallocate the Upward Bound grant budget. (Fund 12, Resource 1190)		
From: Upward Bound	Computer Equipment	\$ 2,394
To: Upward Bound	Supplies	\$ 800
	Food	325
	Cellular Telephone	149
	Other	1,120

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N11. Transfer to purchase a fax machine. (Fund 12, Resource 1190)		
From: Matriculation	Supplies	\$ 330
To: Matriculation	Equipment	\$ 330
 <u>Moreno Valley</u>		
M1. Transfer to provide for a trash enclosure.		
From: Facilities	Other Services	\$ 4,200
To: Facilities	Fixtures & Fixed Equipment	\$ 4,200
 M2. Transfer to provide for student help, meeting expenses and printers.		
From: Health, Human & Public Services	Instructional Supplies	\$ 4,911
Public Safety, Education & Training	Supplies	311
To: Health Science Programs	Student Help – Non Instr	\$ 2,000
President	Meeting Expenses	2,600
Health, Human & Public Services	Equipment	622
 M3. Transfer to reallocate the Academic Affairs budget.		
From: Academic Affairs	Short-Term Temporary	\$ 11,485
	Employee Benefits	532
	Supplies	1,303
To: Academic Affairs	Repairs	\$ 12,844
	Conferences	476
 M4. Transfer to provide for short-term temporary help. (Fund 12, Resource 1190)		
From: Educational Services – Basic Skills	Academic Special Project	\$ 3,048
	Periodicals/Magazines	1,940
	Supplies	1,425
To: Educational Services – Basic Skills	Short-Term Temporary	\$ 6,413



<u>Program</u>	<u>Account</u>	<u>Amount</u>
M5. Transfer to purchase a computer.		
From: President	Rents and Leases	\$ 246
To: President	Equipment	\$ 246
M6. Transfer to provide for lecturers.		
From: Dean of Inst - Staff Development	Supplies	\$ 1,165
To: Dean of Inst - Staff Development	Lecturers	\$ 1,165
M7. Transfer to reallocate the Dean of Instruction budget.		
From: Dean of Instruction	Short-Term Temporary Supplies	\$ 7,260 235
To: Dean of Instruction	Academic Special Project Travel Expenses Equipment	\$ 5,660 1,600 235
M8. Transfer to purchase instructional supplies and a printer.		
From: Communications	Instructional Aides, Hourly	\$ 1,188
To: Communications	Instructional Supplies Equipment	\$ 953 235
M9. Transfer to provide for art models and to purchase a cabinet.		
From: Humanities and Social Sciences	Instructional Aides, Hourly Instructional Supplies	\$ 1,134 416
To: Humanities and Social Sciences	Professional Services Equipment	\$ 800 750
M10. Transfer to purchase a computer.		
From: Math, Science and Kinesiology	Instructional Supplies	\$ 825
To: Dean of Instruction	Equipment	\$ 825

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M11. Transfer to purchase supplies.		
From: Admissions and Records	Conferences	\$ 192
To: Admissions and Records	Supplies	\$ 192
M12. Transfer to provide for a permanent part-time employee.		
From: Counseling	Supplies	\$ 355
	Copying and Printing	15
To: Counseling	Classified Perm PT	\$ 370
M13. Transfer to reallocate the Matriculation budget. (Fund 12, Resource 1190)		
From: Matriculation	Supplies	\$ 726
	Equipment	1,432
To: Matriculation	Meeting Expenses	\$ 726
	Comp Software Maint/Lic	1,432
M14. Transfer to remodel the DSP&S High Tech Center and provide for copying, printing and overtime. (Fund 12, Resource 1190)		
From: DSP&S	Academic PT Non-Instr	\$ 4,000
	Other Services	8,200
	Comp Software Maint/Lic	231
	Mileage	201
To: DSP&S	Remodel Project	\$ 6,893
	Fixtures & Fixed Equipment	5,307
	Copying and Printing	231
	Classified Overtime	201
M15. Transfer to remodel the DSP&S High Tech Center.		
From: Student Services	Administrative Contingency	\$ 2,679
To: Disabled Student Services	Remodel Project	\$ 2,679

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M16. Transfer to provide for repairs.		
From: Student Services	Supplies	\$ 1,025
To: Dean of Instruction	Repairs	\$ 1,025
M17. Transfer to provide for conferences and student help.		
From: Student Services	Supplies	\$ 516
Student Activities	Copying and Printing	147
	Supplies	42
To: Student Services	Conferences	\$ 333
Student Activities	Student Help – Non Instr	372
M18. Transfer to purchase supplies, repair parts, and provide for copying and printing. (Fund 12, Resource 1050)		
From: Safety & Police	Other Services	\$ 2,289
To: Safety & Police	Copying and Printing	\$ 350
	Supplies	1,914
	Repair Parts	25
 <u>District Office and District Support Services</u>		
D1. Transfer to provide for a conference.		
From: Academic Senate	Student Help – Non Instr	\$ 400
To: Academic Senate	Conferences	\$ 400
D2. Transfer to provide for short-term temporary help.		
From: Institutional Effectiveness	License Fees	\$ 1,700
To: Institutional Effectiveness	Short-Term Temporary	\$ 1,700
D3. Transfer to purchase supplies and reference books.		

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
From:	Center for Social Justice & Civil Liberties	Professional Services	\$ 4,002
To:	Center for Social Justice & Civil Liberties	Supplies	\$ 2,500
		Reference Books	1,502
D4. Transfer to provide for mileage.			
From:	Associate VC, Instruction	Copying and Printing	\$ 800
To:	Associate VC, Instruction	Mileage	\$ 800
D5. Transfer to provide for supplies. (Fund 12, Resource 1190)			
From:	Career & Technical Education	Other	\$ 2,500
To:	Career & Technical Education	Supplies	\$ 2,500
D6. Transfer to provide for consultants.			
From:	Information Services, Administration	Reference Books	\$ 158
		Periodicals/Magazines	158
		Copying and Printing	79
To:	Information Services, Administration	Consultants	\$ 395
D7. Transfer to provide for computer equipment.			
From:	Information Services, Network	Comp Software Maint/Lic	\$ 988
To:	Information Services, Network	Computer Equipment	\$ 988
D8. Transfer to purchase a television for training purposes.			
From:	Information Services, Microcomputers Repairs		\$ 1,415
To:	Information Services, Microcomputers Equipment		\$ 1,415
D9. Transfer to provide for a classified special project. (Fund 12, Resource 1190)			
From:	Center for International Trade Dev.	Copying and Printing	\$ 5,000
To:	Center for International Trade Dev.	Classified Special Project	\$ 5,000



## Agenda Item (VI-B-3-a)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-a)
Subject	Resolution No. 10-12/13 - 2012-2013 Responsive Training Fund Grant
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$204,256 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

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### Background Narrative:

The Riverside Community College District has received additional funding for the 2012-2013 Responsive Training Fund Grant in the amount of \$204,256 from the Chancellor's Office, California Community Colleges. The funds will be used for salaries, benefits, and other operational expenses of the program.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
John Tilquist, Dean, Economic Development

### Attachments:

[11202012\\_Resolution No. 10-12/13](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 10-12/13

2012-2013 Responsive Training Fund Grant

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$204,256 is assured to said district, which exceeds amounts previously budgeted; and

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

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

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

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
INCOME & EXPENDITURES - BUDGET AMENDMENT  
Resolution No. 10-12/13  
2012-2013 Responsive Training Fund Grant**

Year	County	District	Date	Fund
13	33	07	11/20/2012	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0329	8xxx	204,256 00	REVENUE
								EXPENDITURES
12	AXD	1190	0	7012	0329	2118	23,215 00	Classified FT Administrator
12	AXD	1190	0	7012	0329	2119	21,701 00	Classified FT
12	AXD	1190	0	7012	0329	3220	5,128 00	Employee Benefits
12	AXD	1190	0	7012	0329	3320	2,785 00	
12	AXD	1190	0	7012	0329	3325	652 00	
12	AXD	1190	0	7012	0329	3420	8,272 00	
12	AXD	1190	0	7012	0329	3520	494 00	
12	AXD	1190	0	7012	0329	3620	1,029 00	↓
12	AXD	1190	0	7012	0329	4590	4,390 00	Office and other supplies
12	AXD	1190	0	7012	0329	5740	2,000 00	Advertising
12	AXD	1190	0	7012	0329	5890	80,000 00	Other services/trainers
12	AXD	1190	0	7012	0329	5198	41,084 00	Consultants
12	AXD	1190	0	7012	0329	5210	2,550 00	Mileage
12	AXD	1190	0	7012	0329	5220	1,000 00	Conferences
12	AXD	1190	0	7012	0329	5045	100 00	Postage
12	AXD	1190	0	7012	0329	5649	2,000 00	Computer Software
12	AXD	1190	0	7012	0329	5910	7,856 00	Indirect
							204,256 00	TOTAL INCOME
							204,256 00	TOTAL EXPENDITURES



## Agenda Item (VI-B-3-b)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-b)
Subject	Resolution to Amend Budget - Resolution No. 11-12/13 - 2012-2013 Self-Generation Incentive Program (SGIP)
College/District	Norco
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$900,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

---

### Background Narrative:

The Riverside Community College District, Norco College has been awarded \$900,000 from the Public Utility Commission for the 2012-2013 Self-Generation Incentive Program. The funds will be used for installation of the fuel cell at Norco College.

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

### Attachments:

[11202012\\_Resolution No. 11-12/13](#)



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 11-12/13

2012-2013 Self-Generation Incentive Project (SGIP)

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$900,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

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

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 11-12/13  
 2012-2013 Self-Generation Incentive (SGIP)**

Year	County	District	Date	Fund
13	33	07	Date	41

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
41	000	4180	0	0000	0882	8890	900,000 00	REVENUE
								EXPENDITURES
41	EDD	4180	0	7122	0882	6126	900,000 00	
							900,000 00	TOTAL INCOME
							900,000 00	TOTAL EXPENDITURES



## Agenda Item (VI-B-5-a)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-a)
Subject	Award of Bid Number 2012/13-24 - Moreno Valley College Lab Ventilation Project
College/District	Moreno Valley
Funding	Measure C Funds
Recommended Action	It is recommended that the Board of Trustees award Bid Number 2012/13-24 - Moreno Valley College Lab Ventilation Project, in the total amount of \$95,950 to Dalke & Sons Construction, Inc., and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

---

### Background Narrative:

On November 1, 2012, the District received one (1) bid in response to an Invitation to Bid solicitation for the Moreno Valley College Lab Ventilation Project to add HVAC, fume hood and ducting for the autoclave system. The results were as follows:

Contractor: Dalke & Sons Construction, Inc.  
Business Location: Riverside  
Total Bid: \$95,950

Staff recommends awarding the bid to the lowest responsive and responsible bidder, Dalke & Sons Construction, Inc., for the total bid amount of \$95,950. References for Dalke & Sons Construction, Inc. were checked by District staff and found to be satisfactory.

Prepared By: Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Director, Construction  
Majd Askar, Purchasing Manager

### Attachments:



## Agenda Item (VI-B-5-b)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-b)
Subject	Purchase Audio Visual and Communication Integration Goods and Services from Extron Electronics, Utilizing the California Multiple Award Schedules (CMAS) Contract Number 3-07-70-2382A through September 30, 2017
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the purchase of audio visual and communication integration goods and services from Extron Electronics, utilizing CMAS Contract No. 3-07-70-2382A through September 30, 2017.

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### Background Narrative:

On February 21, 2012, the Riverside Community College District Board of Trustees approved utilizing California Multiple Award Schedules (CMAS) Contract No. 3-07-70-2382A with Extron Electronics, to provide audio visual and communication integration goods and services. The Department of General Services (DGS) and Extron Electronics mutually agreed to amend the contract to extend the term through September 30, 2017.

Staff recommends use of the extended CMAS contract, as needed throughout the District, with Extron Electronics, as one of the sources for providing audio visual and communication integration goods and services. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Charlie Wyckoff, Acting Vice President, Business Services, RCC  
Majd Askar, Purchasing Manager

### Attachments:



## Agenda Item (VI-B-6-a)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$81,000 - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$499,702.

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### Background Narrative:

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

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

### Attachments:

[11202012\\_Contracts & Agreements Less than \\$81,000 \(October\)](#)

Contracts and Agreements Report-All District Resources  
\$81,000 and Under  
10/01/12 thru 10/31/12

PO#	Department	Vendor	Location	Description	Amount
C0004015	Auxiliary Business Services	Protection One	Lawrence, KS	Alarm Monitoring Services	\$ 519
C0004016	CTE Projects	Pala Mesa Resort	Fallbrook	Meeting Expenses	11,983
C0004017	Performance Riverside	Press Enterprise	Riverside	Advertising	9,894
C0004018	CTE Projects	Interaction Institute for Social Change	Boston, MA	Professional Services	9,698
C0004020	Physical Education	American Red Cross	Riverside	Course Fees	49,500
C0004021	CTE Projects	Regents of the University of California	Riverside	Meeting Expenses	3,340
C0004022	Academic Affairs	Pai, Edward	Pasadena	Consultants	1,350
C0004025	Workforce Preparation	Victoriano, Eutimio Jesse	Moreno Valley	Professional Services	1,350
C0004026	Facilities	Padilla & Associates, Inc	Santa Ana	PLA Administrator Services NSB Integrator	3,288
C0004027	Facilities, Planning, & Development	Padilla & Associates, Inc	Santa Ana	Labor Compliance for Alumni Carriage House	2,049
C0004028	Workforce Preparation	Lucky Feet Shoes	Riverside	Calworks Work Study	7,020
C0004029	Community & Economic Development	Schmid, Molly	Claremont	Consulting Services	10,000
C0004030	Community & Economic Development	Geffen, Malcolm	Corona Del Mar	Consulting Services	10,000
C0004031	Disabled Student Services - Moreno Valley	Rise - ASL Interpreters	Hemet	Interpreter Services	400
C0004032	Community & Economic Development	Performance Marketing Group	San Juan Capistrano	Consultants	10,000
C0004033	Community & Economic Development	Dang, Jenny	Riverside	Advertising	3,000
C0004034	Facilities - Moreno Valley	River City Testing	Riverside	Testing and Inspection	1,224
C0004035	Chancellor's Office	Capitol Alliance Consulting, LLC	Newport Beach	District Federal Representation	78,000
C0004036	Facilities - Moreno Valley	Kingdom Construction Group	Riverside	MVC AV Upgrade & Lighting Bid Award	44,750
C0004037	Academic Affairs	CAPA	Boston, MA	Study Abroad China Incidental Expenses	1,000
C0004038	Physical Education	Pronto Gym Services, Inc.	Pacoima	Repairs - Service	3,739
C0004041	Facilities, Planning, & Development	CHJ, Incorporated	Colton	Geotech Testing-Utility Infrastructure Upgrade	14,220
C0004042	Facilities	CHJ, Incorporated	Colton	Geotech Testing-Lovekin Complex	6,390
C0004043	CTE Projects	Wedgewood Wedding & Banquet Center	Riverside	Room & Catering	2,847
C0004044	Career and Technical Ed - Norco	Marriott	Denver, CO	Meeting Room Expenses	19,546
C0004045	Performance Riverside	Music Theatre International	New York, NY	Royalties for Les Miserables	5,370
C0004046	Workforce Preparation	Alvord Unified School District	Riverside	Completion Counts Assistance	36,213
C0004047	Academy / Criminal Services	Riverside County Fire Department	Perris	Fuel Use	1,000
C0004048	Academy / Criminal Services	Corona - Norco Unified School District	Norco	Use of Facilities	2,400
N/A	Performing Arts	University Village	Riverside	Use of Facilities	No Cost
N/A	Customized Solutions	Precision Converting	Corona	Training	No Cost
N/A	Dean of Instruction - Moreno Valley	Finger Lakes Community College District	Canandaigua, NY	Undergraduate Research Initiative	No Cost
N/A	Health Services	Department of Health & Human Services	Sacramento	Fee Waiver	No Cost
N/A	ECS	Yosemite Community College	Modesto	Child Development Training	No Cost
N/A	ECS	San Francisco Community College	San Francisco	Program Development	No Cost
N/A	Health Services	Council Connections	San Diego	Letter of Commitment	No Cost
N/A	Customized Solutions	Brenner Fiedler	Riverside	Customized Training	No Cost
N/A	Student Financial Services	PW Enhancement Center	Moreno Valley	Off Campus Federal Work Study	No Cost
N/A	Performing Arts	Riverside Transit Authority	Riverside	Use of Facilities	No Cost
N/A	Performance Riverside	Press Enterprise	Riverside	Ticket Sales Promotion	No Cost
N/A	Community Education	Rounds, Miller & Associates	Rancho Palos Verdes	Training	No Cost
<b>Additions to Approved/Ratify Contracts of \$81,000 and Under</b>					
C0002563	Facilities - Norco	Hill Partnership, Inc	Newport Beach	Design Services Norco Operations Center	3,470
C0002677	Applied Technology	Blue Mountain Two LP	Irvine	Culinary Lease	17,109
C0002843	President - Moreno Valley Campus	Ramona Munsell & Associates	Rogers, AR	Consultant Services	27,311
C0003039	Applied Technology	Protection One	Lawrence, KS	Alarm Monitoring Services	382
C0003481	Facilities, Planning, & Development	Southern California West Coast Electric Inc	Banning	Citrus Belt Savings & Loan	2,235
C0003562	Open Campus	The Koll Company	Riverside	Rent for Open Campus	53,216

Contracts and Agreements Report-All District Resources  
\$81,000 and Under  
10/01/12 thru 10/31/12

PO#	Department	Vendor	Location	Description	Amount
C0003722	President - Riverside Campus	Ramona Munsell & Associates	Rogers, AR	Consulting Services	14,656
C0003728	Customized Solutions	Rogers, Henry	Riverside	Professional Training Services	1,800
C0003744	Facilities, Planning, & Development	LSC Construction	Perris	Alumni Carriage House Remodel	13,513
C0003779	Performance Riverside	Music Theatre International	New York, NY	Rents and Leases	2,499
C0003893	Community & Economic Development	Xsolve	Plano, TX	Training & Development	5,402
C0004000	Community & Economic Development	Tooling University, LLC	Cleveland, OH	Customized Training	2,239
C0004001	Community & Senior Citizen Education	Education to Go	Temecula	Community Ed Presenter	1,695
C0004006	Administrative Support Center	Sharp Electronics Corp.	Wayne, PA	Maintenance Agreement	4,000
C0004010	President - Norco Campus	Ramona Munsell & Associates	Rogers, AR	Consultants	85
N/A	Fiscal Operations	Wells Fargo	Riverside	Amends/Extends ATM Lease Date to 11/30/12	No Cost
N/A	Fiscal Operations	Wells Fargo	Riverside	Amends/Extends ID Cards Date to 11/30/12	No Cost
N/A	Student Services	ADCAMP, Inc.	Los Angeles	Amend #3, Wording Only	No Cost
N/A	Customized Solutions	Cooper B-Line	Corona	Amends/Extends Date to 6/30/13	No Cost
				Total	<u>\$ 499,702</u>



## Agenda Item (VI-B-6-b)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Contract for Student Resource Services with Riverside County Office of Education (RCOE)
College/District	Riverside
Funding	Riverside County Office of Education
Recommended Action	It is recommended for the Board of Trustees to approve contract C-1003585 with RCOE.

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### Background Narrative:

Contract #C-1003585 between Riverside County Office of Education (RCOE) and Riverside Community College District on behalf of Riverside City College (RCC) provides Student Resource Services for the period of July 1, 2012 through June 30, 2013. RCC will provide a Student Resource Specialist to work with foster and other at-risk youth attending RCOE community schools and detention facilities to achieve higher completion rates and identify avenues for post secondary education. The contract provides funding in the amount of \$94,236.00. There will be no cost to the District.

Prepared By: Cynthia Azari, President, Riverside City College  
Shelagh Camak, Executive Dean, Workforce & Resource Development  
Michael Wright, Director, Workforce Preparation Grants and Contracts

### Attachments:

[RCC-RCOE Contract C-1003585](#)



## **RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street/P.O. Box 868  
Riverside, California 92502

### **AGREEMENT FOR STUDENT RESOURCE SPECIALIST**

This Agreement, effective **July 1, 2012**, by and between **Riverside County Superintendent of Schools** hereinafter referred to as “SUPERINTENDENT” and the **Riverside Community College District** on behalf of **Riverside City College**, hereinafter referred to as “COLLEGE”.

### **RECITALS**

Whereas, Education Code 42920 stipulates any County Office of Education may apply for grant funding to operate an education based foster youth services program to provide educational and support services for children who reside in a licensed foster home or county-operated juvenile detention facility.

Whereas, Education Code 42920 stipulates that Foster Youth Service Programs operated pursuant to this chapter shall provide, or arrange for the referral to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following: A) Mentoring. B) Counseling. C) Transitioning Services D) Emancipation services.

The purpose of Riverside County Office of Education's Foster Youth Service Program is to provide education and support services to foster children residing in licensed foster homes or county operated juvenile detention facilities.

There are 3 distinct components; 1) Provide advocacy and direct services to support the educational success of foster youth attending school in the respective school districts throughout Riverside County. 2) Collaborate with local agencies and service providers to insure that foster youth receive needed educational support services; and 3) Ensure Juvenile detention foster youth access to comprehensive educational and support services that address transition from juvenile court schools to appropriate school placement within their community of residence.

The intent of the Agreement between SUPERINTENDENT and COLLEGE is to expand support services to current foster youth as well as detention facility foster youth living through out Riverside County.

### **AGREEMENTS**

SUPERINTENDENT desires to enter into a collaborative relationship with the COLLEGE to acquire direct Educational and Support Services for those **foster youth** and **neglected youth** participating in SUPERINTENDENT's operated schools and programs.

Case records will be maintained by the COLLEGE for each youth served identifying the services provided and the general status of the youth, with regard to meeting their Individual Learning Plan goal. Access to case records maintained by COLLEGE shall be provided to facilitate SUPERINTENDENT's reporting requirement. COLLEGE shall support SUPERINTENDENT in the gathering of data for State report requirements.

SUPERINTENDENT will be responsible for funding costs associated with employing a **Student Resource Specialist** described in **Exhibit A**. Job Description for COLLEGE'S Student Resource Specialist is displayed in **Exhibit B**.

### **SCOPE OF WORK**

COLLEGE will make all appropriate direct services available to foster youth and neglected youth attending RCOE operated programs to instruct, implement, and reinforce the core competencies identified by individual need and goals as documented in each youth's individual learning plan. The competencies include but are not limited to the following:

- Education – Educational options appropriate for the youth will be developed and discussed. The youth will be provided information and assistance in identifying and applying for financial aid.
- Employment and Career Development – Youth will be assisted in obtaining appropriate employment prior to emancipation that will provide a self-sufficient wage. Youth will be provided the opportunity to explore career options and associated educational requirements.
- Community Services – Youth will be provided information and assistance in identifying, selecting, and obtaining appropriate and necessary community-based services to promote health, safety, and self-sufficiency.
- Daily Living Skills – Youth will be provided instruction in Daily Living Skills and afforded a safe environment in which these skills can be implemented leading to self-sufficiency.
- Financial Resources Development – Youth will be provided instruction and have the opportunity to practice being financially responsible. Instruction will include but not limited to the handling bank accounts, renting apartments, starting utility services, and budgeting.
- Housing Resources – Youth will be provided information on available affordable housing options. Where appropriate, youth will receive assistance in completing housing applications.

COLLEGE will be responsible for all recruitment, employment support, management, professional development and evaluation of COLLEGE employee tasked with providing services defined in **Exhibit B**.

COLLEGE agrees to provide a Student Resource Specialist as defined in **Exhibit B**.

COLLEGE shall have bi-monthly progress meetings with SUPERINTENDENT.

The RCC Student Resource Specialist will assist and provide advisement on development of academic and career goals to youth enrolled in the RCOE Come Back Kids program.

The RCC Student Resource Specialist will assist, as needed, with RCOE Foster Youth Services weekend activities and events, and activities, trainings, or events held after regular office hours. RCOE agrees to adjustment of the weekly schedule of the Student Resource Specialist in order to meet this requirement.

**TERM:** The term of this Agreement shall be from **July 1, 2012**, to and including **June 30, 2013**. Either party may terminate this agreement with thirty (30) days written notice to the other party.

**COMPENSATION:** For and in consideration of the services rendered, the SUPERINTENDENT agrees to pay the COLLEGE a monthly fee not to exceed **\$7,853.00**. In no event shall the total dollar amount paid under this agreement exceed the sum of **\$94,236.00** without a written modification to this agreement.

### **INDEMNIFICATION:**

SUPERINTENDENT shall indemnify and hold COLLEGE, 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 COLLEGE, 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, occurring in the performance of this Agreement to the extent that such liability is imposed on COLLEGE by the provisions of California Government Code Section 895.2 or other applicable laws; and Superintendent shall defend at its expense, including attorney fees, COLLEGE, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

COLLEGE shall indemnify and hold SUPERINTENDENT, 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 COLLEGE, 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, occurring in the performance of this Agreement to the extent that such liability is imposed SUPERINTENDENT by the provisions of California Government Code Section 895.2 or other applicable laws; and COLLEGE shall defend at its expense, including attorney fees, SUPERINTENDENT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

**INSURANCE:** The Parties, at their sole cost and expense, shall insure their activities in connection with this Agreement by maintaining insurance coverage as follows: General Liability Insurance Program with a limit of not less than \$1,000,000 per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Workers' Compensation and Employment Liability Insurance covering their respective employees, for full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

It should be expressly understood, however, that the coverage's and limits required under this paragraph shall not in any way limit the liability of the COLLEGE and SUPERINTENDENT.

The coverage's referred to under this paragraph shall include the other parties of the Agreement as additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of COLLEGE and SUPERINTENDENT, its officers, agents or employees. Provider, upon the execution of this Agreement, shall furnish the other parties of the Agreement with Certificates of Insurance evidencing compliance with all requirements. Further, coverage's referred to above may be provided by a policy of insurance, self-insurance, through a Joint Powers Authority, or any combination thereof.

**NON-DISCRIMINATION:** Neither party discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law.

**CHANGES:** 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 all parties.

**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 representatives of the parties hereto have signed in confirmation of this Memorandum of Understanding on the dates indicated below.

**Riverside County Superintendent of Schools**

**Riverside Community College District**

Signed \_\_\_\_\_  
Diana Walsh-Reuss  
Associate Superintendent

Signed \_\_\_\_\_  
James Buysse, Vice Chancellor Administration  
and Finance

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A  
Budget July 1, 2012-June 30, 2013

Riverside County Office of Education Foster Services Unit to fund one (1) Student Resource Specialist	\$60,686.00
Fixed Benefits of	13,200.00
H.W.	\$16,800.00
Mileage reimbursement for meeting with foster and neglected youth and monthly cell phone usage	\$3,550.00
The maximum dollar amount for consideration for the service of one Student Resource Specialist and associated expenses is:	<u>Funding Year 12-13</u> <u>\$94,236.00</u>

**Exhibit B**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED POSITION DESCRIPTION**

**STUDENT RESOURCE SPECIALIST**  
**(Workforce Preparation)**

**DEFINITION**

Under general supervision of the Executive Dean of Workforce Development & Student Support Program, or designee, the Student Resource Specialist is responsible for providing a broad range of services to support at-risk students who are in foster care, probation or out of home placements. The Student Resource Specialist initiates student contact and monitors student progress to ensure student success within the designated program; provides career/vocational and academic advising; assists students in removing barriers to academic success; develops and implements recruitment and retention strategies; and designs and delivers workshops and training sessions.

**TYPICAL TASKS**

1. Assists in advisement of students on program requirements and development of academic and career goals.
2. Assists in evaluation of student's academic history and education, including transcript evaluation.
3. Works collaboratively with program faculty, other departments and community partners to develop strategies for keeping at-risk students in class.
4. Assists in providing support and referrals for students experiencing family, personal, or economic crises which may impact school performance.
5. Assists the program faculty in developing activities on various topics such as time management, study strategies, goal setting, learning styles, career planning, and communication skills.
6. Consults with a variety of social service agencies in the community to explain general program requirements, or to address individual student progress or needs.
7. Develops, implements, and maintains marketing, recruitment, and retention strategies for assigned program.
8. Creates brochures, orientation materials, forms and documents for distribution and presentation.
9. Coordinates activities to introduce students to available community services and campus resources.
10. Facilitates orientation meetings.
11. Makes presentations to schools, community organizations, churches, and other groups to explain the program.
12. Maintains an active case file on each enrolled student.
13. Keeps accurate case notes and documentation.
14. Provides statistical information and summarizes information in reports as needed.
15. Submits required paperwork according to specified timelines.
16. Participates in District-provided in-service training programs.
17. Maintains a friendly and supportive atmosphere for students, faculty, staff, and the public.
18. Performs other related duties as assigned.

**EMPLOYMENT STANDARDS**

An associate degree in a related field from an accredited institution and two years of related work experience in an educational or social service field are required. Possession of a bachelor's degree from an accredited institution is desired.

**Ability to:** understand, interpret, and apply California public school and College policies, rules, and regulations; use a computer; work with at-risk and culturally diverse student populations; work with students in advising and developing goals; assess student needs and coordinate educational and community-based services; manage caseloads and case files.

Candidate must demonstrate clear evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students, staff, and the community.



## Agenda Item (VI-B-6-c)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-c)
Subject	Amendment 4 to Contract with Hal Fischer Associates
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees accept the ratification of the contract amendment for Hal Fischer Associates.

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### Background Narrative:

The Citrus Belt Savings and Loan Building has been refurbished to house the Center for Social Justice and Civil Liberties. Hal Fischer Associates, as our consultant, plans and develops all artwork and exhibits for the new center.

The contract amendment extends the performance period of specified deliverables from October 31, 2012 to December 31, 2012 and allows flexibility between all line items.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Richard Keeler, Dean, Grants  
Colleen Molko, Director, Grants

### Attachments:

[Amendment 4 Hal Fischer 11 20 12 Attachment.pdf](#)



AMENDMENT 4 TO INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES  
BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HAL FISCHER ASSOCIATES

This document amends the original agreement between the Riverside Community College District and Hal Fischer Associates, which was approved by the Vice Chancellor, Administration and Finance on August 27, 2010.

The agreement is hereby amended as follows:

The performance period for deliverables stated within Amendment 2 is hereby extended through December 31, 2012. This extension applies to those deliverables that Riverside Community College District and the Consultant mutually agree are necessary to complete all work for the Center for Social Justice and Civil Liberties. In addition, line item totals specified in Amendment 2 may be invoiced at a greater or lesser amount, as long as the amounts invoiced represent actual expenses incurred by the Consultant for the particular line item and the total invoiced for all deliverables in Amendment 2 as a whole does not exceed the original total of \$181,500.

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

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

Hal Fischer Associates

By: \_\_\_\_\_  
James L. Buysse, Vice Chancellor,  
Administration and Finance

By: \_\_\_\_\_  
Hal Fischer  
117 Pierce Street  
San Francisco, CA 94117



## Agenda Item (VI-B-6-d)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-d)
Subject	Contract Award for District-wide ATM/Student ID Card Services with Wells Fargo Bank, N.A.
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees award the District-wide ATM and Student ID Card Services contracts to Wells Fargo Bank, N.A. for the period December 1, 2012 through November 30, 2017.

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### Background Narrative:

On May 30, 2012, the District released a Request for Proposal for District-wide ATM and Student ID Card services. On July 19, 2012, one proposal was received. The proposal was evaluated by the Contract Review Committee, comprised of faculty, staff and students from each college. The Committee was established for the purpose of evaluating Request for Proposal (RFP) responses concerning District-wide Bookstore, Food and ATM/Student ID Card Services.

The Committee recommends award of the District-wide ATM and Student ID card services contracts to Wells Fargo Bank, N.A. The term of the contracts shall be for five (5) years for the period December 1, 2012 through November 30, 2017. In exchange for the right to be the exclusive vendor of ATM and ID card services, Wells Fargo guarantees a minimum royalty commission for linked accounts of \$20,000 annually, reimbursements for the cost of card stock (up to \$1 per card) for all new ID cards issued each year (estimated at \$10,600 annually), and a one-time signing bonus in the amount of \$35,000. In addition, Wells Fargo will continue to pay \$550 monthly per ATM (one at each college) for rental space.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Cynthia Azari, President, Riverside City College  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Charlie Wyckoff, Acting Vice President, Business Services, RCC  
Reyna Philp, Accounting Services Manager, Auxiliary Business Services

### Attachments:

[2012 Wells Fargo ATM Agreement](#)  
[2012 Wells Fargo Student ID Card Agreement](#)

## **ATM LEASE AGREEMENT**

(Walk-up)

(Riverside Community College District)

(Riverside City College; Norco College; and Moreno Valley College)

(BE #105730, 105791, 105792)

THIS ATM LEASE AGREEMENT (this "**Lease**") is entered into by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("**Tenant**") and **RIVERSIDE COMMUNITY COLLEGE DISTRICT**, A California Community College District ("**Landlord**"), as of the date this Amendment is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto ("**Effective Date**").

The parties agree as follows:

1. **Premises.**

1.1 **Location.** Landlord is the owner of certain improved real property commonly known as (1) Riverside City College located at 4800 Magnolia Avenue, Riverside, CA 92506-1299 ("Riverside City College"); (2) Norco College located at 2001 Third Street, Norco, CA 91706-2600 ("Norco College"); and (3) Moreno Valley College located at 16130 Lasselle Street, Moreno Valley, CA 92551-2045 ("Moreno Valley College") (collectively, the "**Real Property**").

1.2 **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain space within the Real Property, for the installation, operation, and maintenance of an ATM Facility (as defined in Section 4 below) containing one automated teller machine and related equipment, each consisting of approximately 40 square feet (approximately 10 feet by 4 feet): (1) those premises at the Riverside City College shown on Exhibit A-1; (2) those premises at the Norco College shown on Exhibit A-2; and (3) those premises on the Moreno Valley College as shown on Exhibit A-3. (collectively, the "**Premises**").

1.3 **Access.** Tenant, its customers, invitees, agents, employees and contractors may access the Premises during normal business hours, or during special events held on the Premises, for purposes of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting or removing the ATMs. At all times, Landlord shall provide uninterrupted access to the Premises. In the event of any construction, remodeling or other activity by Landlord at the Real Property, Landlord shall undertake such activities so as to permit access to the Premises to the fullest extent possible and so as to prevent the closure of the ATM. Tenant shall have the right to abate in full Monthly Rent on a pro rata basis for every day that access to the Premises is materially impeded.

1.4 **Parking.** Tenant shall have the nonexclusive right to use the parking areas of the Real Property in common with other tenants, licensees, invitees and occupants of the Real Property using the appropriate parking permits, which permits Landlord shall issue to Tenant and Tenant's contractors at no cost upon Tenant's request.

1.5 **Delivery Condition.** Landlord shall deliver the Premises to Tenant in its current as-is condition, provided, however, that Landlord shall deliver the Premises free of any hazardous or toxic materials.

2. **Term.**

2.1 **Initial Term.** The term of this Lease ("**Term**") shall be five (5) years, commencing on December 1, 2012 ("**Rent Commencement Date**") and expiring at midnight at the end of November 30, 2017.

2.2 **Options to Extend.** None.

2.3 **Anticipated Delivery of Possession.** Tenant currently occupies and operates its ATM in the Premises.

2.4 **Holding Over.** Subject to Section 25 below, any holding over with Landlord's consent after the expiration of the Term or any Renewal Term, as the case may be, shall be construed to be a month-to-month agreement on the same terms and conditions, terminable by either party upon thirty (30) days prior written notice.

3. **Rent.**

Tenant's Monthly Rent shall be Five Hundred Fifty Dollars (\$550.00) per month per each Premises location, for a total of One Thousand Six Hundred Fifty Dollars (\$1,650.00) per month. Tenant shall commence paying Monthly Rent upon the Rent Commencement Date (as defined in Section 2.1 above). The Rent Commencement Date shall be delayed on a day-for-day basis for each day that Tenant or Tenant's customers cannot reasonably use or service the ATMs due to any obstructions or other conditions preventing reasonable access to the Premises. All rent must be paid without demand, deduction, set-off or counter claim, in advance, on the first day of each calendar month during the Term, and in the event of a partial rental month, rent will be prorated on the basis of a thirty (30) day month. Tenant's Monthly Rent shall include all of Tenant's common area maintenance charges and Tenant shall not pay Landlord any other charges in connection with this Lease.

Landlord shall provide to Tenant a completed IRS W-9 form. Landlord acknowledges that Tenant must have a current and complete W-9 from Landlord to process the payment of rent. Tenant shall not be subject to any late charges/interest or in default for non-payment of rent prior to receipt of an accurate and complete W-9 form from Landlord.

4. **Operation of ATM Facility.**

4.1 **ATM Facility.** Tenant may operate and maintain at each Premises, at Tenant's sole cost and expense, one or more freestanding automated teller machines (individually an "ATM" or collectively the "ATMs"), together with such additional equipment or features as Tenant shall deem appropriate, including without limitation, (a) a telephone or other support system for such equipment, (b) trash receptacles, (c) a branch computer terminal, with all supporting telecommunications equipment; (d) a customer service phone; (e) a merchant depository; (f) utility lines and conduits; and/or (g) such other equipment and accessories as are or become normally provided by Tenant in connection with the operation of an ATM facility. Tenant may bolt its ATMs or otherwise securely attach the ATMs to the surface of the Premises. Landlord agrees to cooperate in good faith to facilitate Tenant's installation activities. In

addition, Landlord shall provide Tenant with access to perform the necessary site preparation (including the removal or rearrangement of equipment, and the installation of the conduit to provide electrical power and telephone lines to the ATM). Notwithstanding anything in this Agreement to the contrary, Tenant may change the ATMs by removing, replacing, or adding, from time to time, some or all of the equipment and features offered.

4.2 **Type of ATM.** Notwithstanding the foregoing, Tenant shall operate and maintain a full service ATM at the Riverside City College and a cash-dispensing only ATM at each of the Norco College and Moreno Valley College. Each ATM shall accept ATM cards from at least three of the following ATM networks: Star, Cirrus, Plus, Instant Cash, Pulse, and Maestro; and credit cards issued by Visa, Master Card, American Express, and Discover/Novus. ~~ATM transactions made using the Sallie Mae Debit Cards — Allpoint Network shall be made without transaction charge.~~

4.3 **Tenant's Property.** The ATMs and all of Tenant's trade fixtures and personal property shall be and at all times remain the property of Tenant.

4.4 **Lighting and Security.** Tenant shall have the right to install and maintain all lighting fixtures necessary to comply with California Financial Code Section 13,000 et seq. (i.e., "AB244" or the "ATM Lighting Law") and to install other fixtures and make alterations to the Premises required to comply with any laws governing the operation of ATMs. Landlord shall reasonably cooperate with Tenant in Tenant's efforts to comply with the ATM Lighting law. Landlord shall provide lighting in the common areas consistent with lighting provided at comparable projects in the vicinity of the Real Property. Tenant may, at its own expense, install its own security system in the Premises to protect the Premises and Tenant's employees, customers and other invitees. Tenant shall be solely responsible, at Tenant's sole expense, for the monitoring, operation and removal of such security system. Any security system installed by Tenant will be for the sole benefit of Tenant and its employees, customers and other invitees and Landlord will have no right to rely on any such security system. Landlord shall establish and follow its own security standards for the common areas and the balance of the Real Property.

## 5. **Signage and Trademarks.**

5.1 **General.** Tenant may place and maintain its standard ATM signage on its ATMs at the Premises, subject to Landlord's approval, which shall not be unreasonably withheld, and subject to all applicable laws. At its discretion, Tenant may enclose its ATMs on the Premises with a kiosk structure and may place its signage on the kiosk structure. All of Tenant's signage shall (a) be fabricated, installed and maintained by Tenant at Tenant's sole expense, (b) be consistent with the then-current signage standards at the Premises and (c) at all times remain the property of Tenant. Subject to any applicable governmental laws, rules and regulations, and subject to Landlord's approval (which approval may not be unreasonably withheld, conditioned or delayed), Tenant may change its signage at any time provided, however, that Landlord's consent shall not be required to change signage based upon a change in Tenant's standard corporate signage, name or logo as long as all changes to Tenant's signage comply with all applicable laws and Tenant's signage is not increased in size. At any time, without Landlord's consent, Tenant may replace its standard ATM signage with generic, unbranded signage, so long as such new replacement signage is no larger than, and is installed in the same locations, as provided above.

5.2 **Permits.** Tenant shall obtain, at Tenant's sole expense, all permits, variances, or similar governmental approvals necessary to allow Tenant's installation of its signs. Landlord shall cooperate with Tenant in obtaining such approvals, and Tenant shall reimburse Landlord for any actual out-of-pocket costs incurred by Landlord in connection with such cooperation. Should Tenant be unable to obtain the necessary approvals and permits to install exterior signage acceptable to Tenant, then Tenant may, at its option, terminate this Agreement.

5.3 **Directional Signage.** Landlord shall permit Tenant to place signs identifying Tenant's operations in the Premises and in the vicinity of the Premises. Such signs shall be of such dimensions and at such locations as are permitted by any applicable governmental laws, rules and regulations.

5.4 **Trademarks.** Tenant may operate its ATMs under any trademark, logo or service mark permitted by law. Notwithstanding anything in this Agreement to the contrary, Landlord and Tenant shall each at all times retain prior written approval rights of any marketing or promotional advertisement by the other party which bears its name, logo or trademark or any of its fictitious business names. Tenant and Landlord acknowledge and agree that each party's trademarks and trade names are solely the property of such party, respectively, and that this Agreement does not in any way grant to the other party the right to use same.

## 6. **Maintenance.**

6.1 **Maintenance of ATMs.** Tenant shall maintain the ATMs in good condition and good working order. Once installed, Tenant shall use reasonable efforts to operate the ATMs 24 hours per day, seven days a week. Tenant shall have the right, however, to suspend operation for security reasons, periodic maintenance inspections, balancing adjustments, servicing operations or other maintenance purposes. Landlord acknowledges that despite Tenant's reasonable efforts, any ATM may be rendered inoperative for various periods of time due to breakdowns, operations failures or other reasons. Tenant shall have the right to service the ATM at all times; provided, however, that Tenant shall attempt, to the extent practicable, to service the ATMs between the hours of 8:00 a.m. and 5:00 p.m. Landlord shall provide Tenant with all necessary vehicular and pedestrian access and all authorizations, and other assistance necessary to permit Tenant to service the ATM without prior notice to Landlord. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder. If Landlord becomes aware of the need for a repair or maintenance at an ATM, Landlord shall notify Tenant in writing of such need.

6.2 **Maintenance of Real Property.** Subject to Section 13 below, Landlord shall maintain the Real Property surrounding the Premises in conformance with Landlord's current standards of maintenance.

## 7. **Removal of ATMs.**

Upon the expiration or sooner termination of this Agreement, Tenant shall remove the ATM and related equipment, Tenant's signs (not including Landlord's directional signs) and Tenant's other trade fixtures and personal property from the Premises, at Tenant's sole expense. Such removal shall occur not more than thirty (30) days after the expiration or sooner termination

of this Agreement. Tenant shall, at its sole expense, reasonably repair any damage to the Premises caused by such removal. Landlord acknowledges that any repairs or cuts in any paved areas, walls or other improvements made during the removal of the ATMs will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. This does not mean, however, that any such repairs will be completely invisible.

## 8. **Services and Utilities.**

8.1 **Utility Services at the Premises.** Landlord, at its sole expense, shall: (a) stub electric and telephone lines to the Premises and ensure that electricity and telephone services are available as may be needed to operate the ATMs, and (b) install a telephone backboard for such telephone service as may be needed to operate the ATMs. Landlord shall be responsible for all costs for all electricity needed to operate the ATM Facilities and all approved signage. Tenant shall pay for all telephone, data lines, and other utility services dedicated to Tenant's operation of the ATMs.

8.2 **Interruption of Service.** Landlord shall not permit any person or entity to tamper with Tenant's telephone, data lines or other telecommunications wiring, panels or equipment without Tenant's express prior written consent, which consent may be withheld in Tenant's sole discretion. Any deliberate interruption of power to the ATM's caused by Landlord or any employee, agent, representative or contractor of Landlord shall not last more than twenty-four (24) consecutive hours and shall be subject to Tenant's express prior written consent, which consent may be withheld in Tenant's sole discretion. Tenant shall be permitted to post notices of any scheduled interruption to Tenant's customers at least twenty-four (24) hours in advance of any interruption of service. Except for any interruption of power or telephone service caused by any act of God or casualty event, Tenant's Monthly Rent payable hereunder shall be abated on a per diem basis (based on a thirty (30) day month) for any day during which the power and/or service from telephone or data lines is shut off to the ATM Facility (unless Tenant causes the power or service to be shut off to the ATM Facility, as applicable). Except for any interruption of power or telephone service caused by any act of God or casualty event, Landlord shall reimburse Tenant for any costs and expenses Tenant incurs in making the ATM Facility fully operational as a result of any interruption of services, data transmission or utilities to the ATM Facility caused by or within the reasonable control of Landlord or its agents and contractors.

## 9. **Marketing Table.**

Tenant shall have the right from time to time to set-up and staff a table in the immediate vicinity of each ATM for the purposes of distributing materials describing products and services offered by Tenant (except for credit cards, which shall not to be advertised at the Premises) and opening new accounts. Tenant shall conduct its marketing activities in a first class manner in compliance with all applicable laws and covenants, conditions and restrictions and shall not pursue individuals who do not wish to speak to Tenant's representatives. When setting-up any such table, Tenant shall contact the Dean of Student Services at each Premises location and shall not block walkways or access to other tenants' space.

Tenant understands that in addition to allowing it to be on Landlord's premises for this purpose, under Free Speech laws, District must allow other financial institutions to be on Landlord's premises for the purpose of marketing their products to students and employees. Said marketing

by other financial institutions would NOT include an RCCD ID Card or any similar ID card other than that which would be the financial institution's own ATM/Debit Card. Landlord will make every effort to avoid scheduling other financial institutions on Landlord's premises at the same dates/times that Tenant will be on the premises for marketing purposes.

10. **Insurance.**

10.1 **Property Insurance.** During the Lease Term, Landlord shall, at Landlord's expense, maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures the Real Property and Landlord's personal property on the Real Property on a replacement cost basis, and Tenant shall maintain CP Insurance that covers the Premises and the ATM Facility on a replacement cost basis. Each CP Insurance policy shall, at a minimum, insure against the perils included in the ISO special causes of loss form CP 10 30 and any amendments or "all-risk" coverage, including but not limited to loss or damage due to fire and the risks normally included in extended coverage (e.g., flood, windstorm, earthquake, and terrorism).

10.1 **Waiver of Subrogation (Property Insurance).** Tenant and Landlord hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, by way of subrogation or otherwise, including their respective employees, officers, directors, subsidiaries, affiliates, agents, representatives, and assigns, for any loss or damage that may occur to the Real Property, Landlord's personal property, the ATM, and Tenant's personal property by reason of fire or other casualty, regardless of cause or origin. Landlord and Tenant shall obtain a waiver of subrogation from their respective insurers and shall endorse their CP Insurance policy to reflect the waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insurance and in the absence of any CP Insurance.

10.2 **Liability Insurance.** During the Lease Term, Landlord and Tenant shall maintain commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from each party's operations at the Real Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract. Tenant shall maintain Worker's Compensation insurance as required by law.

10.3 **Waiver of Subrogation (Liability Insurance).** Tenant and Landlord hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, including their respective employees, officers, directors, subsidiaries, affiliates, agents, or representatives to the extent covered by CGL Insurance. The CGL Insurance policy must be endorsed to reflect the insurer's acceptance of this waiver of subrogation. The waiver of subrogation applies whether or not there are any deductibles or self-insured retentions and in the absence of any Liability Insurance.

10.4 **Ratings, Certificates.** With respect to CGL Insurance, Tenant shall name Landlord as an additional insured with respect to Tenant's negligence for any claims arising out of Tenant's operations in or upon the Premises, and Landlord shall name Tenant, its employees, officers, directors, subsidiaries, affiliates, partners, or sublessees, as additional insureds with respect to Landlord's negligence for any claims arising out of operations of Landlord or



Landlord's agents or contractors in or upon the Real Property or Premises. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 10. (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions set forth in this Section 10 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Tenant may satisfy any or all of the above insurance requirements by use of self-insurance, deductible, and/or a captive insurance company. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and/or deductibles shall be assumed by, for the account of, and at the sole risk of each party. The application of coverage within this self-insurance, election not to insure, and/or deductible shall be deemed covered in accordance with the policy forms set forth in this Section 10. Each party shall furnish Certificates of Insurance to the other party evidencing all of the above-described insurance policies prior to or upon execution of this Lease and annually thereafter, but not later than ten (10) business days after the expiration of each policy. All policies shall endeavor to provide that not less than thirty (30) days prior written notice of cancellation, modification, or non-renewal shall be given to the other party.

## 11. **Indemnifications and Risk of Loss.**

11.1 **Tenant Indemnification of Landlord.** Tenant shall indemnify and hold Landlord harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, including reasonable attorneys' fees, asserted against or incurred by Landlord arising out of: (i) the negligence, gross negligence or willful misconduct of Tenant or any employee, agent, representative or contractor of Tenant for whom Tenant is legally liable; or (ii) the operation of the ATMs unrelated to the operation of the Real Property, except to the extent caused by the negligence, gross negligence or willful misconduct of Landlord or any employee, agent, representative or contractor of Landlord for whom Landlord is legally liable.

11.2 **Landlord Indemnification of Tenant.** Landlord shall indemnify and hold Tenant harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, including reasonable attorneys' fees, asserted against or incurred by Tenant arising out of: (i) the negligence, gross negligence or willful misconduct of Landlord or any employee, agent, representative or contractor of Landlord for whom Landlord is legally liable; or (ii) the operation of the Real Property unrelated to the ATMs, except to the extent caused by the negligence, gross negligence or willful misconduct of Tenant or any employee, agent, representative or contractor of Tenant for whom Tenant is legally liable.

11.3 **Risk of Loss.** Tenant shall bear all risk of loss to the ATMs, its equipment, and cash inside the ATMs resulting from vandalism, theft, or any criminal acts and Landlord shall not be responsible for any losses suffered by Tenant from such causes.

12. **Taxes.**

Tenant shall be liable for all taxes assessed by any taxing authority, (including sales taxes) which are attributable to Tenant's operations at the ATMs and shall pay all personal property taxes assessed on Tenant's fixtures, equipment and machinery. Landlord shall be liable for all taxes and/or assessments assessed by any taxing authority (including sales taxes) which are related to Landlord's occupancy or use or ownership of the Real Property, including, without limitation: (a) personal property, fixtures or equipment taxes assessed against Landlord's property; (b) franchise taxes assessed against Landlord; (c) taxes on Landlord's gross rents or profits; (d) inheritance, state, gift, income, transfer or excess profit taxes assessed against Landlord; (e) sales taxes payable by Landlord; and (f) real property taxes and assessments, including, but not limited to, any fees, interest and penalties arising from any such tax or assessment, assessed against all or any portion of the Real Property and the improvements located thereon, including, but not limited to, any such taxes and assessments attributable to the Premises or any portion thereof.

13. **Damage or Destruction.**

Should the Premises or the Real Property (or any portions thereof) be damaged or destroyed, Landlord shall, at Landlord's cost and expense, promptly repair the same, to the extent Landlord's insurance proceeds are made available to Landlord therefore and provided that (a) such repairs, in Landlord's reasonable good faith opinion, can be made within 120 days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Landlord's reasonable good faith opinion, will not exceed fifty (50%) percent of the then replacement cost of the Real Property. If Landlord is not required hereunder to repair such damage or destruction, then Landlord shall, within thirty (30) days from the date of such damage and destruction, either (i) notify Tenant in writing of Landlord's election to repair such damage or destruction, in which event Landlord shall promptly repair the same; or (ii) notify Tenant in writing of Landlord's election to immediately terminate this Agreement, in which event this Agreement shall be so terminated effective as of the date of such damage or destruction. During any time that repairs to the Premises are being made by Landlord, the rent payable by Tenant hereunder shall be abated to the extent that Tenant is unable to occupy or use the Premises. Notwithstanding the foregoing, Tenant may terminate this Agreement, effective as of the date of any damage and destruction, if (A) Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATMs by notifying Landlord in writing of Tenant's election to terminate no later than thirty (30) days after the date of such damage or destruction; or (B) Landlord fails to complete the repairs described in this Section 13 within 120 days from the date of such damage or destruction by notifying Landlord in writing of Tenant's election to terminate no later than thirty (30) days after such failure, provided, however, that if Landlord can reasonably complete such repairs within a reasonable time after notice from Tenant, then such 120-day period shall be extended by no more than thirty (30) days; or (C) Tenant is not able to obtain permits to restore the Premises without payment of unusual fees or costs or the satisfaction of unusual conditions, or Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control, by notifying Landlord in writing of Tenant's election to terminate no later than 30 days after Tenant's determination that it cannot obtain permits or that it is prevented from restoring the Premises.

14. **Eminent Domain.**

Should any of the Premises (or any portions thereof) be taken under the power of eminent domain, Tenant may terminate this Agreement as to the affected Premises by providing written notice of termination not later than thirty (30) days after the date of such taking. If Tenant does not elect to so terminate this Agreement, Landlord shall, at Landlord's cost and expense, promptly restore the Premises, and the rent payable by Tenant hereunder shall be abated to the extent that Tenant is unable to occupy and use such Premises. All damages and compensation awarded or paid because of such taking (other than compensation for the loss of Tenant's good will and improvements installed by Tenant at Tenant's expense, and Tenant's relocation expenses) shall belong to Landlord. All damages and compensation awarded or paid because of a taking of any improvements installed by Tenant at Tenant's expense shall belong to Tenant.

15. **Assignment and Subletting.**

Tenant shall not assign or transfer all or any part of its interest under this Agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord hereby consents to the assignment of this Agreement to any present or future wholly owned subsidiary or parent of Tenant or to any successor in interest of the entire business of Tenant as a result of the merger, consolidation, purchase, assignment, or by operation of law, provided such assignee has sufficient financial strength and will continue to perform the obligations of Tenant. Tenant shall give Landlord immediate notice of any merger, consolidation, purchase or name change.

16. **Default.**

16.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

(i) The failure of Tenant to pay Monthly Rent or any other amount payable hereunder, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord.

(ii) The failure of either party to observe or perform any of the covenants, conditions or other provisions of this Agreement required to be observed or performed by such party, where such failure shall continue for a period of thirty (30) days after written notice thereof by the other party hereto. Notwithstanding the above, if the cure of any such default cannot reasonably be completed within such thirty (30) day period, there shall be no Event of Default so long as the defaulting party shall have commenced to cure such default within said thirty (30) day period and diligently prosecutes said cure to completion.

(iii) The making by either party of any general assignment or general arrangement for the benefit of creditors; or the filing by or against either party of a petition to have such party adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy, unless, in the case of a petition filed against such party, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of, or the attachment, execution or other seizure of substantially all of such party's assets located at Premises or the Real Property, as the case may be, or of such party's interest in this Agreement,

where such possessions, attachment, execution or other seizure is not restored to such party, as the case may be, within thirty (30) days.

16.2 **Remedies on Default.** In the event of any Event of Default by either party, then, in addition to any other remedies available to the other party hereto at law or in equity, such other party may:

(i) Continue this Agreement in effect and thereby be entitled to enforce all rights and remedies under this Agreement; or

(ii) Terminate this Agreement by providing written notice to the defaulting party of such intention and recover from such defaulting party any amount necessary to compensate such other party for all detriment negligently or willfully caused by such defaulting party's failure to perform its obligations under this Agreement.

## 17. **Control of ATM; Confidentiality.**

17.1 **Control.** Landlord acknowledges that the operation of the ATMs shall be governed by the policies and procedures developed or to be developed by Tenant from time to time. In that regard, except as expressly set forth herein to the contrary, Tenant shall have the right to control and manage the ATMs, the operation and maintenance thereof and all business and transactions conducted thereat, including without limitation, the functions and features provided, the development of products, and pricing of services (including without limitation, surcharges on Tenant's customers or non-customers). Tenant agrees that it shall not charge its own customers for withdrawing cash from the ATMs and shall not charge non-customers of Tenant more than \$2.00 per transaction for withdrawing cash from the ATMs. Tenant reserves the right to charge its customers and non-customers fees for other services provided through the ATMs.

17.2 **Confidentiality.** In the course of its performance under this Agreement, Tenant may deliver to Landlord certain oral and written information, and plans and drawings regarding Tenant's ATMs, and the operation thereof, which information is proprietary in nature (the "Tenant Materials"). Landlord agrees (i) to keep the Tenant Materials and the existence and contents of this Agreement confidential, (ii) to make such information available to its officers, directors and employees only on a need to know basis, and (iii) not to disclose such information to any person or entity without the prior written consent of Tenant. In the event that this Agreement is terminated, all Tenant Materials and any copies thereof shall be returned to Tenant, and if this Agreement is terminated in part, such materials relating to the Premises so terminated shall be returned to Tenant, in any event without making notes pertaining thereto. Landlord agrees that it shall not, directly or indirectly, use the Tenant Materials in its business or in its dealing with any other person or entity.

## 18. **Notices.**

All notices, demands, consents, approvals and other communications which may or are required to be given by either Landlord or Tenant to the other under this Agreement will be given in writing, addressed to Landlord or Tenant with copies as directed at their respective addresses as indicated below, or at such other place as Landlord or Tenant may from time-to-time designate

in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid. All notices hereunder will be deemed given upon receipt, if personally delivered, or upon the date shown for delivery or attempted delivery if sent by national courier service or registered/certified mail.

**If to Landlord:**

Riverside Community College District  
4800 Magnolia Ave  
Riverside, CA 92506-1299  
Attn: Purchasing Manager

(With a copy to General Counsel  
At same address)

**If to TENANT:**

Wells Fargo Corp Properties Group  
Attn: Lease Mgmt (BE 105730, 105791, 105792)  
MAC D1116-L10  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262  
F: 704-590-0436  
E: PropertyAdmin@wellsfargo.com

Either party hereto may by written notice to the other party hereto specify a different address or addresses for notice purposes.

19. **Attorneys' Fees.**

In the event of any litigation between Landlord and Tenant in connection with this Agreement, the prevailing party shall be entitled to recover from the other party hereto, in addition to such other relief as may be granted, such reasonable attorneys' fees incurred by the prevailing party in instituting or defending such litigation, together with such reasonable costs and expenses of litigation as may be allowed by the court.

20. **Subordination.**

20.1 This Agreement will be subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Real Property, or on or against Landlord's interest or estate therein, provided that in the event of a foreclosure of any such mortgage or deed of trust or any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Agreement will not be terminated or extinguished, nor will the rights and possession of Tenant hereunder be disturbed, if Tenant is not then in material default under this Agreement beyond any notice and cure periods. Tenant will attorn to the person who acquires Landlord's interest hereunder through any such mortgages or deeds of trust.

20.2 If as of the date of execution of this Agreement, the Real Property or Landlord's interest or estate therein, or any portion thereof, is subject to any existing mortgages or deeds of trust, Landlord shall, prior to the Premises delivery date, obtain and deliver to Tenant a non-disturbance agreement from each holder of such mortgages or deeds of trust.

21. **Hazardous Materials.**

21.1 **Definitions.** For the purposes of this Agreement, the following terms have the following meanings:

- (a) "Environmental Law" means any law, statute, ordinance or regulation

pertaining to health, industrial hygiene, Hazardous Materials, or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

(b) "Hazardous Materials" means petroleum, asbestos, polychlorinated biphenyls, formaldehyde, radioactive materials, radon gas, mold, or any chemical, material or substance now or hereafter designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or words of similar import, under any federal, state or local law, regulation or ordinance or any byproduct or constituent element of any of the foregoing.

21.2 **Compliance.** To the best knowledge of Landlord, there are no Hazardous Materials located on, under, or about the Premises. Tenant and Landlord will each handle, treat, deal with and manage any Hazardous Materials in, on, under or about the Premises, in the case of Tenant, and the Real Property, in the case of Landlord, in compliance with all Environmental Laws and prudent industry practices regarding Hazardous Materials. Neither Landlord nor Tenant will use any Hazardous Materials in the Real Property or the Premises, respectively, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Landlord will use its best efforts to cause any other tenants of Landlord at the Real Property to comply with all Environmental Laws and to not allow any other tenant to use any Hazardous Materials except as necessary in the ordinary course of business and in compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in the Premises of which Tenant becomes aware and Landlord will promptly notify Tenant of any release or presence of any Hazardous Material in any area where Tenant's customers, employees, agents, or contractors may be likely to be present.

21.3 **Remediation.** If Hazardous Materials were placed on the Premises by Tenant, its agents, employees, or contractors, then Tenant shall have sole responsibility for the removal and/or remediation of any Hazardous Materials, in compliance with all Environmental Laws to the extent required by governmental authorities. Landlord shall have sole responsibility for the removal and/or remediation of any Hazardous Materials, in compliance with all Environmental Laws, discovered in, on or about the Premises, regardless of the date of its discovery, unless such Hazardous Materials were placed on the Premises by the Tenant, its agents, employees, or contractors to the extent required by governmental authorities.

21.4 **Indemnification.** Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs and litigation expenses), which arise from the presence of Hazardous Materials in the Premises caused by Tenant or its agents, employees or contractors. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs and litigation expenses), which arise from the presence of Hazardous Materials in the Premises unless such presence was caused by Tenant or its agents, employees or contractors.

22. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto with respect to the lease of the Premises, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an agreement in writing executed by the parties hereto.

23. **Quiet Enjoyment.**

Landlord covenants and agrees that so long as Tenant has not committed an Event of Default under the terms of this Agreement, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord or by the lessor under any master lease of the Real Property.

24. **Compliance with Laws.**

24.1 Each party represents and warrants that it shall in every manner of its business related to this Agreement obey and conform to all federal, state and local laws, regulations and directives. Any breach of said warranty and representation or claim of breach shall be the sole responsibility of the breaching party and the breaching party will, for said breach or claim of breach, hold the non-breaching party completely safe and harmless. Tenant shall be responsible for compliance with the American with Disabilities Act and other disabled access laws and regulations (collectively "ADA") by the ATMs and the Premises. Landlord shall be responsible for compliance with the ADA by the common areas. Landlord shall reasonably cooperate with Tenant in connection with Tenant's efforts to comply with the ADA and other applicable laws. Notwithstanding the foregoing, Landlord recognizes and agrees that many of Tenant's covenants and obligations hereunder, including, but not limited to, the establishment, closure, and relocation of the ATM, are subject to Tenant's obtaining the consent or approval of all regulatory agencies (including, without limitation, the Comptroller of Currency) now or hereafter empowered to regulate Tenant and its business operations, and such regulations shall supersede the terms and conditions of this Agreement.

24.2 Tenant agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, mental disability, medical conditions, marital status, or physical handicap except as provided in Section 12940 of the Government Code in the performance of this Agreement and to comply with the provisions of the State Fair Employment Practices as set forth in Part 7 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order.

25. **Force Majeure.**

The performance of both parties (except for the payment of monies earned and/or accrued) shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to "force majeure events". The term "force majeure" shall mean acts of God, strikes, lockouts, or labor difficulty; unavailability of parts,

equipment or materials through normal supply sources; or the failure of any utility to supply its services; or any other reasons beyond the control of the party whose performance is to be excused.

26. **Choice of Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State of California (the "State"), as such laws would be applied to residents of the State engaged in a transaction to be performed solely within the State. The parties mutually consent and submit to the personal jurisdiction of the state and federal courts located in the State and agree that any action, suit or proceeding concerning this Agreement shall be brought only in the federal or state courts located in the State. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding brought in any federal or state court located in the State, any defense or objections based upon lack of personal jurisdiction, improper venue, inconvenience of forum or the like.

27. **Construction.**

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Both parties hereto have assisted in the drafting of this Agreement and any ambiguities herein shall not be construed against either party.

28. **Brokers.**

Each party represents and warrants to the other that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Agreement. Each party agrees to indemnify the other party and to hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent or finder.

29. **Third Party Approvals.**

Landlord represents and warrants to Tenant that Landlord has the full right, power and authority to enter into this Agreement without the necessity of obtaining any third party approvals (other than those already obtained by Landlord), and that the terms of this Agreement do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

30. **Student ID Cards.**

Landlord and Tenant have contracted under separate agreement (the "**ID Card Agreement**") for Tenant to supply multi-purpose identification cards to Landlord's employees and all enrolled students. In the event this Agreement expires or is terminated for any reason,



then Tenant has the right to terminate the ID Card Agreement upon thirty (30) days' notice to Landlord.

31. **Waivers.**

No waiver of either party hereto of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.

32. **Time of Essence.** Time is expressly declared to be the essence of this Agreement.

33. **Waiver of Jury Trial.**

**TO THE EXTENT NOW OR HEREAFTER PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, DISPUTE OR LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PREMISES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER LANDLORD OR TENANT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES EXECUTING THIS LEASE.**

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Agreement as of the date first above written.

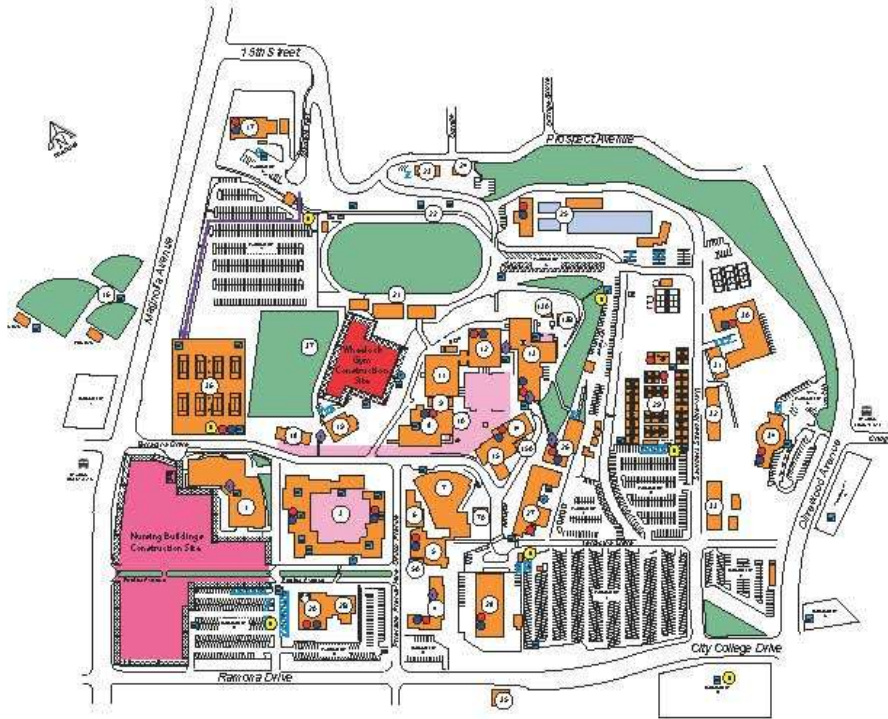
<b>WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association</b>	<b>RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California Community College District</b>
By: _____	By: _____
Name: _____	Name: James L.
Title: _____	Buysse _____
	Title: Vice Chancellor, Administration and Finance _____
By: _____	
Name: _____	By: _____
Title: _____	
Date: _____	Name: _____
	Title: _____
	Date: _____

# EXHIBIT A-1

## LOCATION OF THE PREMISES AT THE RIVERSIDE CITY COLLEGE

ATTACHMENT "A"

### Riverside City College



**UPPER CAMPUS**

- 1. DIGITAL LIBRARY & LEARNING RESOURCE CENTER  
Auditorium  
Glen Hunt Center for Teaching Excellence  
Instructional Media Center  
Tutorial Services
- 2. ADMINISTRATION (O.W. NOBLE)  
Section A  
Board Room  
Center for Communication Excellence  
Disabled Services  
H.O.M.E. Room (The Ujima Project)  
Learning Disabilities Center  
Mailroom  
Veteran's Center  
Section B  
Academic Affairs  
Community for Academic Progress (CAP)  
Dean of Instruction  
President's Office
- 3. QUADRANGLE (ARTHUR G. PAUL)  
Art Gallery
- 4. BUSINESS EDUCATION (ALAN D. PAUW)
- 5. MUSIC
- 5A. MUSIC ANNEX
- 6. MUSIC HALL (RICHARD M. STOVER)
- 7. LANDIS PERFORMING ARTS CENTER
- 7A. LANDIS ANNEX
- 8. MARTIN LUTHER KING, JR. HIGH TECH CENTER  
Academic Labs  
STEM Center
- 9. ASSESSMENT CENTER  
Viewpoints

- 10. PLANETARIUM (ROBERT T. DIXON)
  - 11. PHYSICAL SCIENCES
  - 12. LIFE SCIENCES
  - 13. STUDENT CENTER (RALPH H. BRADSHAW)  
Aguilar Patio  
Auxiliary Business Services/  
Cashier  
Bookstore  
Cafeteria/Food Services  
Citrus Room  
Extended Opportunities Programs & Services (E.O.P.S.)  
Hall of Fame  
Health Services  
Heritage Room  
Matriculation  
Student Services/Student Activities
  - 13A. ASRCC STUDENT GOVERNMENT
  - 13B. FINANCIAL AID ANNEX
  - 14. STUDENT FINANCIAL SERVICES  
Financial Aid  
Information Services
  - 15. ADMISSIONS & COUNSELING (CESAR E. CHAVEZ)  
Admissions & Records  
Career/Transfer  
Counseling  
Transcripts
  - 15A. OUTREACH ANNEX/Wells Fargo
- LOWER CAMPUS**
- 16. SPORTS COMPLEX (SAMUEL C. EVANS)  
Baseball Field  
Pony League Field (NATE DEFRANCISCO)  
Softball Field (AB BROWN)
  - 17. EARLY CHILDHOOD STUDIES
  - 18. CERAMICS
  - 19. ART

- 20. GYMNASIUM (ARTHUR N. WHELLOCK)  
Coaches' Office  
Fitness Room
- 21. STADIUM (ARTHUR N. WHELLOCK FIELD)  
Weight Room
- 22. NATURE TRAIL (ARLENE & ROBERT F. RICHARD)
- 23. NORTH HALL  
Finance & Accounting Services  
Purchasing & Accounts Payable
- 24. COLLEGE HOUSE  
Administration & Finance  
Risk Management
- 25. RIVERSIDE AQUATICS COMPLEX
- 26. TECHNOLOGY B  
International Students Center  
Printing & Graphics Center
- 27. TECHNOLOGY A  
Air Conditioning & Refrigeration  
Career/Technical Education  
Welding
- 28. AUTOMOTIVE TECHNOLOGY
- 29. LOVEKIN COMPLEX  
Athletics (H)  
CallWORKS/Resource Center (F2)  
College Safety and Police (A1, A2)  
Community Learning in Partnership (CLIP) (D6)  
CTA & Academic Senate (E4)  
Gateway to College (GTC) (D5, E1, F1, F5, F6)  
Independent Living Program (LP) (E2)  
Karate/Yoga (A8)  
Marching Tigers (C6)  
Photo Lab & Studio (G1, G2)  
Student Job Placement & Employment Services (F2)  
Upward Bound (A4)  
Workforce Preparation (WFP) (E5)

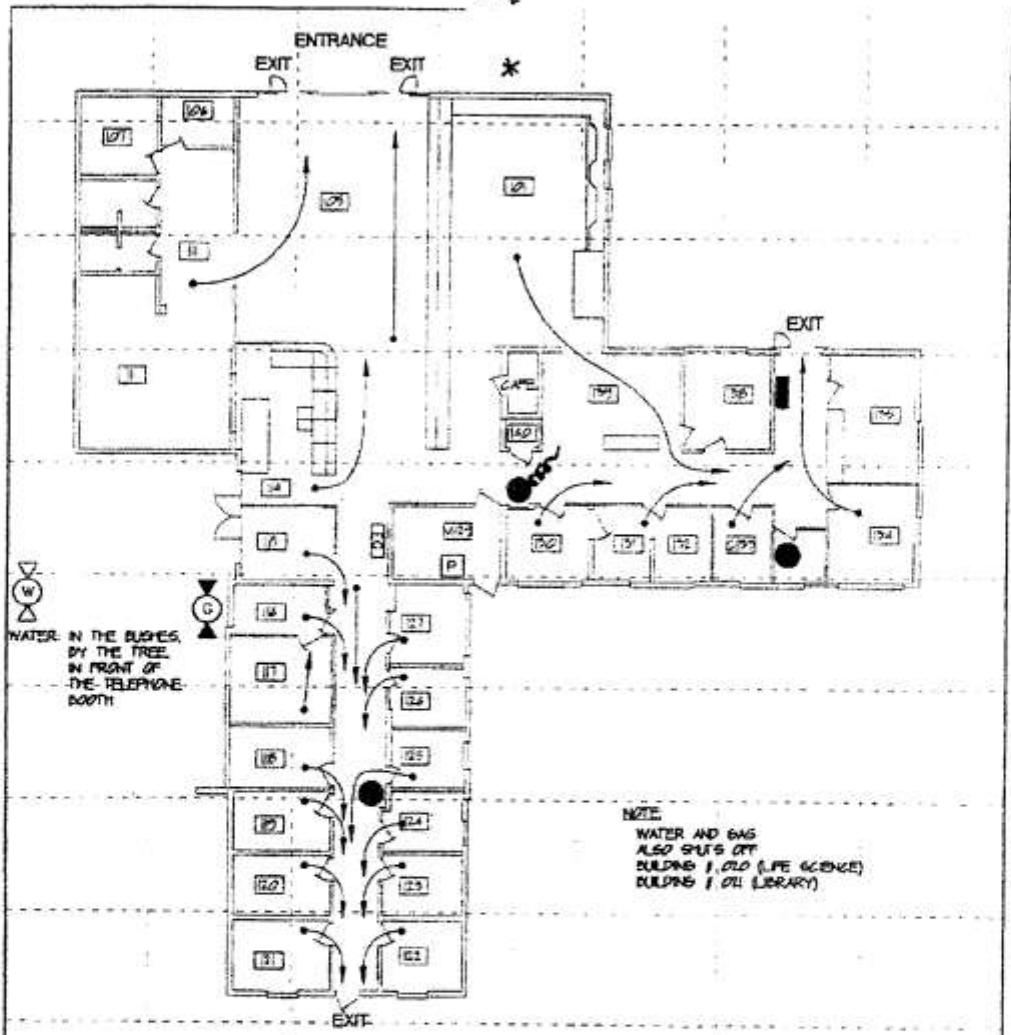
- 30. GYMNASIUM (CATHERINE S. HUNTLEY)  
Band  
PE/Cheer  
Dance
- 31. PILATES STUDIO (ELEANOR H. CRABTREE)
- 32. WAREHOUSE
- 33. MAINTENANCE & OPERATIONS
- 34. COSMETOLOGY
- 35. ALUMNI HOUSE - 3554 RAMONA DRIVE  
Foundation
- 36. PARKING STRUCTURE/TENNIS COURTS (FRAN BUSHMAN)
- 37. PRACTICE FIELD

	Restrooms
	Handicap Restrooms
	Elevators
	Handicap Parking
	RTA Bus Lines
	Bike Racks
	Pay Parking
	Emergency Telephones
	Free Speech Area

Updated 1/11

EXHIBIT A-1  
Page 2 of 2

WALL  
WALL



**FLOOR PLAN**



BUSINESS NAME: RIVERSIDE COMMUNITY COLLEGE		DATE: 2/4/98
ADDRESS: 4800 MAGNOLIA AVE	CITY: RIVERSIDE	ZIP:

**BUILDING 010**  
ADMISSIONS

**EXHIBIT A-2**

**LOCATION OF THE PREMISES AT THE NORCO COLLEGE**

**NORCO COLLEGE**  
 Riverside Community College District  
 2001 Third Street  
 Norco, CA 92860-2600

ATTACHMENT "B"



- Elevators
- Restrooms
- Disabled Parking
- Disabled Ramps
- One Way Road
- Smoking Area
- Amphitheater
- Emergency Phones
- Telephone
- Free Speech Area

- J Early Childhood Education Center - (ECEN)
- K Center for Applied and Competitive Technologies (CACT)
- L West End Quad - (WECQ)
- M1 Facilities
- N Applied Technology - (ATEC)
- O JFK Middle College High School - (JFK)
- P Portables A & B
- Q Industrial Technology (IT)
- R Sports Complex
- S Center for Student Success (CSS)
- The Corral (Cafeteria and Dining Room)

- A Student Services - (SSM)
- B Science & Technology - (ST)
- C Theater - (THTR)
- D Humanities - (HUM)
- E College Safety and Police
- F Central Plants
- G Wilfred J. Avey Library - (LIBR)
- H Head Start
- I Bookstore

updated 8/11

EXHIBIT A-2

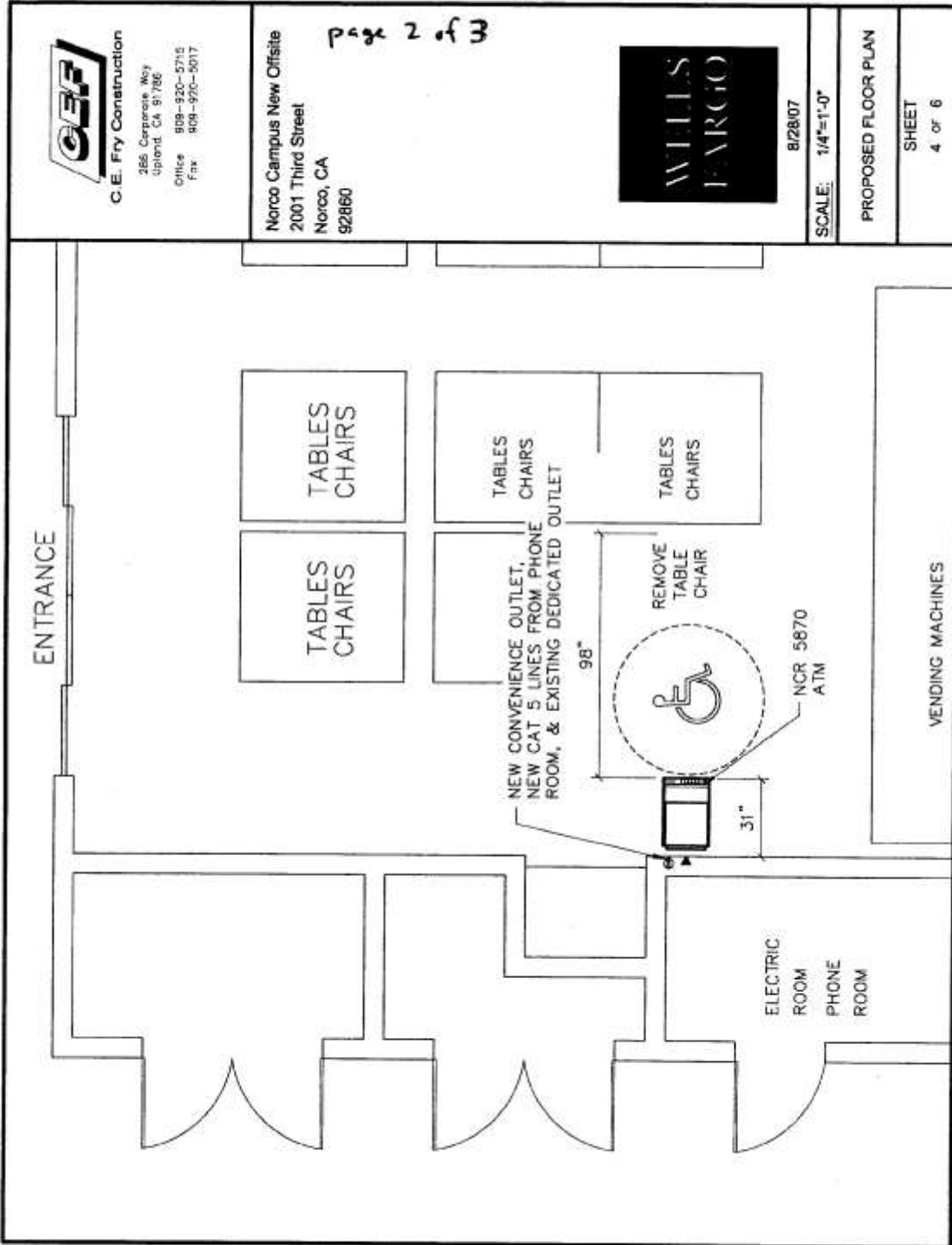


EXHIBIT A-2



C.E.F. Fry Construction

266 Corporate Way  
Leland, CA 91786

Office 909-920-5715  
Fax 909-920-5017

Norco Campus New Offsite  
2001 Third Street  
Norco, CA  
92860

Page 3 of 3



8/28/07

SCALE: NTS

ELEVATION

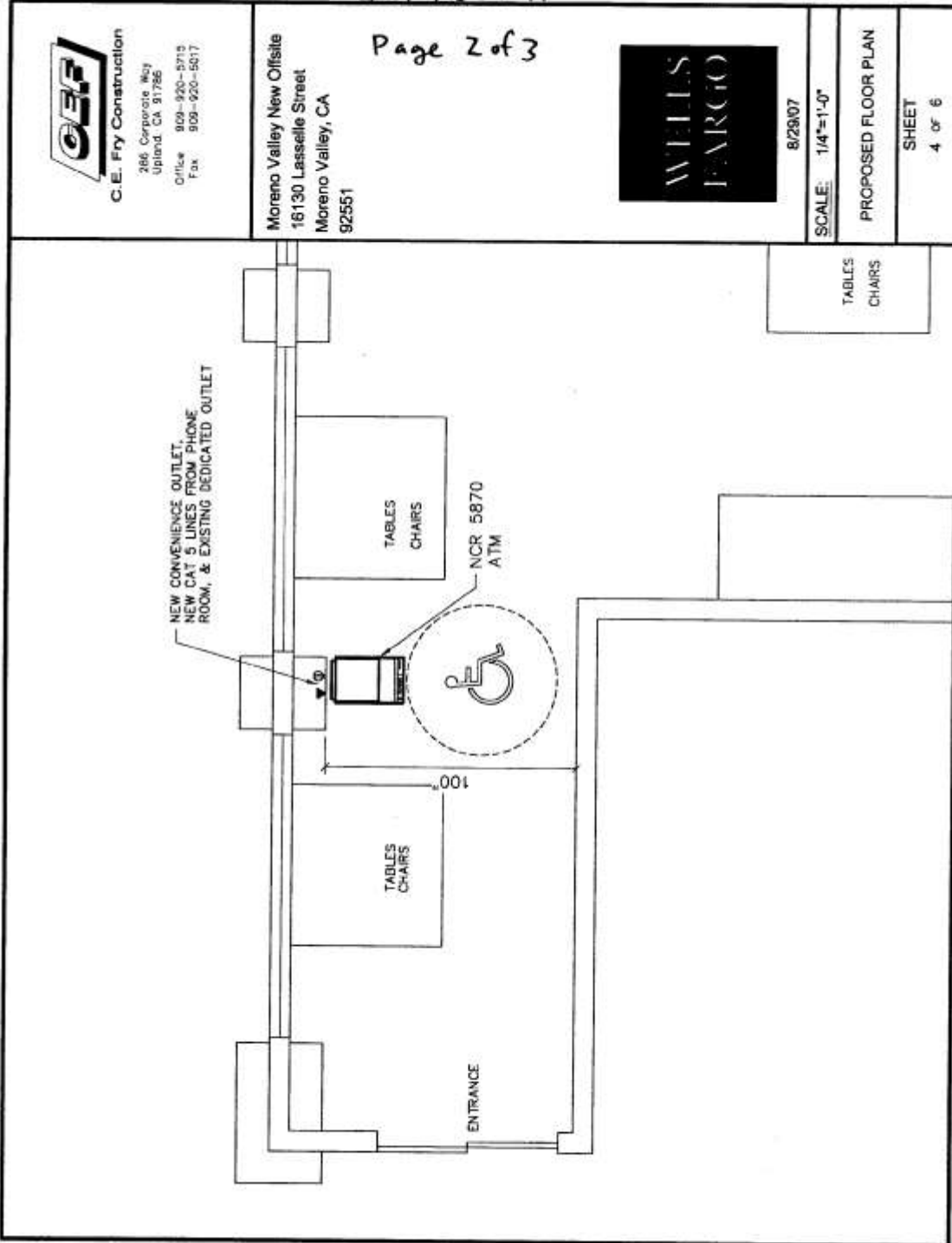
SHEET

6 of 6





EXHIBIT A-3



C.E. Fry Construction

266 Corporate Way  
Upland, CA 91786

Office 909-920-5715  
Fax 909-920-5017

Moreno Valley New Offsite  
16130 Lasselle Street  
Moreno Valley, CA  
92551

Page 2 of 3



8/29/07

SCALE: 1/4"=1'-0"

PROPOSED FLOOR PLAN

SHEET  
4 OF 6



EXHIBIT A-3



C.E. Fry Construction

268 Corporate Way  
Upland, CA 91786

Office 909-920-5715  
Fax 909-920-5017

Norco Campus New Offsite  
16130 Lasselle Street  
Moreno Valley, CA  
92551

Page 3 of 3



8/29/07

SCALE: NTS

ELEVATION

SHEET  
6 of 6



**Agreement for Identification Cards  
Between  
Riverside Community College District  
And  
Wells Fargo Bank, National Association**

**THIS AGREEMENT** (herein "Agreement") is made and entered into effective as of the 1st day of December, 2012 ("Effective Date") by and between the Riverside Community College District (herein "District") and Wells Fargo Bank, National Association (herein "Bank").

**WHEREAS**, District, through three individual card programs under the District umbrella, offers a multi-purpose identification card ("RCCD ID CARD") to all enrolled students in good standing and to all District employees (collectively the "Eligible District Community Members") that is used to access a variety of District facilities and on-campus services; and

**WHEREAS**, District desires Bank to provide checking account, ATM, PIN-based debit, and deposit transfer services among other banking and financial services to Eligible District Community Members in association with and accessed through the RCCD ID CARD, all as more particularly described herein; and

**WHEREAS**, Bank seeks to establish new account relationships through its affiliation with District including but not limited to checking accounts with linked RCCD ID CARDS (each such checking account referred to herein as "RCCD ID CARD Bank Account").

**NOW, THEREFORE**, for valuable consideration, the parties agree as follows:

**1. Term and Options to Extend.** The Term of this Agreement shall commence on December 1, 2012, and shall terminate on November 30 2017, unless otherwise terminated as provided in Section 26 (the "Term").

**2. Grant to Use District Name and Marks.** District hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit "A" of this Agreement (collectively, the "District Marks") for the sole purpose of offering and promoting the financial products and services to Eligible District Community Members through the RCCD ID CARD program. All applications of the District Marks by the Bank must conform to Exhibit "A," along with any specifications established by the District which specifications may be amended from time to time. Bank will make no other use of the District Marks or any other trademark or trade name owned by or associated with the District without, in each case, District's prior explicit written consent. Bank shall deliver all RCCD ID CARD

designs and all promotional and informational materials prepared by Bank that contain any District Mark to District prior to publication for District's prior written consent which consent shall not be unreasonably withheld or unduly delayed. District also grants Bank authority to use published RCCD ID CARD marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials. Such examples will only be used if material has been previously used with the public such as printed brochures, flyers, banners and the like.

Bank acknowledges and agrees that District is the owner of the District Marks, that the limited right hereunder to use the District Marks does not confer upon Bank any license or right of ownership of the District Marks, and all use of the District Marks by Bank will inure to the benefit of District. Accordingly, Bank's limited right to the use of the District Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the District Marks or the right of the District thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the District Marks or any mark, design or logo intended to identify the District. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the District Marks or any variation of the District Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

District does not make, and hereby disclaims, any representations or warranties with respect to the District Marks, or with respect to whether the District Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the District Marks or design as a trade name, trademark or mark. If there is any claim against District or Bank that the District Marks or any modifications thereof, as authorized by District, infringe the rights of another party, District will, at its own expense, defend Bank's right to use of the District Marks as authorized under this Agreement. In the event any such claim is resolved adversely to District or Bank, or in the event District agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then District agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 20. District further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank's use of the District Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the District, Bank agrees to immediately discontinue the use of any District Marks where there has been a claim of infringement and the claim has been resolved adversely to District or Bank, or where District agrees to discontinue use of the marks in order to resolve the claim.

**3. Grant to Use Bank Name and Marks.** Bank hereby grants District during the Term a non-exclusive right and license to use the marks set forth on Exhibit "B" of this Agreement (collectively, the "Bank Marks") on all RCCD ID CARDS linked to a RCCD ID CARD Bank Account and all promotional and informational materials prepared by District in connection with the RCCD ID CARD under this Agreement. District will make no other use of Bank Marks without Bank's prior written consent. District agrees that all products and/or services offered in connection with the RCCD ID CARD program shall be of a nature and quality commensurate with the nature and quality of the District's RCCD ID CARD program. District shall deliver all RCCD ID CARD designs and all promotional and informational materials prepared by District that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

District acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder to use the Bank Marks does not confer upon District any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, District's limited right to use of the Bank Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, District will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on RCCD ID CARDS issued after the effective date of such expiration or termination.

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a trade name, trademark or service mark. If there is any claim against Bank or District that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend District's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or District, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify District against any expenses District incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify District against all liabilities District incurs to third parties (including, without limitation damage awards obtained by such third parties against District), together with District's reasonable costs of defending against such liabilities (including attorney fees), arising from District's use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, District agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or District, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to RCCD ID CARDS issued or reissued after notice of the change is given to District. District shall be permitted to issue RCCD ID CARDS using stock which is already on

order with the supplier as of the time Bank notifies District of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that District determines that such use is needed to permit its RCCD ID CARD program to continue without interruption. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to the Bank Marks or to eliminate the Bank Marks on cards already issued, on order, or in stock with District, Bank shall pay all of District's costs related to such changes. District shall have no obligation to reissue RCCD ID CARDS with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

#### **4. Royalties to District.**

In consideration of the license and grant of rights from the District given to the Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to the District as follows:

**a. Initial Royalty Payment**

Bank will pay \$35,000 within sixty (60) days of the commencement of this Agreement.

**b. Account Royalty Payment**

Bank will pay District for each eligible checking account linked to the RCCD ID CARD for the purpose of ATM/PIN-based debit functionality and owned by an Eligible District Community Member.

The number of District RCCD ID CARD Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked RCCD ID CARD. Bank will use discrete product and customer identification and will only pay District for one linked RCCD ID CARD Bank Account per Eligible District Community Member. To be considered for payment, the RCCD ID CARD Bank Accounts must be in good standing, funded and owned by an Eligible District Community Member at the time annual computation is computed. Bank will determine computation in conjunction with District provided total enrollment of Eligible District Community Members (e.g., enrolled students). The total number of Eligible District Community Members will represent the total student enrollment number for the academic school year as of April of each year of the term.

The annual account royalty payment shall be based on the number of eligible checking accounts linked to RCCD ID CARDS as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a RCCD ID CARD held by faculty and staff will be included in the numerator of the percentage calculation but not the denominator. Accordingly, faculty and staff are not included in total student enrollment figure.

The annual account royalty payment will be calculated based on the following:

<b>Penetration of Student Enrollment Linked to a checking account</b>	<b>Annual Royalty Payment Based on Linked Accounts</b>
0% - 24.9%	\$20,000
25% - 29.9%	\$25,000
30% - 34.9%	\$30,000
35% - 39.9%	\$35,000
40% - 44.9%	\$40,000
45% - 49.9%	\$45,000
50% - 54.9%	\$50,000
55% - 59.9%	\$55,000
60% - 64.9%	\$60,000
65% - 69.9%	\$65,000
70% - 74.9%	\$70,000
75% - 79.9%	\$75,000
80% - 84.9%	\$80,000
85% - 89.9%	\$85,000
90% - 94.9%	\$90,000
95% - 99.9%	\$95,000
100%	\$100,000

Payments described in this Section 4 shall be deemed paid upon receipt by the District at the address indicated herein for receipt of notices pursuant to Section 29.

**Royalty Payment Timeframes**

The initial royalty payment to District of \$35,000 will be within sixty (60) days of the date the Agreement is executed. Accordingly, payment information is expected as follows:

- The account royalty payment will be calculated annually in June to ensure accurate payment has been made to District.
- Annual account royalty payments, based on number of linked RCCD ID CARD Bank Accounts, will be calculated from the total enrollment of Eligible District Community Members received from the District the last week of May. The annual account royalty payment will be due to District within sixty (60) days of the receipt of the total enrollment count.

Accordingly, the Agreement execution date is December 1st, 2012 so the initial royalty payment of the new agreement will be paid in February 2013. The first annual account royalty payment based on participation would be calculated in June 2013, and paid by August 2013.

## 5. RCCD ID CARD Bank Account.

During the Term, Bank will provide in accordance with this Section 5 a checking account linked to the RCCD ID CARD for RCCD ID CARD holders who have requested such an account and who meet Bank's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of \$100.00 by the RCCD ID CARD holder. Nothing herein prohibits Bank from closing any RCCD ID CARD Bank Account in accordance with standard deposit account procedures. Eligible District Community Members may choose from a variety of checking accounts offered by Bank. A "linked" checking account is defined as a Bank checking account which has a RCCD ID CARD linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some RCCD ID CARD holders may not be eligible for the RCCD ID CARD Bank Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank policy.
- b. Only one checking account per RCCD ID CARD holder shall be considered to be a RCCD ID CARD Bank Account.
- c. Enrolled students may choose the *Wells Fargo College Checking*<sup>®</sup> account, or comparable product offered from time to time by Bank. Faculty and staff may choose one of the checking accounts offered in the *Wells Fargo At Work*<sup>SM</sup> Program, or comparable product offered from time to time by Bank.
- d. The RCCD ID CARD Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.
- e. The RCCD ID CARD can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-debit purchases at merchants where Interlink or Maestro cards are accepted) to a Bank checking account.
- f. During the Term, should District decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to District students by direct deposit to student's RCCD ID CARD Bank Account or other depository account maintained by the Bank for the student, all without additional deposit-related processing charges or fees to the student.
- g. Should the District request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the District

website, dedicated to the RCCD ID CARD and the RCCD ID CARD holders, using a design and functionality subject to the approval of the District, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of District to provide any required approval. The website shall provide information as mutually agreed by District and Bank, which may include the following features:

- i Information about various account offerings for RCCD ID CARD holders,
  - ii Link to online application to open checking or savings accounts,
  - iii Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
  - iv Link to log-in for secure online banking session, and
  - v Information about and links to other Bank related products and services.
- h. District acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the RCCD ID CARD Bank Accounts that it makes generally to its non- RCCD ID CARD Bank Accounts.

#### **6. RCCD ID CARD Bank Account Opening.**

The RCCD ID CARD Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that District shall have the right to determine where, on the District's premises, such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting RCCD ID CARD Bank Account applications from RCCD ID CARD holders. Bank may accept deposits to Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the RCCD ID CARD holder in connection with the RCCD ID CARD Bank Account opening. District will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open a RCCD ID CARD Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the RCCD ID CARD program, including the opening of checking accounts for Eligible District Community



Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support RCCD ID CARD Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

**7. RCCD ID CARD Design and Specifications.** The RCCD ID CARD that can be linked to a RCCD ID CARD Bank Account shall conform to the following specifications. The front side of the RCCD ID CARD will include the one of the three applicable District Marks and designs mutually selected by the parties to differentiate the new card from previous RCCD ID CARDS and other CR80 size cards. The front side shall have these minimum requirements:

- i an electronically stored photo of the RCCD ID CARD holder,
- ii the RCCD ID CARD holder's relationship to District (faculty, staff, student), and
- iii the RCCD ID CARD holder's first and last name.

The reverse side of the new RCCD ID CARD shall have these minimum requirements:

- i magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two,
- ii Wells Fargo logo,
- iii the appropriate ATM network "bugs" as follows:
  - Plus: 15mm wide X 8.25mm high
  - Instant Cash: no minimum requirement
  - Star: 15.9mm wide x 10mm high
- iv Visa required language:
  - "ATM and purchase capability requires a linked deposit account." This copy must appear:
    - Near the Plus Marks
    - In at least 4-point Helvetica type font
- v instructions for reporting lost or stolen cards.

The RCCD ID CARD will include such design and functionality as is necessary to provide reasonably such District benefits as District may request, such as access pass to District facilities and District provided financial services.

District shall be responsible for any costs associated with the new design of the RCCD ID CARD. While District shall cooperate with Bank to create a RCCD ID CARD design with the intention of maximizing market potential and having an otherwise attractive appearance, District shall retain the right to disapprove Bank's design when it finds the design to adversely impact the professional image or reputation of District or to be otherwise disadvantageous to District. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the RCCD ID CARD shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa,

MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Bank approval.

It is the District's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Bank will assist District at District's expense with an initial trademark/service mark search if requested by District. District agrees to indemnify and hold Bank harmless against all claims, liabilities and judgments Bank may incur to third parties in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and District elects to use the name or card design.

**8. Issuance of New Cards.** Eligible District Community Members will continue to receive the District RCCD ID CARD with the capability to access Bank financial services. Bank and District will work together through mutually agreed upon communication methods including without limitation communications that the District will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of continuing to educate Eligible District Community Members about the RCCD ID CARD program with optional PIN-based debit functionality and marketing the same. Bank and District shall take such other measures as are reasonably calculated and necessary to continue to support the RCCD ID Card program.

Eligible District Community Members who receive the RCCD ID CARD can open a Bank checking account through a Bank representative on campus during the enrollment period or visit the local Bank store. The Eligible District Community Member will need to present the RCCD ID CARD at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

For RCCD ID CARD holders who already have a Bank checking account available for linking to their RCCD ID CARD, once the RCCD ID CARD is encoded with the appropriate 16-digit card number and upon RCCD ID CARD holder's request, Bank will enter the number into Bank's system and link such number to corresponding checking account.

District will have the right to issue replacement RCCD ID CARDS in accordance with the terms of this Agreement to RCCD ID CARD holders, whether or not they have a RCCD ID CARD Bank Account, provided District confirms that the original RCCD ID CARD has been duly reported as lost or stolen to Bank by the RCCD ID CARD holder.

#### **9. RCCD ID CARD Costs**

Bank will pay up to \$1.00 per new card of the actual cost of the plastic card stock for the RCCD ID CARD issued to new incoming students and new employed faculty and staff members who are considered Eligible District Community Members during the Term of the Agreement.

Bank will not pay for replacement RCCD ID CARDS issued to Eligible District Community Members if they are lost or stolen. It is at the District's discretion whether to charge Eligible District Community Members for replacement RCCD ID CARDS.

Bank will pay District within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by District. Such invoice will be provided no less than quarterly.

**10. Post-conversion Changes to the RCCD ID CARD.** District reserves the right to make alterations within a mutually agreed upon time to the RCCD ID CARD program which may require re-issuance of cards, in which case District would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Bank will dedicate the number of staff necessary to implement and maintain Bank's financial services throughout any re-issuance effort. District agrees that said changes will not diminish the financial services provided by Bank through the RCCD ID CARD program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

**11. Matters Relating to Lost or Stolen Cards; Fraudulent Use.** Should a RCCD ID CARD be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the RCCD ID CARD's capability for processing transactions through the RCCD ID CARD Bank Account. Bank shall provide RCCD ID CARD holders, without cost to the District, a toll-free phone number for the purposes of notifying the Bank of lost and stolen RCCD ID CARDS. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Bank shall also respond to lost/stolen card reports made in-person to Bank representatives during regular Bank business hours.

Bank shall assume financial liability for transactions conducted with lost or stolen linked RCCD ID CARDS in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Bank's general population of checking account customers located in the state of California.

**12. Persons No Longer Eligible District Community Members.** Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for District provided identification benefits of the RCCD ID CARD, District shall in accordance with such policies and procedures as it may establish, terminate the functionality of the RCCD ID CARD and its District identification benefits. However, District shall not be required to collect the RCCD ID CARD; nor shall the RCCD ID CARD holder be required to forfeit the RCCD ID CARD. Bank may or may not discontinue the services of the RCCD ID CARD Bank Account of any individual no longer qualifying as an Eligible District Community Member.

**13. Disposition of Cards Upon Termination.** Upon the termination or expiration of this Agreement for any reason, outstanding RCCD ID CARDS actively serving as District's multi-

function identification card and displaying the Bank Marks may or may not be replaced by District, at the District's sole discretion. Such outstanding RCCD ID CARDS may continue to serve as a District identification card with such District benefits as District may choose, for so long as District desires. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as RCCD ID CARD Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the RCCD ID CARDS to alternative access devices at the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the RCCD ID CARD program described in this Agreement, including but not limited to providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

**14. ISO Number Ownership.** At all times, District shall be deemed to own the ISO numbers associated with the RCCD ID CARD s issued pursuant to this Agreement.

**15. Vendor Support.** Bank plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. District has no responsibility for, and no relationship with, third party vendors accepting the RCCD ID CARD for ATM, PIN-based debit RCCD ID CARD transactions as a result of this Agreement.

**16. Compliance with Applicable Law and Regulations.** The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act. For purposes of this Agreement, District will be considered the "issuer" of the RCCD ID CARD used as the District ID card, except to the extent the RCCD ID CARD is used to perform electronic funds transfers to or from any RCCD ID CARD Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to District or any RCCD ID CARD holder for any liability arising from District's "issuer" responsibilities. Bank will be considered the "issuer" of the RCCD ID CARD as it pertains to electronic funds transfers to or from any RCCD ID CARD Bank Account and to the performance of any other financial transactions involving a RCCD ID CARD Bank Account. Bank will be responsible to the RCCD ID CARD holder for any unauthorized or erroneous transaction involving the RCCD ID CARD Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. District will not be responsible to Bank or to any RCCD ID CARD holder for any liability arising from Bank's issuer responsibilities or for losses to any RCCD ID CARD Bank Account; provided however, that nothing herein will exonerate District from any unauthorized or erroneous transactions or losses involving a RCCD ID CARD Bank Account caused by District. In connection with the direct deposit of guaranteed student loan disbursements and other student

financial aid or other District disbursements into the RCCD ID CARD Bank Accounts, if any, District will comply with all applicable laws and regulations.

Each party agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, mental disability, medical conditions, marital status, or physical handicap except as provided in Section 12940 of the Government Code in the performance of this Agreement and to comply with the provisions of the State Fair Employment Practices as set forth in Part 7 of Division 2 of the California Labor Code, to the extent applicable; the Federal Civil Rights Act of 1964, as set forth in Public Law 88352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order.

**17. Marketing.** Bank and District shall fully cooperate and shall work in conjunction to promote the RCCD ID CARD program through various marketing efforts. Both Bank and District shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, District will promote services provided under this Agreement to Eligible District Community Members through various communication channels available to District. District will provide Bank with the opportunity to provide information about the Bank financial services associated with the RCCD ID CARD program to District Cardholders and new incoming District students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts, and presence on District web pages. District and Bank will mutually agree upon direct mail and email communication strategies, and District will send these communications on Bank's behalf. District agrees that such marketing materials will include both the Bank Marks and District Marks. District will provide Bank with the opportunity to include inserts funded by Bank in District mailings to District Cardholders and new incoming District students. All mailings shall be mutually agreed on and where appropriate approved by the applicable District department and Bank. In addition, District will communicate during orientation the District RCCD ID CARD program and associated Bank financial services to all parents/guardians and students. The District RCCD ID CARD program and associated Bank financial services will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations including but not limited to the presence of Bank representatives and presentations at the orientations. District agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future RCCD ID CARD holders including but not limited to the above marketing efforts and "tabling" on campus.

Bank understands that in addition to allowing it to be on District premises for this purpose, under Free Speech laws, District must allow other financial institutions to be on District premises for the purpose of marketing their products to students and employees. Said marketing by other financial institutions would NOT include an RCCD ID CARD or any similar ID Card other than

that which would be the financial institution's own ATM/Debit Card. District will make every effort to avoid scheduling other financial institutions on District premises at the same dates/times that Bank will be on the premises.

### **Marketing Budget**

Bank will provide the marketing services function for marketing and promotion of the RCCD ID CARD program. Bank estimates that its annual marketing budget for the promotion of the RCCD ID CARD Campus Card project will be approximately \$15,000 annually during the Term of this Agreement. This budget includes funding for annual marketing materials including customized materials that will highlight the banking features of the RCCD ID CARD and the benefits of linking it to a Bank checking account.

### **18. Right of First Refusal.**

**A. Campus Bank Facility.** During the Term of this Agreement, District shall grant to Bank a right of first refusal ("Refusal Right") relating to the opening of an on campus bank facility upon the following terms and conditions: 1) If District desires to open an on campus bank facility, District shall notify Bank of such fact and shall submit to Bank a proposal containing the same provisions and conditions as those proposed to any other entity. Bank shall have sixty (60) business days after District submits said proposal to accept the proposal in writing; and 2) if Bank fails to accept said proposal within the sixty (60) business day period, then at such time Bank's Refusal Right shall be null and void and of no further force and effect. If Bank accepts the proposal, the parties shall promptly enter into an agreement reflecting the terms of the same.

**19. Insurance.** Bank represents and warrants that at all times during the Term, Bank shall maintain commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with Bank operating guidelines. Bank shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such to District upon request. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

District represents and warrants that at all times during the Term, District shall maintain comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with its operating guidelines. During business hours following reasonable request, District shall allow Bank to review such documents as are available pursuant to Public Records Laws to verify the existence and funding supporting

said program. Insurance requirements may be met through a program of self-insurance, a policy of insurance, through a Joint Powers Authority or any combination thereof.

**20. Liability.** Bank will exercise reasonable care in providing electronic funds transfer services and other services to RCCD ID CARD holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond the party's reasonable control.

Bank does not control, and, except as provided in Federal Reserve Board Regulation E and state law to the extent applicable, is not responsible to District for any error, act, or omission with respect to ATMs or POS terminals not owned and operated by Bank.

Bank does not undertake to ensure that RCCD ID CARD holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with RCCD ID CARDS, RCCD ID CARD holders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR EITHER PARTY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

**21. Representations and Warranties; Board Approval.** Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Trustees, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents

and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

**22. Examinations.** Except to the extent applicable law prohibits such, all records maintained by District pertaining to Bank and its RCCD ID CARD Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency. Bank will provide District or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling District to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the District or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Bank may require persons obtaining access to Bank's records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 24.

**23. Exclusivity.** During the term of this Agreement, District will not cause or authorize any District identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent RCCD ID CARD holders from using RCCD ID CARDS as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, District will give Bank exclusive access to market financial services to Eligible District Community Members including the marketing efforts and subject to the language indicated in Section 17.

**24. Confidentiality.** District may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that District deems proprietary or confidential pursuant to the law or District policy. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:

- a. Except for RCCD ID CARD Bank Account application data and RCCD ID CARD Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled "Confidential Information" or otherwise identified as "Confidential Information" in writing contemporaneous with furnishing such Confidential Information to the other party.



- b. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.
- c. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.
- d. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.
- e. The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by the OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.
- f. Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the District and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the District, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the District or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank's customer lists, including names of Eligible District Community Members who are RCCD ID CARD holders and who have RCCD ID CARD Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the

Term. Therefore, although District is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible District Community Members for any purpose it deems appropriate, District would be precluded from using a list comprised of RCCD ID CARD holders who have obtained RCCD ID CARD Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that District will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, the parties shall either return if requested or otherwise destroy Confidential Information including documents, data and other information provided to each other in connection with this Agreement. Notwithstanding any provision herein to the contrary, Bank shall be permitted and shall retain such District Confidential Information for so long as: (i) is required by law; or (ii) as may be consistent with its normal business practices not to exceed five years, unless otherwise required by law.

**25. Equipment.** District is responsible for providing at its cost any equipment and systems programming necessary to implement the new RCCD ID CARD program. Bank is responsible for providing any additional needed data lines and installation at its cost.

**26. Termination.**

- a. This Agreement may be terminated by either party (the "Non-Defaulting Party") upon notice to the other party (the "Defaulting Party") upon the Defaulting Party's material breach of any provision of this Agreement and failure to cure the breach within sixty (60) days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party. In the event the Defaulting Party is in good faith unable to cure such material breach within sixty (60) days, it shall commence the cure in a commercially reasonable manner and notify the Non-Defaulting Party of the anticipated cure date which in no event shall be later than one hundred twenty (120) days from the material breach.
- b. This Agreement may be terminated by either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.

- c. This Agreement may be terminated by either party at any time if: (i) the operation of the RCCD ID CARD program has or threatens to have a material adverse financial impact on Bank or District due to the use of one or more of the RCCD ID CARD s in a fraudulent manner or in a way which does not permit Bank or District to recover funds from the user(s) of the RCCD ID CARD (s); or (ii) Bank is notified by a regulatory agency that any aspect of the RCCD ID CARD program does not comply with any applicable law, regulation, rule or policy applicable to Bank or District.
- d. This Agreement may be terminated by Bank upon thirty (30) days' notice to District in the event the ATM Lease Agreement between Bank and District, entered into contemporaneously with this Agreement, expires or is terminated for any reason.

**27. Assignment.** This Agreement may not be assigned by either party in whole or in part, other than by operation of law, without in each event the other party's prior written consent. Any such permitted assignment will not, in any event, release the party from its obligations hereunder. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change. Each party agrees to promptly notify the other party in the event of any transfer resulting from its reorganization, consolidation or name change.

**28. Subcontractors.** Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and District unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, District acknowledges that certain RCCD ID CARD products and services to be provided by Bank may be supplied by or through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

**29. Notices.** Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Bank:  
Celia Lanning

Area President  
Wells Fargo Bank  
1250 Corona Pointe Ct  
3<sup>rd</sup> Flr, Suite 310  
MAC # E3508—030  
Corona, CA 92879

If to District:  
Purchasing Manager  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

With a Copy to:  
General Counsel – same address

**30. Amendments and Waiver.** This Agreement may be amended only in writing signed by both parties. In the event of a default by either party under this Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will not result in a waiver of the party's rights with respect to the same or any subsequent breach by the breaching party.

**31. Governing Law.** The laws of the State of California shall govern this Agreement. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible District Community Member regarding a RCCD ID CARD Bank Account.

**32. Force Majeure.** The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, acts or threats of terrorism, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay. Any relief granted shall be limited to an extension of delivery dates or times of performance.

**33. Relationship of Parties.** No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

**34. Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto

relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement. However, District and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

### **35. Information System General Security**

- a. District and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank's premises.
- b. With regard to any computer system owned, controlled, or used by District or any agent or subcontractor of District, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Bank or which is used to store any Bank's software or data, District shall comply with all Bank's security policies, procedures, and standards governing or related to the connection or access to Bank's computer systems as it may promulgate from time to time so long as District receives notice of such policies, procedures, and standards, and any relevant changes.
- c. In addition, District agrees: (i) not to alter any hardware or software security residing on any Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

**36. Taxpayer Identification Number.** District shall provide Bank with a duly dated and executed certification of taxpayer identification number in the form attached as Exhibit C.

**37. License to Establish Link to Bank Web Site.** District may choose to use the Bank "red box" logo on the District Internet web site as a link to Bank's Internet web site at [wellsfargo.com](http://wellsfargo.com) and has requested Bank's consent.

Bank hereby grants to District a worldwide, non-exclusive right and license to establish a normal (href) text based link on [www.rcc.edu](http://www.rcc.edu) to the [www.wellsfargo.com](http://www.wellsfargo.com) home page for the purpose described in the immediately preceding paragraph; provided, however, that District shall not "frame" the Bank web pages inside the District web site. Bank also hereby grants to District a non-exclusive right and license to use the WELLS FARGO "red box" logo ("the Logo") on the District Internet web site located at [www.rcc.edu](http://www.rcc.edu) for the exclusive purpose of linking from [www.rcc.edu](http://www.rcc.edu) to [www.wellsfargo.com](http://www.wellsfargo.com). District agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms

of this Agreement), that the Logo is the sole property of Bank and that any and all uses by District of the Logo shall inure to the benefit of Bank.

District acknowledges that Bank may terminate the above right to link and the right to use the Logo if the content or structure of the District web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Bank, District removes the materials to which Bank objects or revises the District web pages and/or site to return to the original format or a format that is acceptable to Bank. If the above right to link and use the Logo is terminated, District agrees to remove the link from the District web page to the Bank web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

District agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to District by Bank. District agrees that all products and/or services offered by District on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the District use of the Logo on the District web site. District shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank's consent.

This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to District, are non-transferable by District, do not convey any sublicensing rights to District, and shall not inure to the benefit of any successor in interest of District. This license to use Logo shall be binding upon and inure to the benefit of Bank's successors and assigns. All rights not specifically granted or licensed to District are reserved to Bank.

**38. Student Loan Representation and Warranty.** District and Bank represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Agreement are unrelated to whether the District refers student loans to Bank and to the amount of any such referrals. The parties further represent and warrant that royalty or other payments made by Bank to the District in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates designated below.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Signature: \_\_\_\_\_

Name:

Title:

Date:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Signature: \_\_\_\_\_

Name: James L. Buysse \_\_\_\_\_

Title: Vice Chancellor, Administration and Finance

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

**EXHIBIT A**  
**DISTRICT MARKS**



**EXHIBIT B**

**BANK MARKS**



(Black box with white letters)



(Red box with gold letters)

**EXHIBIT C**

**DISTRICT TAXPAYER IDENTIFICATION NUMBER**



## Agenda Item (VI-B-7)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-7)
Subject	Out-of-State Travel
College/District	District
Funding	n/a
Recommended Action	Recommended that the Board of Trustees approve the out-of-state travel.

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### Background Narrative:

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

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

### Attachments:

[112012\\_Out of State Travel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

November 20, 2012

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

Retroactive:

None

Revision:

- 1) Ms. Rebecca Moon-Stone, supplemental Instructional coordinator, academic support, Riverside City College, to travel to Kansas City, Missouri, November 10-13, 2012, to attend the Supplemental Instruction Supervisor Training. Estimated cost: \$1,880.34. Funding source: the general fund. (The total cost of travel increased to \$2,280.04)

Current:

*Moreno Valley College:*

- 1) Ms. Maureen Chavez, associate dean, grants and college support programs, to travel to Washington, D.C. March 25 – 29, 2013, to attend the U.S. Dept. of Education Project Director's Conference. Estimated cost: \$2,592.69. Funding source: Hispanic Serving Institutions Stem Tap Grant funds.
- 2) Dr. Bonavita Quinto-MacCallum, activity director, grants and college support programs, to travel to Washington, D.C. March 25 – 29, 2013, to attend the U.S. Dept. of Education Project Director's Conference. Estimated cost: \$2,592.69. Funding source: Title V (Ben Clark Training Center) Grant funds.
- 3) Ms. Linda Pratt, director, student financial aid services, to travel to Orlando, Florida, November 26 – December 1, 2012, to attend the 2012 Federal Student Aid Conference. Estimated cost: \$1,878.88. Funding source: Categorical Board Financial Assistance Program funds.

*Norco College:*

- 1) Mr. Joe Eckstein, associate professor, geography, to travel to Beijing, China, February 21 – May 4, 2013, to provide leadership and course offerings for the spring Semester 2013 International Education/Study Abroad Program. There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

November 20, 2012

*Riverside City College:*

- 1) Dr. Amber Casolari, associate professor, economics, to travel to Beijing, China, February 21 – May 4, 2013, to provide leadership and course offerings for the spring Semester 2013 International Education/Study Abroad Program. There is no cost to the District.
- 2) Ms. Michelle Daddona, associate professor, kinesiology, to travel to Orlando, Florida, November 28 – December 2, 2012, to attend the National Fast pitch Coaches Association. There is no cost to the District.
- 3) Mr. Matt Neves, producing artistic director, performance, to travel to Saginaw, Michigan, January 7 – 13, 2013, to attend the Kennedy Center American College Theater Festival. There is no cost to the District.
- 4) Dr. Ward Schinke, associate professor, political science, to travel to Chicago, Illinois, November 17 – 20, 2012, to accompany ten (10) students participating in the 2012 American Model United Nations International Conference. Estimated cost: \$10,158.00. Funding source: the general fund. (This is replacing the trip to Xi'an, China, scheduled on November 17 – 26, 2012, approved by the Board on August 21, 2012.)

*Riverside Community College District:*

None



## Agenda Item (VI-B-8-a)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Notices of Completion
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees 1) accept the projects listed on the attachment as complete, 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 - Public Works), and 3) authorize the Board President and the Vice Chancellor, Administration and Finance to sign the Notices of Completion.

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### Background Narrative:

Facilities Planning & Development staff reports that the following projects are now complete (see attached listing).

Prepared By: Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Dale Adams, Project Manager  
Majd Askar, Purchasing Manager

### Attachments:

[11202012 Notices of Completion](#)

COMPLETED PROJECTS

November 20, 2012 .3

Project

Citrus Belt Savings & Loan / Okubo Art Gallery – Electrical\*  
Alumni Carriage House Renovation

Contractor

Southern California West Coast Electric, Inc.  
LSC Construction

\*Correction to project name previously submitted to the Board of Trustees on October 16, 2012 as Culinary Arts Academy & District Office

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

Name **James L. Buysse**  
Administration and Finance  
Street Address **4800 Magnolia Avenue**  
City & State **Riverside, CA 92506**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 11/20/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Electrical
- The name of the contractor, if any, for such work of improvement was Southern California West Coast Electric, Inc  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3845 Market Street  
(If no street address has been officially assigned, insert "none")

Dated: 11/20/2012

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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



Name **James L. Buysse**  
 Administration and Finance  
 Street Address **4800 Magnolia Avenue**  
 City & State **Riverside, CA 92506**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

	NAMES	ADDRESSES
	<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 11/20/2012. The work done was:  
Alumni Carriage House Renovation
- The name of the contractor, if any, for such work of improvement was LSC Construction  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue  
(If no street address has been officially assigned, insert "none")

Dated: 11/20/2012

Riverside Community College District  
 President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
 notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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



## Agenda Item (VI-B-8-b)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-b)
Subject	Surplus Property
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

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### Background Narrative:

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

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

### Attachments:

[11202012\\_Surplus Property](#)

**Surplus Property  
November 20, 2012**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	AVID	HARD DRIVES	MEDIA DOCL LVD	9C66145	023091
1	DELL	CPU PC	DHM	7C0RJ71	030569
1	DELL	MONITOR	1706FPVT	CN0T94017161858IAEC	031869
1	DELL	MONITOR	1706FPVT	CN0T94017161858IAEF	038368
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018972076	014574
1	GATEWAY	COMPUTER - CPU PC	E4000	0030253903	021966
1	GATEWAY	COMPUTER - CPU PC	PROFILE	0034870887	024590
1	GATEWAY	COMPUTER - CPU PC	E6000	0030062971	021034
1	GATEWAY	COMPUTER - CPU PC	E4000	0030253827	021994
1	GATEWAY	CPU PC	E4610D	00379008059	033777
1	GATEWAY	CPU PC	E4610D	0039008056	033782
1	GATEWAY	CPU PC	E4610D	0039008057	033783
1	GATEWAY	CPU PC	E4610D	0039008058	033784
1	GATEWAY	CPU PC	E4610D	0039186637	036083
1	GATEWAY	CPU PC	E4610D	0039186662	036074
1	GATEWAY	CPU PC	E4610D	0039186647	036075
1	GATEWAY	CPU PC	E4610D	0039186635	036093
1	GATEWAY	CPU PC	E4610D	0039186628	036098
1	GATEWAY	CPU PC	E4610D	0039186645	036104
1	GATEWAY	CPU PC	E4610D	0039186641	036119
1	GATEWAY	CPU PC	E4610D	0039186651	036125
1	GATEWAY	CPU PC	E46100	0040493373	037277
1	GATEWAY	CPU PC	E46100	0040493368	037278
1	GATEWAY	CPU PC	E46100	0040493369	037279
1	GATEWAY	CPU PC	E6500	0037124707	032750
1	GATEWAY	CPU PC	E6610D	0004536900	036890
1	GATEWAY	CPU PC	PROFILE 6	0004509473	040415
1	GATEWAY	MONITOR	VX700	P910144349	014247
1	GATEWAY	MONITOR	FPD1565	MR95750H01497	026234
1	GATEWAY	MONITOR	FPD1565	MR95750H01859	026243
1	GATEWAY	MONITOR	FPD1985	MWE6AB0N01946	034137
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00851	036157
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00848	036158
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00858	036154
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00953	036152
1	GATEWAY	MONITOR	FPD1785	MWD74B0N01677	036150
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00933	036151
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00852	036166
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00847	036169
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00845	036165
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00873	036130
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00854	036147
1	GATEWAY	MONITOR	FPD1785	MWD75b0N00074	036132
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00963	036133
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00849	036135
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00864	036142
1	GATEWAY	MONITOR	FPD1785	MWD75B0N00123	036143
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00942	036173

## Surplus Property November 20, 2012

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00935	036178
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00945	036161
1	GATEWAY	MONITOR	FPD1785	MWD74B0N00934	036162
1	GATEWAY	MONITOR	TFT1780PS	2522547R732001167	037272
1	GATEWAY	MONITOR	FPD1570	KUL5033D0017778	019281
1	GATEWAY	MONITOR	FPD1530	MUL5022CO121438	023769
1	GATEWAY	MONITOR	FPD1530	MUL5022CO122250	023768
1	GATEWAY	MONITOR	FPD1730	MUL7007K0019373	025732
1	GATEWAY	MONITOR	FPD1730	MUL7003D0027877	021881
1	GESTETNER	COPIER	DSC224	J2546700584	025197
1	HP	COPIER	OJG85XI		023576
1	HP	PRINTER	Q5964A	CNGKB43029	026232
1	HP	PRINTER	6980DT	MY7219R0T1	034209
1	HP	PRINTER	G85XI	SGG22E118P	040416
1	HP	PRINTER	LJ4000N	SBMB205121	010619
1	HP	PRINTER	Q5560A	MY51JC91Q0	026854
1	HP	PRINTER	4050N	USQX076591	019337
1	HP	SCANNER	5300C	TW11320262	017312
1	LEXMARK	MONITOR	I2440	VN93123	043070
1	LEXMARK	PRINTER	X5270	16305451155	042308
1	N/A	FURNITURE	N/A	N/A	N/A
1	PANASONIC	TV	PVDF2004	D4AA22337	023500
1	PANASONIC	VCR	AG-1350P	C4TB00480	023884
1	PANASONIC	VIDEO CONFERENCING	hdX8004 XLP	N/A	040418
1	SHARP	VCR	XA-905	104718995	017698
1	SONY	CD/DVD PLAYER	DVP-NS725P	2586832	023892
1	SONY	PROJECTOR	VPL-PX11	6509154	022735
1	SONY	PROJECTOR	VPLPX20	13878	015855
1	TOSHIBA	PROJECTOR	S20U SVGA	10113658	026047
1	VIEWSONIC	MONITOR	VS11349	QB0064805475	033754
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## Agenda Item (VI-B-8-c)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-c)
Subject	Surplus Property Amendment - RCC Portables
College/District	Riverside
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; and (2) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

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### Background Narrative:

Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale. The District has determined that the property on the attached list may exceed the total value of \$5,000. To meet Education Code requirements, the private sale will be advertised, by public postings at the District Office and at each college prior to the auction date.

As a result of discovering mold issues in Portables A1 and A2 which necessitated the relocation of the police to portables that we had anticipated would be surplus, we will be amending the list of District portables as it appeared on the August 21, 2012 Board Meeting. Portables E1, E2 and E3 previously listed as surplus will now be retained for use by Campus Police to replace the A1 and A2 portables. In addition, it has been determined that Portable F9, listed as surplus in the August 21 Board Report is needed for an academic program (Photography). Therefore, we will be retaining portables E1, E2, E3 and F9 and will disposing of portables A1 and A2.

To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Prepared By: Cynthia Azari, President, Riverside City College  
Charlie Wyckoff, Acting Vice President, Business Services, RCC  
Bill Bogle, Controller  
Ruth Adams, General Counsel  
Michael Simmons, Director, Risk Management, RCCD

### Attachments:

[RCC Surplus Portables](#)

**Salvage Property  
November 20, 2012**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	N/A	Portable A1	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable A2	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D1	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D2	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable Restroom D3	480 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D4	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D5	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D6	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E4	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E5	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E6	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F1	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F2	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F3	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F4	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F5	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F6	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F7	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F8	960 TOTAL SQ.FT.	N/A	<b>034999</b>



## Agenda Item (VI-B-8-d)

Meeting 11/20/2012 - Regular

Agenda Item Consent Agenda Action (VI-B-8-d)

Subject Surplus Property District Vans

College/District District

Funding N/A

Recommended Action It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; and (2) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

---

### Background Narrative:

Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale. The District has determined that the property on the attached list may exceed the total value of \$5,000. To meet Education Code requirements, the private sale will be advertised, by public postings at the District Office and at each college prior to the auction date.

Due to a change in California Department of Motor Vehicles regulations, the vans currently owned by the District are now required to be driven by someone with a Class B license as opposed to the Class C driver's license that most people have. This has resulted in the vans being of very limited use to the District. Therefore, the District will be liquidating 12 vans and the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal. The vans were originally purchased using ASRCC funds and therefore proceeds of the sale will go back to ASRCC and be used to rent vans as needed. We are retaining one van which is handicapped equipped.

Prepared By: Cynthia Azari, President, Riverside City College

Charlie Wyckoff, Acting Vice President, Business Services, RCC

Norm Godin, Vice President, Business Services, MVC

David Bobbitt, Interim Vice President, Business Services (MVC/NC)

Bill Bogle, Controller

### Attachments:

[RCCD Surplus Property Van List](#)

**Surplus Property  
November 20, 2012**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	FORD	2000 FORD VAN	E350	1FBSS31S2YHA71786	014774
1	FORD	2001 FORD VAN	E350	1FBSS31S51HA87941	017235
1	FORD	2001 FORD VAN	E350	1FBSS31S71HA87942	017236
1	FORD	2006 FORD VAN	E350SD	1FBSS31L36HA62357	031898
1	FORD	2006 FORD VAN	E350SD	1FBSS31L36HA62360	031901
1	FORD	2006 FORD VAN	E350SD	1FBSS31L56HA62358	031902
1	FORD	2006 FORD VAN	E350SD	1FBSS31L56HA62361	031900
1	FORD	2006 FORD VAN	E350SD	1FBSS31L76HA62359	031899
1	FORD	2006 FORD VAN	E350SD	1FBSS31L76HA62362	031897
1	FORD	2009 FORD VAN	E350 XLT SUPER D	1FBSS31L79DA37649	039783
1	FORD	2006 FORD VAN	E350	1FBSS31L36HA62357	031898
1	FORD	2006 FORD VAN	E-350 XLT SUPER D	1FBSS31L56HA6235B	031902





## Agenda Item (VII-A)

Meeting	11/20/2012 - Regular
Agenda Item	Consent Agenda Information (VII-A)
Subject	CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended September 30, 2012
College/District	District
Information Only	

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### Background Narrative:

Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor’s Office. The CCFS-311Q compares actual information for the prior three fiscal years to projected information for the current fiscal year. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

#### Fund 11 – Unrestricted

Resource 1000 – General Unrestricted  
Resource 1080 – Community Education  
Resource 1090 – Performance Riverside  
Resource 1110 – Bookstore (Contractor Operated)  
Resource 1170 – Customized Solutions

#### Fund 12 – Restricted

Resource 1050 – Parking  
Resource 1070 – Student Health  
Resource 1120 – Center for Social Justice and Civil Liberties  
Resource 1180 – Redevelopment Pass-Through  
Resource 1190 – Grants and Categorical Programs

Attached for the Board’s review and information is a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended September 30, 2012.

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

### Attachments:

[11202012\\_CCFS-311Q Quarterly Financial Status Report](#)

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2012-2013

Quarter Ended: (Q1) Sep 30, 2012

District: (960) RIVERSIDE

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** James L. Buysse

**CBO Phone:** 951-222-8047

**CBO Signature:** 

**Date Signed:** 11/1/12

**Chief Executive Officer Name:** Gregory W. Gray

**CEO Signature:** 

**Date Signed:** 11/1/12

**Electronic Cert Date:** 11/01/2012

**District Contact Person**

**Name:** Bill J. Bogle, Jr.

**Title:** Controller

**Telephone:** 951-222-8041

**Fax:** 951-222-8021

**E-Mail:** bill.bogle@rccd.edu

California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4554  
Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [catalig@cccco.edu](mailto:catalig@cccco.edu) or Tracy Britten (916)323-6899 [tbritten@cccco.edu](mailto:tbritten@cccco.edu)  
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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

**District: (960) RIVERSIDE**

**CHANGE THE PERIOD**

**Fiscal Year: 2012-2013**

**Quarter Ended: (Q1) Sep 30, 2012**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2009-10	Actual 2010-11	Actual 2011-12	Projected 2012-2013
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A.</b>	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	141,019,430	143,808,312	130,719,885	134,676,000
A.2	Other Financing Sources (Object 8900)	-2,610,591	1,410,028	-176,023	282,888
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	138,408,839	145,218,340	130,543,862	134,958,888
<b>B.</b>	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	139,960,566	142,578,585	135,251,667	135,258,643
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,152,570	632,790	1,251,129	1,941,414
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	141,113,136	143,211,375	136,502,796	137,200,057
<b>C.</b>	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	-2,704,297	2,006,965	-5,958,934	-2,241,169
<b>D.</b>	<b>Fund Balance, Beginning</b>	13,253,849	10,468,684	12,450,649	6,616,950
D.1	Prior Year Adjustments + (-)	-80,868	-25,000	125,235	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	13,172,981	10,443,684	12,575,884	6,616,950
<b>E.</b>	<b>Fund Balance, Ending (C. + D.2)</b>	10,468,684	12,450,649	6,616,950	4,375,781
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	7.4%	8.7%	4.8%	3.2%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	31,185	29,437	25,858	25,858
-----	---	--------	--------	--------	--------

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

As of the specified quarter ended for each fiscal year				
	2009-10	2010-11	2011-12	2012-2013

H.1	Cash, excluding borrowed funds	-5,011,602	25,687,367	8,233,645
H.2	Cash, borrowed funds only	7,146,178	15,940,000	4,521,382
H.3	Total Cash (H.1 + H.2)	2,134,576	41,627,367	12,755,027

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I.</b>	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	134,676,000	134,676,000	18,675,529	13.9%
I.2	Other Financing Sources (Object 8900)	282,888	282,888	4,638	1.6%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	134,958,888	134,958,888	18,680,167	13.8%
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	135,258,643	135,258,643	25,984,226	19.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,941,414	1,941,414	72,000	3.7%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	137,200,057	137,200,057	26,056,226	19%
<b>K.</b>	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-2,241,169	-2,241,169	-7,376,059	
L	Adjusted Fund Balance, Beginning	6,616,950	6,616,950	6,616,950	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	4,375,781	4,375,781	-759,109	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	3.2%	3.2%		

**V. Has the district settled any employee contracts during this quarter? NO**

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified
	Total Cost Increase	% *	Permanent	Temporary	
<b>a. SALARIES:</b>					
Year 1:					
Year 2:					

	Year 3:								
<b>b. BENEFITS:</b>									
Year 1:									
Year 2:									
Year 3:									

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

**VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?** **YES**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

Due to the State's continuing Budget Strategy of deferring apportionment, the District was forced to seek cash flow alternatives such as internal borrowing, and Mid-Year Tax and Revenue Anticipation Notes (TRAN).

**VII. Does the district have significant fiscal problems that must be addressed?**

**YES**  
**YES**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Significant State budget cuts contributed to a budget shortfall for the District. The District was forced to make substantial cuts to section offerings despite surging demand; decrease discretionary expenses; continue a hiring freeze; impose layoffs; and utilize one-time sources to mitigate the impact of the budget shortfall. The State's action of deferring apportionment funding will cause the District to experience cash flow shortages. The District was forced to secure alternate financing and implement internal borrowing measures to mitigate the impact of expected cash deficits.

The District's budget is predicated upon the passage of a tax increase initiative in November 2012. If the tax increases initiative fails, the District will suffer an apportionment reduction of approximately \$8.3 million.

FY 2013-2014

It is anticipated that the State will experience a structural deficit in FY 13-14 whether or not the November, 2012 tax initiative passes and will further reduce community college apportionments as a result. The District will be exploring budget strategies to address another budget shortfall.

It is expected that the State will continue to defer apportionment funding on par with prior fiscal years. The District will be forced to secure external financing and implement internal borrowing measures to mitigate the impact of cash deficits as a result of the apportionment deferrals.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL FUND REVENUE AND EXPENDITURE REPORT  
FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

**Cash Position - Unrestricted and Restricted**

	<u>YTD Activity</u>
Beginning Cash, July 1, 2012	\$ 5,050,878
Net Change in Accounts Receivables	33,944,690
Net Change in Accounts Payables	(19,575,075)
Revenue and Other Financial Sources	24,410,491
Expenditures and Other Outgo	(31,075,957)
Ending Cash, September 30, 2012	<u><u>\$ 12,755,027</u></u>

**Budget and Actual Activity - Unrestricted**

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>YTD Activity</u>
<b>Revenues</b>			
Federal	\$ 199,313	\$ 199,313	\$ 2,388
State	94,080,630	94,080,630	10,529,851
Local	40,396,057	40,396,057	8,143,290
Total Revenues	<u>134,676,000</u>	<u>134,676,000</u>	<u>18,675,529</u>
<b>Other Financing Sources</b>	282,888	282,888	4,638
<b>Total Revenues</b>	<u>134,958,888</u>	<u>134,958,888</u>	<u>18,680,167</u>
<b>Expenditures</b>			
Academic Salaries	\$ 59,368,583	\$ 59,306,157	\$ 11,530,463
Classified Salaries	28,202,609	28,208,014	6,789,082
Employee Benefits	29,348,216	29,350,567	4,109,969
Materials & Supplies	2,416,607	2,388,281	283,858
Services	15,186,138	15,228,089	3,241,124
Capital Outlay	736,490	777,535	29,730
Total Expenditures	<u>135,258,643</u>	<u>135,258,643</u>	<u>25,984,226</u>
<b>Other Outgo - Objects</b>	1,941,414	1,941,414	72,000
<b>Total Expenditures and Other Outgo</b>	<u>137,200,057</u>	<u>137,200,057</u>	<u>26,056,226</u>
<b>Revenues Over (Under)</b>			
<b>Expenditures</b>	\$ (2,241,169)	\$ (2,241,169)	\$ (7,376,059)
<b>Beginning Fund Balances</b>	6,616,950	6,616,950	6,616,950
<b>Ending Fund Balances</b>	<u><u>\$ 4,375,781</u></u>	<u><u>\$ 4,375,781</u></u>	<u><u>\$ (759,109)</u></u>
<b>Contingency</b>			
Unrestricted	\$ 3,475,781	\$ 3,475,781	\$ (1,659,109)
<b>Reserve</b>	900,000	900,000	900,000
<b>Total Contingency/Reserve</b>	<u><u>\$ 4,375,781</u></u>	<u><u>\$ 4,375,781</u></u>	<u><u>\$ (759,109)</u></u>



## Agenda Item (VII-B)

Meeting 11/20/2012 - Regular

Agenda Item Consent Agenda Information (VII-B)

Subject 2011-2012 CCFS-311 - Annual Financial and Budget Report

College/District District

Information Only

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### Background Narrative:

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

Analysis of Compliance with the 50 Percent Law

Analysis of Net Ending Fund Balance

Detail of Unrestricted and Restricted General Fund Revenues

Expenditures by Combined General Fund Activity

Gann Appropriation Limit

Actual Financial Information – FY 2011-2012

Budget Financial Information – FY 2012-2013

Analysis of Interfund Transfers

Receipt and Expenditure of Lottery Proceeds

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

### Attachments:

[11202012\\_CCFS-311 Annual Financial and Budget Report](#)

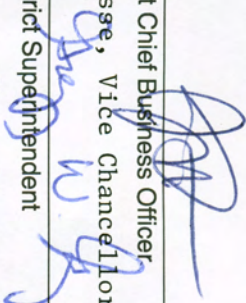
California Community Colleges

**ANNUAL FINANCIAL AND BUDGET REPORT**  
(Financial Report for Fiscal Year 2011-2012)  
(Budget Report for Fiscal Year 2012-2013)

District: RIVERSIDE

District Code: 960

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

	_____	_____
District Chief Business Officer,	Date	10/15/12
James L. Buysse, Vice Chancellor, Administration and Finance, RCCD	_____	_____
District Superintendent	Date	10/15/12
Gregory W. Gray, Chancellor	_____	_____

Contact: James Buysse

(951) 222-8047

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2012. Please submit the report to :

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



For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
Academic Salaries		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Instructional Salaries</b>					
Contract or Regular	1100	25,940,800	25,940,800		25,940,800
Other	1300	21,612,047	21,612,047		21,612,047
<b>Total Instructional Salaries</b>		47,552,847	47,552,847	0	47,552,847
<b>Non-Instructional Salaries</b>					
Contract or Regular	1200		11,096,860	769,900	11,866,760
Other	1400		1,209,464	115,432	1,324,896
<b>Total Non-Instructional Salaries</b>		0	12,306,324	885,332	13,191,656
<b>Total Academic Salaries</b>		47,552,847	59,859,171	885,332	60,744,503
<b>Classified Salaries</b>					
<b>Non-Instructional Salaries</b>					
Regular Status	2100		24,991,896	1,016,138	26,008,034
Other	2300		656,632	276,576	933,208
<b>Total Non-Instructional Salaries</b>		0	25,648,528	1,292,714	26,941,242
<b>Instructional Aides</b>					
Regular Status	2200	2,171,777	2,171,777		2,171,777
Other	2400	242,385	242,385		242,385
<b>Total Instructional Aides</b>		2,414,162	2,414,162	0	2,414,162
<b>Total Classified Salaries</b>		2,414,162	28,062,690	1,292,714	29,355,404
<b>Employee Benefits</b>	3000	11,840,869	29,316,192	618,044	29,934,236
<b>Supplies and Materials</b>	4000		1,831,622	75,801	1,907,423
<b>Other Operating Expenses</b>	5000		11,677,172	826,581	12,503,753
<b>Equipment Replacement</b>	6420		2,511		2,511
<b>Total Expenditures Prior to Exclusions</b>		61,807,878	130,749,358	3,698,472	134,447,830

November 20, 2012  
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Backup

SUPPLEMENTAL DATA

S11 GENERAL FUND - UNRESTRICTED SUBFUND

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
Exclusions		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Activities to Exclude</b>	<b>TOP Code</b>				
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900		1,961,702		1,961,702
Student Health Services Above Amount Collected	6441				0
Student Transportation	6491				0
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		1,082,923		1,082,923
<b>Objects to Exclude</b>	<b>Object Code</b>				
Rents and Leases	5060		1,400,509	69,657	1,470,166
Lottery Expenditures					
Academic Salaries	1000				0
Classified Salaries	2000		2,742,289		2,742,289
Employee Benefits	3000		669,777		669,777
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300				0
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	0	0	0
Other Operating Expenses and Services	5000				0

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
	Object	Instructional Salary Cost	Total CEE	Activities	
	Code	AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
<b>Total Exclusions</b>		0	7,857,200	69,657	7,926,857
<b>Total for ECS 84362, 50% Law</b>		61,807,878	122,892,158	3,628,815	126,520,973
<b>Percent of CEE (Instructional Salary Cost / Total CEE)</b>		50.29%	100.00%		
<b>50% of Current Expense of Education</b>			61,446,079		
<b>Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year</b>					
<b>Amount Required to be Expended for Salaries of Classroom Instructors</b>		61,807,878	122,892,158	3,628,815	126,520,973
<b>Reconciliation to Unrestricted General Fund Expenditures</b>					
<b>Total Expenditures Prior to Exclusions</b>		61,807,878	130,749,358	3,698,472	134,447,830
<b>Capital Expenditures</b>	6000	161,381	761,084	45,264	806,348
<b>Equipment Replacement (Back out)</b>	6420		(2,514)	0	(2,514)
<b>Total Unrestricted General Fund Expenditures</b>		61,969,259	131,507,928	3,743,736	135,251,667

November 20, 2012  
Page 4 of 27  
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For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	248,503	78,860	327,363
In County Treasury	9112	(3,841,855)	8,515,371	4,673,516
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	50,000		50,000
Investments (at cost)	9120			0
Accounts Receivable	9130	35,267,310	4,521,456	39,788,766
Due from Other Funds	9140	190,499	336,074	526,573
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			0
Prepaid Items	9220	71,239	36,322	107,561
<b>TOTAL ASSETS</b>		31,985,696	13,488,083	45,473,779
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	(6,908,491)	(2,165,727)	(9,074,218)
Accrued Salaries and Wages Payable	9520			0
Compensated Absences Payable Current	9530			0
Due to Other Funds	9540	(8,351,298)	(10,302)	(8,361,600)
Temporary Loans	9550	(8,960,000)		(8,960,000)
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	(1,148,957)	(2,540,225)	(3,689,182)
<b>TOTAL LIABILITIES</b>		(25,368,746)	(4,716,254)	(30,085,000)

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
<b>FUND EQUITY</b>				
Fund Balance Reserved	9710			0
NonCash Assets	9711			0
Amounts Restricted by Law for Specific Purposes	9712			0
Reserve for Encumbrances Credit	9713			0
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Total Reserved Fund Balance		0	0	0
<b>Designated Fund Balance</b>	9750			
Commitments by Contract or Other Legal Obligation	9751			0
Self Insurance Programs	9752			0
Payments Resulting from Court Orders	9753			0
Specific Future Purposes	9754			0
Total Designated Fund Balance		0	0	0
Uncommitted(Unrestricted) Fund Balance	9790	(6,616,950)	(8,771,829)	(15,388,779)
<b>TOTAL FUND EQUITY</b>		(6,616,950)	(8,771,829)	(15,388,779)
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		(31,985,696)	(13,488,083)	(45,473,779)

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	11,651,274		
Cash With Fiscal Agents	9113			
Investments (at cost)	9120			
Accounts Receivable	9130			
Due from Other Funds	9140			
<b>TOTAL ASSETS</b>		11,651,274	0	0
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
<b>TOTAL LIABILITIES</b>		0	0	0

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>FUND EQUITY</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Total Reserved Fund Balance		0	0	0
<b>Designated Fund Balance</b>	9750			
Commitments by Contract or Other Legal Obligation	9751			
Self Insurance Programs	9752			
Payments Resulting from Court Orders	9753			
Specific Future Purposes	9754			
Total Designated Fund Balance		0	0	0
Uncommitted(Unrestricted) Fund Balance	9790	(11,651,274)		
<b>TOTAL FUND EQUITY</b>		(11,651,274)	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		(11,651,274)	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>ASSETS</b>							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111		14,943	17,086			
In County Treasury	9112		19,963	31,307			
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114						
Investments (at cost)	9120						
Accounts Receivable	9130		13,446	98,433			
Due from Other Funds	9140		28,586				
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210		29,791				
Prepaid Items	9220						
<b>TOTAL ASSETS</b>		0	106,729	146,826	0	0	0
<b>LIABILITIES</b>							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510		(96,672)	(81,763)			
Accrued Salaries and Wages Payable	9520						
Compensated Absences Payable Current	9530						
Due to Other Funds	9540		(426)	(1,238)			
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570						
<b>TOTAL LIABILITIES</b>		0	(97,098)	(83,001)	0	0	0



- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>FUND EQUITY</b>							
Fund Balance Reserved	9710						
NonCash Assets	9711						
Amonts Restricted by Law for Specific Purposes	9712						
Reserve for Encumbrances Credit	9713						
Reserve for Encumbrances Debit	9714						
Reserve for Debt Services	9715						
Total Reserved Fund Balance		0	0	0	0	0	0
<b>Designated Fund Balance</b>	9750						
Commitments by Contract or Other Legal Obligation	9751						
Self Insurance Programs	9752						
Payments Resulting from Court Orders	9753						
Specific Future Purposes	9754						
Total Designated Fund Balance		0	0	0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790		(9,631)	(63,825)			
<b>TOTAL FUND EQUITY</b>		0	(9,631)	(63,825)	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	(106,729)	(146,826)	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	41	42
		Capital Outlay Projects Fund	Revenue Bond Construction Fund
<b>ASSETS</b>			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111	563,213	
In County Treasury	9112	87,882,352	
Cash With Fiscal Agents	9113		
Revolving Cash Accounts	9114		
Investments (at cost)	9120		
Accounts Receivable	9130	6,269,432	
Due from Other Funds	9140	5,152,379	
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		
<b>TOTAL ASSETS</b>		99,867,376	0
<b>LIABILITIES</b>			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	(5,641,577)	
Accrued Salaries and Wages Payable	9520		
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	(59,027)	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560		
Deferred Revenues	9570		
<b>TOTAL LIABILITIES</b>		(5,700,604)	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	41	42
		Capital Outlay Projects Fund	Revenue Bond Construction Fund
<b>FUND EQUITY</b>			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amonts Restricted by Law for Specific Purposes	9712		
Reserve for Encumbrances Credit	9713		
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Total Reserved Fund Balance		0	0
<b>Designated Fund Balance</b>	9750		
Commitments by Contract or Other Legal Obligation	9751		
Self Insurance Programs	9752		
Payments Resulting from Court Orders	9753		
Specific Future Purposes	9754		
Total Designated Fund Balance		0	0
Uncommitted(Unrestricted) Fund Balance	9790	(94,166,772)	
<b>TOTAL FUND EQUITY</b>		(94,166,772)	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		(99,867,376)	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>ASSETS</b>					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
<b>Fixed Assets</b>	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
<b>Total Fixed Assets</b>		0	0	0	0
<b>TOTAL ASSETS</b>		0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>LIABILITIES</b>					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
<b>TOTAL LIABILITIES</b>	968	0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>FUND EQUITY</b>					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Total Reserved Fund Balance		0	0	0	0
<b>Designated Fund Balance</b>	9750				
Commitments by Contract or Other Legal Obligation	9751				
Self Insurance Programs	9752				
Payments Resulting from Court Orders	9753				
Specific Future Purposes	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
<b>Other Equity</b>	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
<b>TOTAL FUND EQUITY</b>		0	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>ASSETS</b>			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111	361	
In County Treasury	9112	5,124,142	
Cash With Fiscal Agents	9113	20,000	
Revolving Cash Accounts	9114		
Investments (at cost)	9120		
Accounts Receivable	9130	458,683	
Due from Other Funds	9140	3,002,388	
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		
<b>Fixed Assets</b>	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
<b>Total Fixed Assets</b>		0	0
<b>TOTAL ASSETS</b>		8,605,574	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	61 Self-Insurance Fund	69 Other Internal Service Fund
<b>LIABILITIES</b>			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	(3,257,890)	
Accrued Salaries and Wages Payable	9520		
Compensated Absences Payable Current	9530		
Due to Other Funds	9540		
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560		
Deferred Revenues	9570	(1,008,832)	
Total Current Liabilities and Deferred Revenue		(4,266,722)	0
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
<b>TOTAL LIABILITIES</b>	968	(4,266,722)	0



COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	61 Self-Insurance Fund	69 Other Internal Service Fund
<b>FUND EQUITY</b>			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amonts Restricted by Law for Specific Purposes	9712		
Reserve for Encumbrances Credit	9713		
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Total Reserved Fund Balance		0	0
<b>Designated Fund Balance</b>	9750		
Commitments by Contract or Other Legal Obligation	9751		
Self Insurance Programs	9752		
Payments Resulting from Court Orders	9753		
Specific Future Purposes	9754		
Total Designated Fund Balance		0	0
Uncommitted(Unrestricted) Fund Balance	9790	(4,338,852)	
<b>Other Equity</b>	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
<b>TOTAL FUND EQUITY</b>		(4,338,852)	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		(8,605,574)	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>ASSETS</b>									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111								
In County Treasury	9112	1,877,595			234,544				
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114								
Investments (at cost)	9120								
Accounts Receivable	9130	1,172			1,580,802				
Due from Other Funds	9140	38,159			3,955				
Student Loans Receivable	9150								
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220								
<b>Fixed Assets</b>	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
<b>Total Fixed Assets</b>		0	0	0	0	0	0	0	0
<b>TOTAL ASSETS</b>		1,916,926	0	0	1,819,301	0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>LIABILITIES</b>									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510	(48,475)			(1,518,294)				
Accrued Salaries and Wages Payable	9520								
Compensated Absences Payable Current	9530								
Due to Other Funds	9540	(28,742)			(301,007)				
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570								
Total Current Liabilities and Deferred Revenue		(77,217)	0	0	(1,819,301)	0	0	0	0
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
<b>TOTAL LIABILITIES</b>	968	(77,217)	0	0	(1,819,301)	0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2012

District ID: 960

Name: RIVERSIDE

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>FUND EQUITY</b>									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712	(991,095)							
Reserve for Encumbrances Credit	9713								
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Total Reserved Fund Balance		(991,095)	0	0	0	0	0	0	0
<b>Designated Fund Balance</b>	9750								
Commitments by Contract or Other Legal Obligation	9751								
Self Insurance Programs	9752								
Payments Resulting from Court Orders	9753								
Specific Future Purposes	9754								
Total Designated Fund Balance		0	0	0	0	0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790	(848,614)							
<b>Other Equity</b>	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
<b>TOTAL FUND EQUITY</b>		(1,839,709)	0	0	0	0	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		(1,916,926)	0	0	(1,819,301)	0	0	0	0

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2011-2012

District ID: 960

Name: RIVERSIDE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Federal Revenues</b>	8100			
Forest Revenues	8110			0
Higher Education Act	8120		4,528,644	4,528,644
Workforce Investment Act	8130		319,849	319,849
Temporary Assistance for Needy Families (TANF)	8140		154,031	154,031
Student Financial Aid	8150	123,119		123,119
Veterans Education	8160	7,560		7,560
Vocational and Technical Education Act (VATEA)	8170		1,377,169	1,377,169
Other Federal Revenues	8190	54	4,277,798	4,277,852
<b>Total Federal Revenues</b>	8100	130,733	10,657,491	10,788,224
<b>State Revenues</b>	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611			0
State General Apportionment	8612	87,886,268		87,886,268
Other General Apportionment	8613	822,390		822,390
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		1,125,561	1,125,561
Disabled Students Programs and Services(DSPS)	8623		1,609,947	1,609,947
Temporary Assistance for Needy Families (TANF)	8624			0
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		529,452	529,452
Telecommunications and Technology Infrastructure Program (TTIP)	8626			0
Other General Categorical Programs	8627		164,918	164,918

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2011-2012

District ID: 960

Name: RIVERSIDE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Reimbursable Categorical Programs</b>	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		4,099,206	4,099,206
<b>State Tax Subventions</b>	8670			
Homeowners' Property Tax Relief	8671	467,682		467,682
Timber Yield Tax	8672	9		9
Other State Tax Subventions	8673	1,454		1,454
<b>State Non-Tax Revenues</b>	8680			
State Lottery Proceeds	8681	3,412,066	790,209	4,202,275
State Mandated Costs	8685			0
Other State Non-Tax Revenues	8686			0
Other State Revenues	8690			0
<b>Total State Revenues</b>	8600	92,589,869	8,319,293	100,909,162

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2011-2012

District ID: 960

Name: RIVERSIDE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Local Revenues</b>	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	26,947,246		26,947,246
Tax Allocation, Supplemental Roll	8812	189,670		189,670
Tax Allocation, Unsecured Roll	8813	1,393,108		1,393,108
Prior Years Taxes	8816	1,456,561		1,456,561
Education Revenues Augmentation Fund (ERAF)	8817	(5,635,321)		(5,635,321)
Redevelopment Agency Funds - Pass Through	8818	679,352		679,352
Redevelopment Agency Funds - Residual	8819			0
Contributions, Gifts, Grants, and Endowments	8820	16,135	1,269,170	1,285,305
Contract Services	8830			
Contract Instructional Services	8831	74,246		74,246
Other Contract Services	8832			0
Sales and Commissions	8840	1,328,438		1,328,438
Rentals and Leases	8850	354,390	14,028	368,418
Interest and Investment Income	8860	104,138	70,951	175,089
Student Fees and Charges	8870			
Community Services Classes	8872	581,377		581,377
Dormitory	8873			0
Enrollment	8874	7,855,743		7,855,743
Field Trips and Use of Nondistrict Facilities	8875			0
Health Services	8876		1,141,461	1,141,461
Instructional Materials Fees and Sales of Materials	8877			0
Insurance	8878			0
Student Records	8879	109,003		109,003
Nonresident Tuition	8880	1,695,024	(161)	1,694,863
Parking Services and Public Transportation	8881		1,463,489	1,463,489
Other Student Fees and Charges	8885	126,908	263,164	390,072
Other Local Revenues	8890	723,265	2,321,255	3,044,520
<b>Total Local Revenues</b>	8800	37,999,283	6,543,357	44,542,640
<b>Total Revenues</b>		130,719,885	25,520,141	156,240,026



Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2011-2012

District ID: 960

Name: RIVERSIDE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Other Financing Sources</b>	8900			
Proceeds of General Fixed Assets	8910	15,027		15,027
Proceeds of Long-Term Debt	8940			0
Incoming Transfers -- (8981/8982/8983)	898#	(191,050)	1,807,032	1,615,982
<b>Total Other Financing Sources</b>	8900	(176,023)	1,807,032	1,631,009
<b>Total Revenues and Other Financing Sources</b>		130,543,862	27,327,173	157,871,035

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natural Resources	0100						0
Architecture and Environmental Design	0200	58,040					58,040
Environmental Sciences and Technologies	0300	34,898					34,898
Biological Sciences	0400	3,377,485		148,796	88,873		3,615,154
Business and Management	0500	2,777,230		25,238			2,802,468
Communications	0600	982,720		78,257	109,258		1,170,235
Computer and Information Science	0700	2,254,592		46,650	56,977		2,358,219
Education	0800	5,244,510	121	271,515	14,935		5,531,081
Engineering and Related Industrial Technology	0900	2,002,116		146,267	79,402		2,227,785
Fine and Applied Arts	1000	5,510,747		211,235	36,159		5,758,141
Foreign language	1100	2,052,966		8,082	5,756		2,066,804
Health	1200	6,673,967		667,405	356,964		7,698,336
Consumer Education And Home Economics	1300	1,196,420		375,849			1,572,269
Law	1400	79,577		4			79,581
Humanities(Letters)	1500	7,360,064		24,205	4,325		7,388,594
Library Science	1600	37,737					37,737
Mathematics	1700	5,442,547		5,678	999		5,449,224
Military Studies	1800						0
Physical Sciences	1900	2,778,471		73,486	8,176		2,860,133
Psychology	2000	1,161,105		700			1,161,805
Public Affairs and Services	2100	2,581,692	36	1,367,199	178,882		4,127,809
Social Sciences	2200	4,578,313		9,650	8,420		4,596,383
Commercial Services	3000	1,271,335		52,317	22,463		1,346,115
Interdisciplinary Studies	4900	6,507,030		11,214			6,518,244
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	119,825	1,841,877				1,961,702
<b>Sub-Total Instructional Activites</b>		64,083,387	1,842,034	3,523,747	971,589		70,420,757
<b>Total Expenditures for GF Activities*</b>		65,283,800	71,919,047	21,710,169	6,465,148	2,007,329	167,385,493

\*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010	547,993	15,760,359	2,790,486	411,487		19,510,325
Course and Curriculum Development	6020	52,456	2,678,229	1,369,493	111,287		4,211,465
Academic / Faculty Senate	6030						0
Other Instructional Administration & Governance	6090						0
<b>Total Instructional Admin. &amp; Governance</b>		600,449	18,438,588	4,159,979	522,774	0	23,721,790
Instructional Support Services	6100						
Learning Center	6110		490,209	747			490,956
Library	6120	103,238	3,304,630	403,040	92,816		3,903,724
Media	6130		1,410,802	142,388	21,580		1,574,770
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150						0
Other Instructional Support Services	6190						0
<b>Total Instructional Support Services</b>		103,238	5,205,641	546,175	114,396	0	5,969,450
Admissions and Records	6200	6,722	3,405,309	254,625	33,562		3,700,218
Student Counseling and Guidance	6300						
Counseling and Guidance	6310	162,065	4,197,746	117,120	7,911		4,484,842
Matriculation and Student Assessment	6320						0
Transfer Programs	6330		30,169	13,318			43,487
Career Guidance	6340						0
Other Student Counseling and Guidance	6390						0
<b>Total Student Counseling and Guidance</b>		162,065	4,227,915	130,438	7,911	0	4,528,329

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410						0
Disabled Student Programs and Services (DSPS)	6420	41,684	1,591,390	71,185	6,538		1,710,797
Extended Opportunity Programs and Services (EOPS)	6430	30,854	946,683	46,531	9,672		1,033,740
Health Services	6440	25,695	1,047,612	364,626	58,144		1,496,077
Student Personnel Administration	6450	44,865	2,304,379	411,784	37,939		2,798,967
Financial Aid Administration	6460	31,881	2,791,118	111,154	17,320		2,951,473
Job Placement Services	6470		97,986	971			98,957
Veterans Services	6480						0
Miscellaneous Student Services	6490			263,164			263,164
<b>Total Other Student Services</b>		174,979	8,779,168	1,269,415	129,613	0	10,353,175
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		2,072,766	843,544	69,261		2,985,571
Custodial Services	6530		2,922,945	274,223	40,335		3,237,503
Grounds Maintenance and Repairs	6550		1,775,783	193,350	93,626		2,062,759
Utilities	6570			2,973,549			2,973,549
Other Operations and Maintenance of Plant	6590			131,975	2,872		134,847
<b>Total Operation and Maintenance of Plant</b>	6500	0	6,771,494	4,416,641	206,094	0	11,394,229
<b>Planning, Policymaking and Coordinations</b>	6600	78,051	2,925,223	876,754	9,654		3,889,682

\* California Work Opportunity and Responsibility to Kids (CalWORKs).

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710		1,597,923	255,883	9,120		1,862,926
Fiscal Operations	6720	(2,029)	2,923,928	774,328	18,616		3,714,843
Human Resources Management	6730		1,579,214	291,917	8,483		1,879,614
Noninstruct Staff Retirees' Benefits & Retirement *	6740		1,081,379				1,081,379
Staff Development	6750	4,505	63,921	16,663	3,183		88,272
Staff Diversity	6760			21,826			21,826
Logistical Services	6770	2,903	3,857,626	1,205,395	142,196		5,208,120
Management Information Systems	6780		3,732,998	1,434,437	26,908		5,194,343
Other General Institutional Support Services	6790		43,859				43,859
<b>Total General Institutional Support Services</b>	6700	5,379	14,880,848	4,000,449	208,506	0	19,095,182
Community Services & Economic Development	6800						
Community Recreation	6810		203,068	150,281			353,349
Community Service Classes	6820	345	645,804	307,131	435		953,715
Community Use of Facilities	6830		407,514	63,792	2,051		473,357
Economic Development	6840						0
Other Community Services & Economic Development	6880						0
<b>Total Community Services</b>	6800	345	1,256,386	521,204	2,486	0	1,780,421

\* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910			43,920			43,920
Child Development Centers	6920	52	650	16,885			17,587
Farm Operations	6930						0
Food Services	6940		18,880	749	9,100		28,729
Parking	6950		1,543,338	465,841	131,666		2,140,845
Student and Co-Curricular Activities	6960	57,804	1,195,449	76,830	8,265		1,338,348
Student Housing	6970						0
Other Ancillary Services	6990						0
<b>Total Ancillary Services</b>	6900	57,856	2,758,317	604,225	149,031	0	3,569,429
Auxiliary Operations	7000						
Contract Education	7010	11,329	970,906	647,767	66,310		1,696,312
Other Auxiliary Operations	7090		457,218	389,014			846,232
<b>Total Auxiliary Operations</b>	7000	11,329	1,428,124	1,036,781	66,310	0	2,542,544

For Actual Year: 2011-2012

Budget Year: 2012-2013

District ID: 960

Name: RIVERSIDE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
<b>Physical Property and Related Acquisitions</b>	7100			369,736	4,043,222		4,412,958
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
<b>Total Long-Term Debt and Other Financing</b>	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					1,251,129	1,251,129
Student Aid	7320					756,200	756,200
Other Outgo	7390						0
<b>Total Transfers, Student Aid and Other Outgo</b>	7300	0	0	0	0	2,007,329	2,007,329
<b>Sub-Total Non-Instructional Activites</b>		1,200,413	70,077,013	18,186,422	5,493,559	2,007,329	96,964,736
<b>Total Expenditures General Fund: activities *</b>		65,283,800	71,919,047	21,710,169	6,465,148	2,007,329	167,385,493

\* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.

Gann Appropriations Limit

GANN Report

DISTRICT NAME: RIVERSIDE

I.	2012-2013 Appropriations Limit:			
A.	2011-2012 Appropriations Limit:			\$179,953,617
B.	2012-2013 Price Factor:	1.0377		
C.	Population factor:			
	1. 2010-2011 Second Period Actual FTES	29,201.00		
	2. 2011-2012 Second Period Actual FTES	25,941.00		
	3. 2011-2012 Population change factor (C2/C1)	0.8884		
D.	2011-2012 Limit adjusted by inflation and population factors (A * B * C.3)			\$165,897,922
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$165,897,922
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2012-2013 Appropriations Limit (D + E.3 - F.3)			\$165,897,922
II.	2012-2013 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			94,073,262
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			470,600
C.	Local Property taxes			22,330,000
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			33,280
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			0
H.	2012-2013 Appropriations Subject to Limit			\$116,907,142



For Actual Year: 2011-2012

Budget Year: 2012-2013

General Fund

Description	Object Code	Fund: 11		Fund: 12		Fund: 10	
		UNRESTRICTED SUBFUND		RESTRICTED SUBFUND		TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	130,733	199,313	10,657,491	17,267,940	10,788,224	17,467,253
State Revenues	8600	92,589,869	94,080,630	8,319,293	9,867,839	100,909,162	103,948,469
Local Revenues	8800	37,999,283	40,396,057	6,543,357	9,475,208	44,542,640	49,871,265
<b>Total Revenues</b>		130,719,885	134,676,000	25,520,141	36,610,987	156,240,026	171,286,987
<b>EXPENDITURES:</b>							
Academic Salaries	1000	60,744,504	59,368,583	4,229,812	4,601,913	64,974,316	63,970,496
Classified Salaries	2000	29,355,403	28,202,609	8,819,399	10,074,613	38,174,802	38,277,222
Employee Benefits	3000	29,934,234	29,348,216	4,119,495	4,584,454	34,053,729	33,932,670
Supplies and Materials	4000	1,907,423	2,416,607	1,614,301	3,141,589	3,521,724	5,558,196
Other Operating Expenses and Services	5000	12,503,755	15,186,138	5,684,690	9,489,469	18,188,445	24,675,607
Capital Outlay	6000	806,348	736,490	5,658,800	7,345,085	6,465,148	8,081,575
<b>Total Expenditures</b>		135,251,667	135,258,643	30,126,497	39,237,123	165,378,164	174,495,766
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		(4,531,782)	(582,643)	(4,606,356)	(2,626,136)	(9,138,138)	(3,208,779)
<b>Other Financing Sources</b>	8900	-176,023	282,888	1,807,032	1,730,112	1,631,009	2,013,000
<b>Other Outgo</b>	7000	1,251,129	1,941,414	756,200	2,160,687	2,007,329	4,102,101
<b>Net Increase/(Decrease) in Fund Balance</b>		(5,958,934)	(2,241,169)	(3,555,524)	(3,056,711)	(9,514,458)	(5,297,880)
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	12,450,649	6,616,950	12,327,353	8,771,829	24,778,002	15,388,779
Prior Years Adjustments	9020	125,235				125,235	
Adjusted Beginning Balance	9030	12,575,884		12,327,353		24,903,237	
<b>Ending Fund Balance, June 30</b>		6,616,950	4,375,781	8,771,829	5,715,118	15,388,779	10,090,899

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

DEBT SERVICE FUNDS

Description	Object Code	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND		REVENUE BOND INTEREST AND REDEMPTION FUND		OTHER DEBT SERVICE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	2,507,468					
State Revenues	8600	142,880					
Local Revenues	8800	12,506,725					
<b>Total Revenues</b>		15,157,073	0	0	0	0	0
Other Financing Sources	8900						
Interfund Transfers In	8981						
Other Incoming Transfers	8983						
<b>Total Other Financing Sources</b>		0	0	0	0	0	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110	15,369,018					
Debt Interest and Other Service Charges	7120						
Transfers Outgoing	7300 & 7400						
Reserve for Contingencies	7900						
<b>Total Other Outgo</b>	7000	15,369,018	0	0	0	0	0
<b>Net Other Financing Sources / (Other Outgo)</b>	8900 & 7000	(15,369,018)	0	0	0	0	0
<b>Net Increase/Decrease in Fund Balance</b>		(211,945)	0	0	0	0	0
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	11,863,219	11,651,274		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	11,863,219		0		0	
<b>Ending Fund Balance, June 30</b>		11,651,274	11,651,274	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

Special Revenue Funds

Description	Object Code	FUND: 31		FUND 32		FUND 33	
		BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100					47,121	45,000
State Revenues	8600					95,457	70,548
Local Revenues	8800			1,790,320	1,859,153	904,303	920,965
<b>Total Income</b>		0	0	1,790,320	1,859,153	1,046,881	1,036,513
<b>Expenditures</b>							
Academic Salaries	1000					601,845	591,573
Classified Salaries	2000			815,659	736,658	142,656	148,905
Employee Benefits	3000			333,096	257,081	134,576	163,403
Supplies and Materials	4000			838,126	856,926	36,028	44,355
Other Operating Expenses and Services	5000			160,708	163,124	80,740	86,225
Capital Outlay	6000			14,702	7,000	13,971	10,000
<b>Total Expenditures</b>		0	0	2,162,291	2,020,789	1,009,816	1,044,461
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	(371,971)	(161,636)	37,065	(7,948)
<b>Other Financing Sources</b>	8900			323,129	441,414		
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	(48,842)	279,778	37,065	(7,948)
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0	58,473	9,631	26,760	63,825
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		58,473		26,760	
<b>Ending Fund Balance, June 30</b>		0	0	9,631	289,409	63,825	55,877

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

Special Revenue Funds

Description	Object Code	FUND: 34		FUND 35		FUND 39	
		FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
<b>Total Income</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

For Actual Year: 2011-2012

Budget Year: 2012-2013

Capital Projects Funds

Description	Object	FUND: 41		FUND 42	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND	
		Actual	Budget	Actual	Budget
<b>REVENUES:</b>					
Federal Revenues	8100				
State Revenues	8600	12,940,526	12,882,075		
Local Revenues	8800	632,065	840,284		
<b>Total Income</b>		13,572,591	13,722,359	0	0
<b>Expenditures</b>					
Academic Salaries	1000	5,524			
Classified Salaries	2000	278,436	501,480		
Employee Benefits	3000	106,892	245,321		
Supplies and Materials	4000	24,840			
Other Operating Expenses and Services	5000	785,457	647,611		
Capital Outlay	6000	49,341,895	158,290,518		
<b>Total Expenditures</b>		50,543,044	159,684,930	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		(36,970,453)	(145,962,571)	0	0
<b>Other Financing Sources</b>	8900	678,000			
<b>Other Outgo</b>	7000	1,615,982	2,000,000		
<b>Net Increase/(Decrease) in Fund Balance</b>		(37,908,435)	(147,962,571)	0	0
<b>Beginning Fund Balance:</b>					
Net Beginning Balance, July 1	9010	132,075,207	94,166,772		0
Prior Years Adustments	9020				
Adjusted Beginning Balance	9030	132,075,207		0	
<b>Ending Fund Balance, June 30</b>		94,166,772	(53,795,799)	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

Enterprise Funds

Description	Object Code	FUND: 51		FUND 52		FUND 53	
		BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0	0	0	0	0
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Net Profit or Loss</b>		0	0	0	0	0	0
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

Enterprise Funds

Description	Object Code	FUND: 59					
		OTHER ENTERPRISE FUND					
		Actual	Budget				
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0				
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0				
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0				
<b>Net Profit or Loss</b>		0	0				
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0				
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
<b>Ending Fund Balance, June 30</b>		0	0				

For Actual Year: 2011-2012

Budget Year: 2012-2013

Internal Service Funds

Description	Object Code	FUND: 61		FUND 69			
		SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
<b>REVENUES:</b>							
Local Revenues	8800	6,480,228	6,738,976				
Other Financing Sources	8900	250,000	1,500,000				
<b>Total Income</b>		6,730,228	8,238,976	0	0		
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	234,322	420,422				
Employee Benefits	3000	88,878	180,703				
Supplies and Materials	4000	46,518	3,500				
Other Operating Expenses and Services	5000	6,930,497	8,296,167				
Capital Outlay	6000	422,814	5,194				
<b>Total Expenditures</b>		7,723,029	8,905,986	0	0		
<b>Net Profit or Loss</b>		(992,801)	(667,010)	0	0		
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		(992,801)	(667,010)	0	0		
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	5,331,653	4,338,852		0		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	5,331,653		0			
<b>Ending Fund Balance, June 30</b>		4,338,852	3,671,842	0	0		



REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

Fiduciary Funds Group

Description	Object Code	FUND: 71		FUND 72		FUND 73	
		ASSOCIATED STUDENTS TRUST FUND		REPRESENTATION FEE TRUST FUND		BODY CENTER FEE TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	614,011	650,000				
<b>Total Income</b>		614,011	650,000	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	371,377	351,000				
Other Operating Expenses and Services	5000	245,507	299,000				
Capital Outlay	6000	111,896					
<b>Total Expenditures</b>		728,780	650,000	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		(114,769)	0	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000	31,178					
<b>Net Increase/(Decrease) in Fund Balance</b>		(145,947)	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	994,561	848,614		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	994,561		0		0	
<b>Ending Fund Balance, June 30</b>		848,614	848,614	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

Fiduciary Funds Group

Description	Object	FUND: 74		FUND 75		FUND 76	
	Code	FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	43,696,556	51,739,010				
State Revenues	8600	1,878,745	2,030,000				
Local Revenues	8800						
<b>Total Income</b>		45,575,301	53,769,010	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		45,575,301	53,769,010	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000	45,575,301	53,769,010				
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	0	0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

960 RIVERSIDE

For Actual Year: 2011-2012

Budget Year: 2012-2013

Fiduciary Funds Group

Description	Object	FUND: 77		FUND 79	
	Code	DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
<b>REVENUES:</b>					
Federal Revenues	8100				
State Revenues	8600				
Local Revenues	8800				
<b>Total Income</b>		0	0	0	0
<b>Expenditures</b>					
Academic Salaries	1000				
Classified Salaries	2000				
Employee Benefits	3000				
Supplies and Materials	4000				
Other Operating Expenses and Services	5000				
Capital Outlay	6000				
<b>Total Expenditures</b>		0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0
<b>Other Financing Sources</b>	8900				
<b>Other Outgo</b>	7000				
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0
<b>Beginning Fund Balance:</b>					
Net Beginning Balance, July 1	9010		0		0
Prior Years Adjustments	9020				
Adjusted Beginning Balance	9030	0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2011-2012

District ID: 960

Name: RIVERSIDE

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
32	CAFETERIA FUND	11	UNRESTRICTED SUBFUND	323,129
41	CAPITAL OUTLAY PROJECTS FUND	11	UNRESTRICTED SUBFUND	678,000
61	SELF-INSURANCE FUND	11	UNRESTRICTED SUBFUND	250,000
11	UNRESTRICTED SUBFUND	41	CAPITAL OUTLAY PROJECTS FUND	1,615,982

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010						
Adjustments	9020						
Adjusted Beginning Balance	9030		0			0	
Actual Fiscal Year Data							
State Lottery Proceeds:	8681		3,412,066			790,209	
		Instructional & Institutional Unrestricted				Instructional Materials Propostition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000		2,742,289		2,742,289		2,742,289
Employee Benefits	3000		1,355,515		1,355,515		1,355,515
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0	7,328	7,328
Books, Magazines, & Periodicals	4200				0	31,698	31,698
Instructional Supplies & Materials	4300				0	600,272	600,272
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	639,298	639,298
Other Operating Expenses and Services	5000				0	131,958	131,958
Capital Outlay	6000						
Library Books	6300				0	18,953	18,953
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	18,953	18,953
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	4,097,804	0	4,097,804	790,209	4,888,013
<b>Ending Balance</b>					(685,738)	0	(685,738)

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010		(685,738)				
Adjustments	9020						
Adjusted Beginning Balance	9030		(685,738)			0	
Budget Fiscal Year Data							
State Lottery Proceeds:	8681		3,000,000			600,000	
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000		2,776,826		2,776,826		2,776,826
Employee Benefits	3000		1,370,593		1,370,593		1,370,593
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0		0
Instructional Supplies & Materials	4300		(600,000)		(600,000)	600,000	0
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	(600,000)	0	(600,000)	600,000	0
Other Operating Expenses and Services	5000				0		0
Capital Outlay	6000						
Library Books	6300				0		0
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0		0
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	3,547,419	0	3,547,419	600,000	4,147,419
<b>Ending Balance</b>					(1,233,157)	0	



e-board ▶ Agenda Item

Agenda Item

## Agenda Item (VII-C)

Meeting 11/20/2012 - Regular  
Agenda Item Consent Agenda Information (VII-C)  
Subject Monthly Financial Report  
College/District District  
Information Only

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### Background Narrative:

See the attached monthly Financial Report for the period July 1, 2012 through September 30, 2012.

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

### Attachments:

[11202012\\_Financial Report July-September 2012](#)

## MONTHLY FINANCIAL REPORT JULY 1, 2012 – SEPTEMBER 30, 2012

The Financial Report provides summary financial information, by Resource, for the period July 1, 2012 through September 30, 2012. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 128,908,691	\$ 132,376,561	\$ 132,376,561	\$ 18,288,799
Inter/Intrafund Transfer from				
La Sierra Capital Fund (Resource 4130)	1,615,982	2,000,000	2,000,000	0
District Bookstore (Resource 1110)	160,165	250,000	250,000	0
Total Revenues	<u>\$ 130,684,838</u>	<u>\$ 134,626,561</u>	<u>\$ 134,626,561</u>	<u>\$ 18,288,799</u>
Expenditures				
Academic Salaries	\$ 60,722,870	\$ 59,364,311	\$ 59,301,885	\$ 11,529,395
Classified Salaries	28,803,886	27,651,295	27,656,700	6,664,605
Employee Benefits	29,745,571	29,152,842	29,155,193	4,087,017
Materials & Supplies	1,884,903	2,385,958	2,357,632	283,388
Services	11,791,813	14,351,442	14,393,393	3,113,658
Capital Outlay	806,346	736,490	777,535	29,730
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	0
Federal Work Study (Resource 1190)	197,302	365,798	365,798	0
Performance Riverside (Resource 1090)	730,982	0	0	0
General Fund Backfill (Resource 1190)	944,573	699,157	699,157	0
Interfund Transfer to:				
Resource 4130	678,000	0	0	0
Resource 6100	250,000	1,500,000	1,500,000	0
Total Expenditures	<u>\$ 137,221,403</u>	<u>\$ 136,872,450</u>	<u>\$ 136,872,450</u>	<u>\$ 25,707,793</u>
Revenues Over (Under) Expenditures	\$ (6,536,565)	\$ (2,245,889)	\$ (2,245,889)	\$ (7,418,994)
Beginning Fund Balance	<u>13,342,484</u>	<u>6,805,919</u>	<u>6,805,919</u>	<u>6,805,919</u>
Ending Fund Balance	<u>\$ 6,805,919</u>	<u>\$ 4,560,030</u>	<u>\$ 4,560,030</u>	<u>\$ (613,075)</u>
Ending Cash Balance				<u>\$ 4,690,142</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,297,564	\$ 2,594,061	\$ 2,594,061	\$ 673,070
Expenditures				
Classified Salaries	\$ 1,131,524	\$ 1,532,626	\$ 1,532,626	\$ 290,566
Employee Benefits	411,814	588,815	588,815	60,250
Materials & Supplies	45,336	49,000	49,000	5,867
Services	682,168	631,040	631,040	45,962
Capital Outlay	131,666	196,000	196,000	39,884
Total Expenditures	\$ 2,402,508	\$ 2,997,481	\$ 2,997,481	\$ 442,529
Revenues Over (Under) Expenditures	\$ (104,944)	\$ (403,420)	\$ (403,420)	\$ 230,541
Beginning Fund Balance	749,233	644,289	644,289	644,289
Ending Fund Balance	\$ 644,289	\$ 240,869	\$ 240,869	\$ 874,830
Ending Cash Balance				\$ 908,929

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,257,695	\$ 1,325,872	\$ 1,325,872	\$ 515,874
Expenditures				
Academic Salaries	\$ 289,876	\$ 332,035	\$ 332,035	\$ 75,956
Classified Salaries	566,923	681,894	681,894	124,456
Employee Benefits	192,143	235,167	235,167	27,590
Materials & Supplies	93,844	106,305	106,305	17,147
Services	267,132	328,309	328,309	129,936
Capital Outlay	58,144	46,786	46,786	0
Total Expenditures	\$ 1,468,062	\$ 1,730,496	\$ 1,730,496	\$ 375,085
Revenues Over (Under) Expenditures	\$ (210,367)	\$ (404,624)	\$ (404,624)	\$ 140,789
Beginning Fund Balance	2,170,456	1,960,089	1,960,089	1,960,089
Ending Fund Balance	\$ 1,960,089	\$ 1,555,465	\$ 1,555,465	\$ 2,100,878
Ending Cash Balance				\$ 2,065,826

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 583,386	\$ 657,416	\$ 657,416	\$ 172,077
Expenditures				
Academic Salaries	\$ 4,197	\$ 4,272	\$ 4,272	\$ 1,068
Classified Salaries	229,183	229,313	229,313	64,211
Employee Benefits	54,632	58,594	58,594	8,340
Materials & Supplies	1,634	2,300	2,300	395
Services	295,780	330,775	330,775	60,505
Total Expenditures	\$ 585,426	\$ 625,254	\$ 625,254	\$ 134,519
Revenues Over (Under) Expenditures	\$ (2,040)	\$ 32,162	\$ 32,162	\$ 37,558
Beginning Fund Balance	(47,023)	(49,063)	(49,063)	(49,063)
Ending Fund Balance	\$ (49,063)	\$ (16,901)	\$ (16,901)	\$ (11,505)
Ending Cash Balance				\$ (19,970)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 595,079	\$ 735,931	\$ 735,931	\$ 215,241
Intrafund Transfer from General Operating (Resource 1000)	<u>730,982</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 1,326,061</u>	<u>\$ 735,931</u>	<u>\$ 735,931</u>	<u>\$ 215,241</u>
Expenditures				
Classified Salaries	\$ 318,013	\$ 262,398	\$ 262,398	\$ 59,011
Employee Benefits	129,965	110,605	110,605	14,306
Materials & Supplies	19,021	18,749	18,749	75
Services	<u>344,453</u>	<u>343,600</u>	<u>343,600</u>	<u>60,943</u>
Total Expenditures	<u>\$ 811,452</u>	<u>\$ 735,352</u>	<u>\$ 735,352</u>	<u>\$ 134,335</u>
Revenues Over (Under) Expenditures	\$ 514,609	\$ 579	\$ 579	\$ 80,906
Beginning Fund Balance	<u>(784,316)</u>	<u>(269,707)</u>	<u>(269,707)</u>	<u>(269,707)</u>
Ending Fund Balance	<u>\$ (269,707)</u>	<u>\$ (269,128)</u>	<u>\$ (269,128)</u>	<u>\$ (188,801)</u>
Ending Cash Balance				<u>\$ (165,967)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 573,266	\$ 689,092	\$ 689,092	\$ 0
Expenditures				
Services	\$ 43,920	\$ 43,920	\$ 43,920	\$ 19
Interfund Transfer to				
Food Services (Resource 3200)	323,129	441,414	441,414	72,000
Intrafund Transfer to				
General Operating (Resource 1000)	160,165	250,000	250,000	0
Total Expenditures	\$ 527,214	\$ 735,334	\$ 735,334	\$ 72,019
Revenues Over (Under) Expenditures	\$ 46,052	\$ (46,242)	\$ (46,242)	\$ (72,019)
Beginning Fund Balance	10,190	56,242	56,242	56,242
Ending Fund Balance	\$ 56,242	\$ 10,000	\$ 10,000	\$ (15,777)
Ending Cash Balance				\$ (15,777)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

**Fund 12, Resource 1120 - Center for Social Justice and Civil Liberties**

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 0	\$ 50,000	\$ 50,000	\$ 0
Expenditures				
Academic Salaries	\$ 0	\$ 11,000	\$ 11,000	\$ 715
Employee Benefits	0	533	533	35
Materials & Supplies	0	2,500	2,500	0
Services	0	35,967	35,967	105
Total Expenditures	\$ 0	\$ 50,000	\$ 50,000	\$ 855
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (855)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (855)
Ending Cash Balance				\$ (855)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 74,489	\$ 230,000	\$ 230,000	\$ 4,050
Expenditures				
Academic Salaries	\$ 17,436	\$ 0	\$ 0	\$ 0
Classified Salaries	4,322	59,603	59,603	1,256
Employee Benefits	4,068	26,175	26,175	306
Materials & Supplies	1,865	9,600	9,600	0
Services	27,788	116,401	116,401	5,999
Total Expenditures	\$ 55,479	\$ 211,779	\$ 211,779	\$ 7,561
Revenues Over (Under) Expenditures	\$ 19,010	\$ 18,221	\$ 18,221	\$ (3,511)
Beginning Fund Balance	54,549	73,559	73,559	73,559
Ending Fund Balance	\$ 73,559	\$ 91,780	\$ 91,780	\$ 70,048
Ending Cash Balance				\$ 70,282



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED SEPTEMBER 30, 2012**

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,355,113	\$ 1,423,300	\$ 1,423,300	\$ -
Expenditures				
Services	\$ 574,795	\$ 350,604	\$ 350,604	\$ 55,013
Capital Outlay	4,020,531	3,321,363	3,321,363	3,223
Total Expenditures	\$ 4,595,326	\$ 3,671,967	\$ 3,671,967	\$ 58,236
Revenues Over (Under) Expenditures	\$ (3,240,213)	\$ (2,248,667)	\$ (2,248,667)	\$ (58,236)
Beginning Fund Balance	9,407,665	6,167,452	6,167,452	6,167,452
Ending Fund Balance	<u>\$ 6,167,452</u>	<u>\$ 3,918,785</u>	<u>\$ 3,918,785</u>	<u>\$ 6,109,216</u>
Ending Cash Balance				<u>\$ 6,142,520</u>

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 20,609,768	\$ 31,217,754	\$ 31,217,754	\$ 4,541,380
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	897,223	874,302	874,302	0
For EOPS	97,313	0	0	0
For Federal Work Study	197,302	365,798	365,798	0
For Matriculation	524,050	334,599	334,599	0
For Middle College High School	91,144	103,002	103,002	0
For General Fund Backfill	0	52,411	52,411	0
Total Revenues	<u>\$ 22,416,800</u>	<u>\$ 32,947,866</u>	<u>\$ 32,947,866</u>	<u>\$ 4,541,380</u>
Expenditures				
Academic Salaries	\$ 3,939,937	\$ 4,258,878	\$ 4,247,782	\$ 834,587
Classified Salaries	7,120,950	7,860,093	7,904,113	1,668,774
Employee Benefits	3,515,537	3,759,939	3,760,797	484,450
Materials & Supplies	1,475,125	2,983,784	2,968,202	184,158
Services	4,160,592	8,143,549	8,126,516	556,198
Capital Outlay	1,448,459	3,780,936	3,781,815	250,070
Student Grants (Financial, Book, Meal, Transportation)	756,200	2,160,687	2,158,641	164,790
Total Expenditures	<u>\$ 22,416,800</u>	<u>\$ 32,947,866</u>	<u>\$ 32,947,866</u>	<u>\$ 4,143,027</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 398,353
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>\$ 398,353</u>
Ending Cash Balance				<u>\$ (920,104)</u>

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

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,790,321	\$ 1,859,153	\$ 1,859,153	\$ 309,128
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	323,129	441,414	441,414	72,000
Total Revenues	\$ 2,113,450	\$ 2,300,567	\$ 2,300,567	\$ 381,128
Expenditures				
Classified Salaries	\$ 815,659	\$ 736,658	\$ 736,658	\$ 165,767
Employee Benefits	333,096	257,081	257,081	35,737
Materials & Supplies	838,126	856,926	856,926	93,909
Services	160,708	163,124	163,124	18,339
Capital Outlay	14,702	7,000	7,000	543
Total Expenditures	\$ 2,162,291	\$ 2,020,789	\$ 2,020,789	\$ 314,295
Revenues Over (Under) Expenditures	\$ (48,841)	\$ 279,778	\$ 279,778	\$ 66,833
Beginning Fund Balance	58,473	9,632	9,632	9,632
Ending Fund Balance	\$ 9,632	\$ 289,410	\$ 289,410	\$ 76,465
Ending Cash Balance				\$ 68,973

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,046,881	\$ 1,036,513	\$ 1,036,513	\$ 241,755
Expenditures				
Academic Salaries	\$ 601,845	\$ 591,573	\$ 591,573	\$ 79,056
Classified Salaries	142,656	148,905	148,905	25,012
Employee Benefits	134,576	163,403	163,403	12,477
Materials & Supplies	36,028	44,355	44,355	5,621
Services	80,740	86,225	86,225	2,905
Capital Outlay	13,971	10,000	10,000	0
Total Expenditures	\$ 1,009,816	\$ 1,044,461	\$ 1,044,461	\$ 125,071
Revenues Over (Under) Expenditures	\$ 37,065	\$ (7,948)	\$ (7,948)	\$ 116,684
Beginning Fund Balance	26,760	63,825	63,825	63,825
Ending Fund Balance	\$ 63,825	\$ 55,877	\$ 55,877	\$ 180,509
Ending Cash Balance				\$ 175,427

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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). The State has suspended funding Scheduled Maintenance.

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

	Prior Year Actuals <u>7-1-11 to 6-30-12</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 12,940,526	\$ 12,882,075	\$ 12,882,075	\$ 0
Expenditures				
Capital Outlay	\$ 12,940,526	\$ 12,882,075	\$ 12,882,075	\$ 1,545,007
Total Expenditures	\$ 12,940,526	\$ 12,882,075	\$ 12,882,075	\$ 1,545,007
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (1,545,007)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (1,545,007)
Ending Cash Balance				\$ (7,146,250)

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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 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 34,587	\$ 20,000	\$ 20,000	\$ 1,356
Inter/Intrafund Transfer from				
General Operating (Resource 1000)	678,000	0	0	0
General Operating (Resource 1000)	555	0	0	0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total Revenues	\$ 713,142	\$ 20,000	\$ 20,000	\$ 1,356
Expenditures				
Services	\$ (14,848)	\$ 2,593	\$ 2,593	\$ 1,625
Capital Outlay	128,192	5,908,936	5,908,936	0
Interfund Transfer to				
General Operating (Resource 1000)	1,615,982	2,000,000	2,000,000	0
Total Expenditures	\$ 1,729,326	\$ 7,911,529	\$ 7,911,529	\$ 1,625
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Revenues Over (Under) Expenditures	\$ (1,016,184)	\$ (7,891,529)	\$ (7,891,529)	\$ (269)
Beginning Fund Balance	8,907,713	7,891,529	7,891,529	7,891,529
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Ending Fund Balance	\$ 7,891,529	\$ -	\$ -	\$ 7,891,260
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Ending Cash Balance				\$ 7,741,260
				<u>          </u>

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 245,575	\$ 490,284	\$ 490,284	\$ 0
Expenditures				
Classified Salaries	\$ 235,332	\$ 501,480	\$ 501,480	\$ 63,157
Employee Benefits	103,407	245,321	245,321	15,034
Materials & Supplies	24,695	0	0	0
Services	461,801	615,715	615,715	86,149
Capital Outlay	2,886,594	54,483,217	54,483,217	560,384
Total Expenditures	\$ 3,711,829	\$ 55,845,733	\$ 55,845,733	\$ 724,724
Revenues Over (Under) Expenditures	\$ (3,466,254)	\$ (55,355,449)	\$ (55,355,449)	\$ (724,724)
Beginning Fund Balance	32,708,389	29,242,135	29,242,135	29,242,135
Ending Fund Balance	\$ 29,242,135	\$ (26,113,314)	\$ (26,113,314)	\$ 28,517,411
Ending Cash Balance				\$ 28,607,975

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget *	Year to Date Activity
Revenues	<u>\$ 32,729</u>	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 0</u>
Expenditures				
Capital Outlay	<u>\$ 524,072</u>	<u>\$ 5,522,051</u>	<u>\$ 5,522,051</u>	<u>\$ 17,849</u>
Total Expenditures	<u>\$ 524,072</u>	<u>\$ 5,522,051</u>	<u>\$ 5,522,051</u>	<u>\$ 17,849</u>
Revenues Over (Under) Expenditures	<u>\$ (491,343)</u>	<u>\$ (5,492,051)</u>	<u>\$ (5,492,051)</u>	<u>\$ (17,849)</u>
Beginning Fund Balance	<u>7,380,458</u>	<u>6,889,115</u>	<u>6,889,115</u>	<u>6,889,115</u>
Ending Fund Balance	<u>\$ 6,889,115</u>	<u>\$ 1,397,064</u>	<u>\$ 1,397,064</u>	<u>\$ 6,871,266</u>
Ending Cash Balance				<u>\$ 6,901,466</u>



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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget*	Year to Date Activity
Revenues	\$ 319,173	\$ 300,000	\$ 300,000	\$ 0
Expenditures				
Academic Salaries	\$ 5,524	\$ 0	\$ 0	\$ 0
Classified Salaries	43,104	0	0	7,610
Employee Benefits	3,484	0	0	577
Materials & Supplies	145	0	0	635
Services	338,503	29,303	29,303	8,517
Capital Outlay	32,862,512	79,494,239	79,494,239	2,067,929
Total Expenditures	\$ 33,253,272	\$ 79,523,542	\$ 79,523,542	\$ 2,085,268
Revenues Over (Under) Expenditures	\$ (32,934,099)	\$ (79,223,542)	\$ (79,223,542)	\$ (2,085,268)
Beginning Fund Balance	83,078,092	50,143,993	50,143,993	50,143,993
Ending Fund Balance	\$ 50,143,993	\$ (29,079,549)	\$ (29,079,549)	\$ 48,058,725
Ending Cash Balance				\$ 48,612,727

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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 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,798,379	\$ 4,405,878	\$ 4,405,878	\$ 1,015,633
Interfund transfer from General Operating (Resource 1000)	250,000	1,500,000	1,500,000	0
Total Revenue	<u>\$ 5,048,379</u>	<u>\$ 5,905,878</u>	<u>\$ 5,905,878</u>	<u>\$ 1,015,633</u>
Expenditures				
Classified Salaries	\$ 113,758	\$ 171,185	\$ 171,185	\$ 39,356
Employee Benefits	53,178	79,219	79,219	9,296
Materials & Supplies	46,514	3,200	3,200	282
Services	5,377,355	5,512,300	5,512,300	2,350,388
Capital Outlay	422,814	2,597	2,597	0
Total Expenditures	<u>\$ 6,013,619</u>	<u>\$ 5,768,501</u>	<u>\$ 5,768,501</u>	<u>\$ 2,399,322</u>
Revenues Over (Under) Expenditures	\$ (965,240)	\$ 137,377	\$ 137,377	\$ (1,383,689)
Beginning Fund Balance	<u>2,110,632</u>	<u>1,145,392</u>	<u>1,145,392</u>	<u>1,145,392</u>
Ending Fund Balance	<u>\$ 1,145,392</u>	<u>\$ 1,282,769</u>	<u>\$ 1,282,769</u>	<u>\$ (238,297)</u>
Ending Cash Balance				<u>\$ 1,121,375</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 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,681,849	\$ 2,333,098	\$ 2,333,098	\$ 453,701
Expenditures				
Classified Salaries	\$ 120,564	\$ 249,237	\$ 249,237	\$ 47,648
Employee Benefits	35,701	101,484	101,484	11,279
Materials & Supplies	4	300	300	135
Services	1,553,142	2,783,867	2,783,867	434,814
Capital Outlay	0	2,597	2,597	0
Total Expenditures	\$ 1,709,411	\$ 3,137,485	\$ 3,137,485	\$ 493,876
Revenues Over (Under) Expenditures	\$ (27,562)	\$ (804,387)	\$ (804,387)	\$ (40,175)
Beginning Fund Balance	3,221,022	3,193,460	3,193,460	3,193,460
Ending Fund Balance	\$ 3,193,460	\$ 2,389,073	\$ 2,389,073	\$ 3,153,285
Ending Cash Balance				\$ 4,856,755

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

**Associated Students of RCCD**

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 688,812	\$ 650,000	\$ 650,000	\$ 271,240
Expenditures				
Materials & Supplies	\$ 624,286	\$ 734,213	\$ 734,213	\$ 108,029
Total Expenditures	\$ 624,286	\$ 734,213	\$ 734,213	\$ 108,029
Revenues Over (Under) Expenditures	\$ 64,526	\$ (84,213)	\$ (84,213)	\$ 163,211
Beginning Fund Balance	930,035	994,561	994,561	994,561
Ending Fund Balance	\$ 994,561	\$ 910,348	\$ 910,348	\$ 1,157,772
Ending Cash Balance				\$ 1,778,545

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

**Student Financial Aid**

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 51,887,581	\$ 53,769,010	\$ 53,769,010	\$ 6,934,457
Expenditures				
Other				
Scholarships and Grant Reimbursements	\$ 51,887,581	\$ 53,769,010	\$ 53,769,010	\$ 6,028,585
Total Expenditures	\$ 51,887,581	\$ 53,769,010	\$ 53,769,010	\$ 6,028,585
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 905,872
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 905,872
Ending Cash Balance				\$ 528,397

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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 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 10	\$ 0	\$ 0	\$ 2
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 10	\$ 0	\$ 0	\$ 2
Beginning Fund Balance	16,222	16,232	16,232	16,232
Ending Fund Balance	\$ 16,232	\$ 16,232	\$ 16,232	\$ 16,234
Ending Cash Balance				\$ 16,234



## Agenda Item (VIII-A-1)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Governance (VIII-A-1)
Subject	Revised and New Board Policies - First Reading
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board accept Board Policies 2010 and 3515 for first reading.

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### Background Narrative:

In keeping with our current practice of updating our Board Policies the following items come before the Board for first reading:

#### Board of Trustees

Board Policy 2010 Board Membership - This is a revision of the Policy that was previously approved on September 16, 2008.

#### General Institution

Board Policy 3515 Reporting of Crimes - This is a revision of the Policy that was previously approved on October 17, 2006.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Ruth Adams, General Counsel

### Attachments:

[Board Policies for November 2012 First Reading](#)

**BP 2010 BOARD MEMBERSHIP**

**References:**

Education Code Sections 72023, 72103, and 72104

The Board of Trustees of the Riverside Community College District, serving at the will of the electorate, derives its powers and duties from the Constitution and Legislature of the State of California as set forth in the Education Code and Title 5, California Code of Regulations, and directives from the Board of Governors for the California Community Colleges.

The Board of Trustees shall consist of five members elected by the qualified voters of the District. Members shall be elected **by District at large**.

The Board of Trustees is charged with the governance of the Riverside Community College District and holds the Chancellor of the District responsible for the administration and management of the District.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board of Trustees.

An employee of the District may not be sworn into office as an elected or appointed member of the Board of Trustees unless he or she resigns as an employee.

No member of the Board of Trustees shall, during the term for which he or she is elected, hold an incompatible office.

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Date Adopted: September 16, 2008

**Revised:**



**BP 3515 REPORTING OF CRIMES**

**Reference:**

Education Code Section 67380

***34 Code of Federal Regulations Section 668.46(b)(7)***

The Chancellor shall assure that, as required by law, reports are prepared of all occurrences reported to the District police of arrests for crimes committed on each campus ***or other District locations*** that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication. ***This includes any criminal activity which students engaged in at off-campus locations of District/College officially recognized student organizations/clubs, including student organizations with off-campus housing.*** The Chancellor shall further assure that required reports of non-criminal acts of hate violence are prepared. Such reports shall be made available as required by law.

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Date Adopted: October 17, 2006

***Revised:***



## Agenda Item (VIII-D-1)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-1)
Subject	Contract Award for District-wide Beverage Services to PepsiCo
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees award the District-wide Beverage Services contract to PepsiCo for the period December 1, 2012 through November 30, 2017.

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### Background Narrative:

On June 20, 2012, the District released a Request for Proposal for District-wide beverage services. On July 16, 2012, two proposals were received. The proposals were evaluated by the Contract Review Committee, comprised of faculty, staff and students from each college. The Committee was established for the purpose of evaluating Request for Proposal (RFP) responses concerning District-wide Bookstore, Food and ATM/Student ID Card Services. The Committee recommends award of the District-wide beverage services contract to PepsiCo. The contract term shall be for five (5) years, for the period December 1, 2012 through November 30, 2017. In exchange for the right to be the exclusive vendor of beverage products, PepsiCo guarantees a minimum commission rate of 36% of gross sales, an annual sponsorship of \$100,000, a one-time signing bonus in the amount of \$75,000, product rebate incentives estimated at \$15,658 annually, annual marketing support of \$4,000, product donations equal to \$3,000 per year and annual scholarship donations to the RCCD Foundation and the Foundation for California Community Colleges in the amount of \$2,000 and \$1,500 respectively. Please see the attached Beverage Proposal Comparison for a breakdown of incentives.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Cynthia Azari, President, Riverside City College  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Charlie Wyckoff, Acting Vice President, Business Services, RCC  
Reyna Philp, Accounting Services Manager, Auxiliary Business Services

### Attachments:

[2012-13 PepsiCo Contract Beverage Comparison](#)

## SPONSORSHIP AGREEMENT

This sets forth the agreement (“*Agreement*”) between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 6659 Sycamore Canyon Blvd., Riverside, CA 92507 (“*Pepsi*”) and Riverside Community College District, with its principal place of business at 4800 Magnolia Avenue, Riverside, CA 92506 (the “*Customer*” or “*District*”).

**WHEREAS**, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the Customer; and

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

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

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

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

### AGREEMENT

#### 1. DEFINITIONS.

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

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-carbonated beverages (“*FB*”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

“*Cases*” shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“*Competitive Products*” shall mean any and all Beverages other than the Products.

“*Customer Marks*” shall mean (i) the Designations (as defined below) and (ii) the Customer’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the Customer and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, Customer Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to all intercollegiate athletic teams associated with the Customer, at the beginning of the Term or which will be created during the Term, if any.

“*Designations*” shall include, but not be limited to, the following: “A Proud Sponsor of Riverside Community College District,” and “Official Water and Soft Drink of Riverside Community College District.”

“*Equipment*” means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) full service vending machines (“*Vending Machines*”); (ii) retail single-serve food service equipment and (iii) fountain service equipment.

“*Facilities*” shall mean the entire premises of every Community College location owned, operated or controlled by the Customer, including every facility owned, leased, occupied or operated by the Customer or its Food Service Provider, now or in the future, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, book stores, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas. “*Facilities*” shall also be deemed to include: all convenience store operations and restaurants initiated during the Term of this Agreement in space leased to third-party commercial tenants within Customer-owned buildings.

“*Food Service Provider*” shall mean any and all food service providers which may serve at the Facilities at any point during the Term. The Customer acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the Customer’s current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the Customer is currently self-operated, the Customer switches to a Food Service Provider, or (ii) if the Customer currently uses a Food Service Provider to operate its concessions, such agreement between the Customer and the current Food Service Provider expires or is terminated, and the Customer enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the Customer and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi’s affiliates. In the event

that the Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then Customer hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the Customer by an amount equal to the incremental costs incurred by Pepsi as a result of the Customer's change in Food Service Providers.

“*Gallons*” shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

“*Packaged Products*” shall mean Beverages that are distributed in pre-packaged form (*i.e.*, Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“*Postmix Products*” shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“*Products*” shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

“*Year*” shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

## 2. TERM.

The term of this Agreement shall be for a five (5) year period beginning on December 1, 2012 and expiring on November 30, 2017, unless sooner terminated as provided herein (“*Term*”).

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

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

### A. Beverage Availability at the Facilities.

#### (1) Grant of Rights.

(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide all Beverages sold at athletic contests (*i.e.*, concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities (“*Special Events*”). The Products shall be the only Beverages sold, dispensed or served at the Facilities (*i.e.*, at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all food service concession or vending locations located within the Facilities; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in

buildings and facilities acquired and/or constructed by the Customer after the date of this Agreement. Pepsi shall install the Equipment at its sole expense; *provided, however*, that the Customer will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by Customer or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is set forth in Exhibit A, attached hereto. Such Postmix Product Pricing shall remain fixed for Years One and Two of the Agreement. Thereafter, Pepsi shall have the right to increase pricing up to three percent (3%) each Year. Payment terms will be in accordance with the terms of Pepsi's standard credit agreement which may be modified by Pepsi from time to time during the Term.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by Customer or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is set forth in Exhibit A, attached hereto. Such Packaged Product Pricing shall remain fixed for Years One and Two of the Agreement. Thereafter, Pepsi shall have the right to increase pricing up to three percent (3%) each Year. Payment terms will be in accordance with the terms of Pepsi's standard credit agreement which may be modified by Pepsi from time to time during the Term.

(4) Food Service.

During the Term, Pepsi shall work directly with, Customer and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. Customer shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The Customer shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with Customer and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense. Payment terms will be in accordance with the terms of Pepsi's standard credit agreement which may be modified from time to time during the Term.

(5) Vending.

Pepsi shall have the right to place no less than Forty (40) Vending Machines at the Facilities for dispensing the Products; *provided, however*, that Pepsi shall work with Customer to identify optimal locations for such equipment. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines.



B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, Customer grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

(1) Menu Board Advertising.

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

(2) Approved Cups; Product Hawking and Catering.

Customer agrees that all Products served, sold or dispensed at concession locations in which Products are served to customers at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Pepsi agrees to make Approved Cups available for purchase and the Customer shall purchase, and shall require that all concessionaires, Food Service Providers, booster clubs and other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi at prices determined by Pepsi. Payment terms will be in accordance with the terms of Pepsi's standard credit agreement which may be modified from time to time during the Term. Customer shall cause Products to be "*hawked*" at the Facilities at all events taking place at the Facilities (including, without limitation, at all home games of all intercollegiate athletic teams associated with the Customer, if any), and served as part of the catering selection in private boxes, suite, backstage areas, lockerooms and press areas. Customer further agrees that Products to be "*hawked*" in the stands shall be sold only in Approved Cups. As used herein, "*hawking*" shall refer to the sale of single servings of a product in the seating areas of the Facilities through the use of vendors circulating through such seating areas.

4. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, Customer hereby grants to Pepsi the right to advertise and promote Products in and with respect to the Customer and the Customer Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Advertising

(1) Facilities and Print Advertising.

Pepsi shall have the right to Facilities and print advertising as mutually agreed between the parties and as further outlined in Exhibit B.

(2) Design and Installation of Customer Advertising.

Pepsi agrees, at its own cost, to provide Customer with the general design of all Customer Advertising. The Customer Advertising shall be constructed and installed by Customer (or an agent thereof) at Customer's sole cost and expense. All Customer Advertising shall be in conformity with the general scheme and plan of the Customer and the surrounding areas.

(3) Advertising/Signage Changes.

Customer recognizes Pepsi's right to change, modify and alter its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse Customer for all reasonable costs and expenses incurred by Customer in changing or modifying or altering any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi's changes to the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to modify change or alter the promotional messages appearing thereon and all such modifications, changes and/or alterations shall be at Pepsi's sole cost and expense. Customer shall use reasonable efforts to minimize the cost to Pepsi for modifying, altering and/or changing Pepsi's advertising.

(4) Maintenance of Signage.

Customer shall maintain all Facility Advertising and other signs and advertising for Products in good order. Customer shall effect any necessary repairs reasonably determined by Customer at Customer's sole cost and expense. Where practical, Customer shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

B. Promotional Rights.

(1) General Sponsorship Designation.

Customer hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the Customer and its intercollegiate athletic teams, if any, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

(2) Grant of License to Use the Customer Marks for Promotional Activities.

Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and the Customer Marks for the limited purposes of promoting Products within the context of promotional activities. Customer acknowledges that, in order to make full use





of the rights granted in this Agreement, Pepsi may conduct the promotional activities through its primary distribution channels in which Pepsi sells Products to the ultimate consumer, such as at the retail level, within drug stores and other retail outlets, by and through mass merchandise campaigns and together with Pepsi's food service accounts and customers. Customer shall have the right to review promotional materials before they are distributed.

C. Representations, Warranties and Covenants regarding the Ownership and Protection of the Customer Marks and Related Proprietary Rights.

Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the Customer Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the Customer Marks other than the right to use such Customer Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of Customer and its affiliates and cooperate with Customer and its affiliates to procure any protection or to protect any of the rights of Customer and its affiliates in and to the Customer Marks. Pepsi shall cause to appear on all materials incorporating the Customer Marks such legends, markings and notices as Customer or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Customer Marks. Pepsi shall not make any alterations or changes to the design or type of the Customer Marks without the prior written consent of Customer.

D. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the "*Pepsi Marks*") under a license from PepsiCo, Inc. Customer acknowledges that nothing contained in this Agreement shall provide Customer with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. Customer (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. Customer shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Pepsi Marks. Customer shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.



5. GRANT OF OTHER RIGHTS.

A. Sampling.

Customer agrees to permit to conduct, at Pepsi's sole cost and expense, limited sampling of Pepsi products at the Facilities in a form and manner as specifically authorized and approved by Customer and in accordance with rules and procedures established by Customer, in its sole discretion, as may be amended or supplemented from time to time by Customer.

B. Additional Rights.

Customer agrees to provide Pepsi with the additional rights set forth on Exhibit B.

6. EXCLUSIVITY.

A. During the Term, Customer, its agents, representatives, intercollegiate athletic teams coaches and players, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the Customer, its intercollegiate athletic teams coaches and players, and its staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities or in connection with the Customer, intercollegiate athletic teams coaches and players, and its staff.

B. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, Customer, and/or Customer Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, the Customer will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, "**Ambush Marketing**" shall mean an attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, Customer and/or Customer Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, Customer and/or Customer Marks by referring directly or indirectly to the Facilities, Customer and/or Customer Marks.

1. **Permitted Exceptions**

a. "Beverage" or Beverages" shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, frozen smoothies, hot chocolate or powdered drink mix and water to create a coffee like drink from a dispenser.

b. Water drawn from the public water supply and bulk water coolers located in any offices.

c. Beverages which are part of a proprietary or self-branded food concept which offers specialized beverages, such as Starbucks. This includes brewed

coffees, frappuccinos, espresso based drinks, their proprietary bottled lines or made to order lines, hot teas and cold tea based drinks.

d. The District has a vending contract for snacks (including frozen) which is separate from this beverage vending contract. The vendor has supplied the satellite sites with 4 bottle vending machines that sell a variety of beverages that will remain in place.

e. Student groups shall have the option during times of fund raising activities to sell generic branded bottled or canned products.

## 7. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by Customer as described herein, and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

### A. Initial Support Funds.

An Initial Support Fund in the amount of Seventy-Five Thousand Dollars (\$75,000), payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the “*Initial Support Funds*”). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

### B. Annual Sponsorship Fees.

An Annual Sponsorship Fee (the “*Annual Sponsorship Fee*”), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount*</i>	<i>Due Date: within 60 days after:</i>
1	December 1, 2012 – November 30, 2013	\$100,000	December 1, 2012
2	December 1, 2013 – November 30, 2014	\$100,000	December 1, 2013
3	December 1, 2014 – November 30, 2015	\$100,000	December 1, 2014
4	December 1, 2015 – November 30, 2016	\$100,000	December 1, 2015
5	December 1, 2016 – November 30, 2017	\$100,000	December 1, 2016

\* The Customer acknowledges and agrees that each Annual Sponsorship Fee payable to the Customer is based on a minimum number of Units purchased from Pepsi and sold throughout the Facilities pursuant to this Agreement during the applicable Year. The minimum number of Units per Year is 23,000 (“*Annual Units Threshold*”). As used herein, “*Units*” means Gallons and Cases. For the purposes of determining Units sold, 1 Case shall equal 1 Gallon. Therefore, if during any Year the number of Units falls below the Annual Units Threshold, then the Annual Sponsorship Fee payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units purchased from Pepsi during such Year. *For example during Year 2 the actual Units purchased from Pepsi is 20,000 Units, and then the Annual Sponsorship Fee for Year 3 will be \$86,957.*

The Annual Sponsorship Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

C. Commissions.

Commissions, as a percentage of the actual cash ("*cash in bag*" or "*CIB*") collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, "*Revenue*"), less any applicable reimbursements, fees or deposits ("*Commissions*"). Such Commissions shall be at the rate(s) set forth below (the "*Commission Rate*") and shall be calculated as follows:

**(Revenue \* Commission Rate) – applicable reimbursements/fees/deposits = Commission Due**

<b>Product</b>	<b>Minimum Vend Price</b>	<b>Commission Rate*</b>
12 oz. cans of Carbonated Soft Drinks	\$1.25	36%
20 oz. bottles of Carbonated Soft Drinks	\$1.75	36%
20 oz. bottles of Aquafina	\$1.75	36%
20 oz. bottles of Lipton Brisk	\$1.75	36%
20 oz. bottles of Gatorade	\$2.00	25%
20 oz. bottles of Lipton Teas	\$1.75	36%
20 oz. bottles of SoBe Lifewater	\$2.00	25%
15.2 oz. Ocean Spray Juice	\$1.75	25%
16 oz. AMP Energy	\$2.50	25%
16 oz. Rockstar Energy	\$2.50	25%
15 oz. Starbuck Energy Coffee	\$2.50	25%
*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.		

(1) **Commissions Payment.** Commissions shall be remitted by Pepsi to the Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi's policies and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.

(2) **Change to Commission Rate.** Customer acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to automatically reduce the Commission Rate by the same percentage amount.

D. **Rebates.**

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products purchased directly from Pepsi by the Customer and its Food Service Provider pursuant to this Agreement, and shall provide the Customer with rebates calculated based on applicable amounts set forth below (the “***Rebates***”). Rebates will not be paid on cases sold through full service vending machines. The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

<b><i>Rebate Amount</i></b>	<b><i>Applicable Products</i></b>
\$1.00/Case	24-pk Cases of Packaged Products
\$0.50/Case	12-pk and 15-pk Cases of Packaged Products

E. **RCCD Foundation Support.**

Each Year throughout the Term, Pepsi will provide the Customer with a payment in support of the RCCD Foundation in the amount of Two Thousand Dollars (\$2,000) (the “RCCD Foundation Support Fund”). The RCCD Foundation Support Fund will be paid to the Customer within sixty (60) days of the beginning of each Year during the Term, not to exceed five (5) consecutive payments.

F. **Frozen Beverage Incentive.**

In consideration of Customer’s agreement to exclusively serve Pepsi’s Frozen Beverages at the Facilities, each Year throughout the Term, Pepsi will provide the Customer with a payment in the amount of One Thousand Dollars (\$1,000) (the “Frozen Beverage Incentive Fund”). The Frozen Beverage Incentive Fund will be paid to the Customer within sixty (60) days of the beginning of each Year during the Term, not to exceed five (5) consecutive payments.

**8. ADDITIONAL CONSIDERATION.**

In addition to the consideration specified above, and provided Customer is not in breach of this Agreement, Pepsi shall provide the following further consideration to the Customer:

A. Pepsi will provide annual Product donations of up to Three Hundred (300) cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. Aquafina per Year across the Facilities upon request of the Customer; *provided, however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer



acknowledges and agrees that donated Product not used or requested in any Year shall not be carried over to the subsequent Year.

B. Pepsi will provide Gatorade Sideline Kits of up to a total value of One Thousand Five Hundred Dollars (\$1,500) per Year across the Facilities upon request of the Customer; *provided, however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer acknowledges and agrees that the value of Gatorade Sideline Kits not used or requested in any Year shall not be carried over to the subsequent Year.

C. Pepsi will Marketing Program Support up to a total value of Four Thousand Dollars (\$4,000) per Year across the Facilities upon request of the Customer; *provided, however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Pepsi and Customer will meet each Year to select upcoming marketing programs and to establish the upcoming marketing calendar. Customer acknowledges and agrees that value of Marketing Program Support not used or requested in any Year shall not be carried over to the subsequent Year.

D. Pepsi acknowledges that each of the three (3) community colleges in the Riverside Community College District is eligible to receive the following additional consideration pursuant to Pepsi's agreement with Foundation for California Community: (1) each Year during the Term a scholarship fund payment in the amount of Five Hundred Dollars; and (2) each Year during the Term an incremental product donation of Fifty (50) cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. Aquafina.

## 9. EQUIPMENT AND SERVICE.

### A. Beverage Dispensing and Other Equipment.

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

(2) During the Term Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

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

(4) Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected

therefrom. The Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Facilities.

(5) Pepsi, at its sole discretion or upon mutual agreement between the parties, may agree to install magnetic strip card, online or chip card offline readers on Vending Machines placed at the Facilities. If agreed to by Pepsi, Vending Machines in locations specified by the Customer will also be fitted by Pepsi with magnetic stripe card on-line or chip card off-line readers at Pepsi's expense in accordance with a mutually agreed to conversion schedule. If Pepsi has agreed to such installation, then the Customer must comply with the following:

(i) Prior to Pepsi's commitment to provide such Vending Machines, Customer must provide Pepsi with its minimum requirements for such readers;

(ii) Pepsi will not be responsible for any transaction or maintenance fees on the debit card readers affixed to the Vending Machines;

(iii) The Customer shall arrange for the collection of monies from debit card transactions on Vending Machines equipped with debit card readers;

(iv) On or before the first Monday of each month during the Term, the Customer and/or its authorized debit card agent shall be responsible for providing a weekly report to Pepsi, in a form reasonably satisfactory to Pepsi, detailing the transactions and the dollar amounts grossed during the immediately preceding weekly period through each Vending Machine equipped with a debit card reader;

(v) On or before the first Monday of each month during the Term, the Customer and/or its authorized debit card agent shall remit payment to Pepsi for the monies collected through debit card readers during the immediately preceding monthly period;

(vi) The Customer shall retain title to the debit card readers. The Customer agrees to indemnify and hold Pepsi harmless from and against losses or costs incurred by Pepsi as a result of any dispute between the Customer and the debit card agent over monies owed to Pepsi for the sale of Pepsi product through the Vending Machines equipped with debit card readers or the failure of the debit card agent to remit payment in a timely manner if the dispute remains unresolved for a period of sixty (60) days.

(6) Pepsi reserves the absolute right to remove any glass front Vending Equipment that sells less than eight (8) cases of Product per week or any other Vending Equipment that sells less than two (2) cases of Product per week.

B. Service to Equipment.

Other than routine maintenance, which shall be the responsibility of and completed by Customer or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide Customer with a telephone number



to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each Customer request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

**10. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.**

A. Customer's Termination Rights.

Without prejudice to any other remedy available to Customer at law or in equity in respect of any event described below, this Agreement may be terminated by Customer at any time effective thirty (30) days following written notice to Pepsi from Customer if:

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

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

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the Customer if (i) any of the Products are not made available as required in this Agreement by the Customer, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Customer; or (iv) Customer breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give Customer notice of the event and where applicable (for events within Customer's control), shall provide Customer forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the Customer a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination.). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the Customer meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the Customer by an amount that is equitable in light of the diminution of right to Pepsi (*e.g.*,





equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice.

C. Additional Termination Rights Available to Pepsi and Customer.

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

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 10 or Customer terminates this Agreement without cause, then Pepsi shall be entitled to from Customer, without prejudice to any other right or remedy available to Pepsi, and Customer shall pay to Pepsi all funding paid by Pepsi to the Customer which remains unearned as of the time of termination. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is 60. With regard to the Annual Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying Annual Sponsorship Fee by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12).

11. TAXES.

Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

12. CONFIDENTIALITY.

A. Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the Customer, the Customer and Pepsi agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and

agents of their respective affiliates) and advisors (including legal, financial and accounting advisors) (collectively, “*Representatives*”), as needed.

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

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

### 13. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

C. To the extent that the any intercollegiate athletic team is relocated to a venue which is not within the Facilities as its home venue, Customer agrees that it shall ensure all rights of Pepsi hereunder shall be extended to such alternate venue as to the intercollegiate athletic team and any advertising and pouring rights contained herein.

### 14. INDEMNIFICATION.

A. Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys’ fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the Customer’s negligence or willful misconduct).



B. To the extent permitted by applicable law, the Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer (excluding claims arising out of Pepsi's negligence or willful misconduct).

C. The provisions of this Section shall survive the termination of this Agreement.

15. **INSURANCE.**

Pepsi

Throughout the Agreement period, Pepsi agrees to maintain in full force and effect at its sole expense the following insurances: General liability, comprehensive or commercial form with minimum limit for each occurrence of \$1,000,000 and general aggregate of \$2,000,000; Employer liability of \$1,000,000; Business automobile liability with minimum limits for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence; Workers Compensation as required by the State of California.

The Certificates of Insurance for each type of coverage shall include an endorsement for an additional insured as follows: Riverside Community College District, its Trustees, officers, employees, agents and volunteers with respect to liability arising out of work or operations performed by or on behalf of Pepsi. Certificate(s) and endorsement must be received and approved by the District within 10 days of signing this agreement.

Riverside Community College District

Throughout the Agreement period, District agrees to maintain in full force and effect at its sole expense the following insurances: General liability, comprehensive or commercial form with minimum limit for each occurrence of \$1,000,000 and general aggregate of \$2,000,000; Employer liability of \$1,000,000; Workers Compensation as required by the State of California.

General

Neither party shall cancel coverage without 30 days' notice to the other party by certified mail, return receipt requested.

Insurance requirements may be satisfied by a policy of insurance, in which case it will be with insurers that carry A.M. Best's rating of no less than A-VII; through a program of self-insurance; through a Joint Powers Authority (JPA), or any combination thereof.

16. **NON-DISCRIMINATION**

Pepsi shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the



Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Pepsi understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

17. NOTICES.

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

If to Pepsi:

Pepsi Beverages Company  
6659 Sycamore Canyon Blvd.  
Riverside, CA 92507  
Attn: Director, Food Service

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

Pepsi Beverages Company  
One Pepsi Way  
Somers, NY 10589  
Attn: Legal Department

If to Customer:

Riverside City College  
4800 Magnolia Ave.  
Riverside, CA 92506  
Attn: Vice President, Business Services

With a Copy to:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attn: General Counsel

18. **ASSIGNMENT.**

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

19. **GOVERNING LAW.**

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

20. **FORCE MAJEURE.**

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

21. **RELEASE, DISCHARGE OR WAIVER.**

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



waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

**22. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.**

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

**23. RELATIONSHIP OF THE PARTIES.**

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

**24. EFFECT OF HEADINGS.**

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

**25. CONSTRUCTION.**

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

**26. SEVERABILITY.**

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

**27. AMENDMENTS.**

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



28. COUNTERPARTS.

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

29. FURTHER ASSURANCES.

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date set forth below.

**BOTTLING GROUP, LLC**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

By: [Signature]

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

Name: AIMEE PEINER

Name: James L. Buysse

Title: KEY ACCOUNT MANAGER

Title: Vice Chancellor,

Date: 10/7/2012

Administration and Finance

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

Exhibit A

**Current description & pricing for Postmix Products and Packaged Products**

*Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.*



## 2012 Pepsi Beverages Company Pricing Letter

*Effective through 12/1/2012 - 11/30/2014*

RIVERSIDE CC; SC:E

Product	Package	Bottle & Can				\$ Chg	% Chg
		Current Price	Current Unit Price	New Price	New Unit Price		
CSD/NCB	12oz Can	\$10.02	\$0.42	\$10.12	\$0.42	\$0.10	1.0%
CSD	20oz Bottle	\$21.17	\$0.88	\$20.50	\$0.85	-\$0.67	-3.2%
CSD	24oz Can	\$14.00	\$0.58	\$14.00	\$0.58	\$0.00	0.0%
CSD	10oz Glass	\$14.51	\$0.60	\$14.51	\$0.60	\$0.00	0.0%
CSD	1 Liter Bottle	\$20.02	\$1.33	\$19.75	\$1.32	-\$0.27	-1.3%
CSD	2 Liter Bottle	\$12.88	\$1.61	\$12.88	\$1.61	\$0.00	0.0%
Aquafina	20oz Bottle	\$13.89	\$0.58	\$13.75	\$0.57	-\$0.14	-1.0%
Aquafina	1 Liter Bottle	\$12.26	\$0.82	\$12.38	\$0.83	\$0.12	1.0%
Aquafina	1.5 Liter Bottle	\$13.22	\$1.10	\$13.22	\$1.10	\$0.00	0.0%
Aquafina	24oz Bottle	\$16.59	\$0.69	\$16.59	\$0.69	\$0.00	0.0%
Aquafina Flavor Splash	20oz Bottle	\$16.31	\$0.68	\$16.31	\$0.68	\$0.00	0.0%
O.N.E.	6.75oz Carton	\$17.06	\$2.13	\$17.06	\$2.13	\$0.00	0.0%
O.N.E.	8.5oz Carton	\$13.52	\$1.13	\$13.52	\$1.13	\$0.00	0.0%
O.N.E.	11.2oz Carton	\$18.72	\$1.56	\$18.72	\$1.56	\$0.00	0.0%
O.N.E.	16.9oz Carton	\$19.76	\$1.65	\$19.76	\$1.65	\$0.00	0.0%
O.N.E.	1 Liter Carton	\$45.43	\$3.79	\$45.43	\$3.79	\$0.00	0.0%
Gatorade/G2	20oz Bottle	\$24.51	\$1.02	\$22.50	\$0.94	-\$2.01	-8.2%
Gatorade/G2	24oz Bottle	\$27.77	\$1.16	\$27.77	\$1.16	\$0.00	0.0%
Gatorade/G2	32oz Bottle	\$17.87	\$1.19	\$18.04	\$1.20	\$0.17	1.0%
Gatorade/G2	16.9oz Bottle	\$21.42	\$1.79	\$21.42	\$1.79	\$0.00	0.0%
Gatorade	4oz Package	\$23.24	\$1.16	\$23.24	\$1.16	\$0.00	0.0%
Gatorade Propel	20oz Bottle	\$25.03	\$1.04	\$25.03	\$1.04	\$0.00	0.0%
Lipton Brisk	1 Liter Bottle	\$10.20	\$0.68	\$10.20	\$0.68	\$0.00	0.0%
Lipton Brisk	2 Liter Bottle	\$12.88	\$1.61	\$12.88	\$1.61	\$0.00	0.0%
Lipton	20oz Bottle	\$21.37	\$1.78	\$20.50	\$1.71	-\$0.87	-4.1%
Lipton	1 Liter Bottle	\$20.02	\$1.33	\$20.02	\$1.33	\$0.00	0.0%
Lipton	1.5 Liter Bottle	\$17.43	\$1.45	\$17.43	\$1.45	\$0.00	0.0%
Lipton Pureleaf	18.5oz Bottle	\$14.06	\$1.17	\$14.06	\$1.17	\$0.00	0.0%
Lipton Natural	20oz Bottle	\$16.20	\$1.08	\$16.20	\$1.08	\$0.00	0.0%
Lipton Tazo	13.8oz Bottle	\$10.92	\$0.91	\$16.64	\$1.39	\$5.72	52.4%
Tropicana	20oz Bottle	\$21.37	\$0.89	\$20.50	\$0.85	-\$0.87	-4.1%
Tropicana	2 Liter Bottle	\$12.88	\$1.61	\$12.88	\$1.61	\$0.00	0.0%
Tampico (12P)	16oz Can	\$7.13	\$0.59	\$7.13	\$0.59	\$0.00	0.0%
Tampico (24P)	16oz Can	\$14.25	\$0.59	\$14.25	\$0.59	\$0.00	0.0%
Tampico	20oz Bottle	\$16.50	\$0.69	\$16.50	\$0.69	\$0.00	0.0%
Tampico	12oz Bottle	\$8.10	\$0.68	\$8.10	\$0.68	\$0.00	0.0%
Dole	15.2oz Bottle	\$13.93	\$1.16	\$14.06	\$1.17	\$0.13	0.9%
Ocean Spray	15.2oz Bottle	\$13.93	\$1.16	\$14.06	\$1.17	\$0.13	0.9%
SoBe Juice/Tea	20oz Bottle	\$15.59	\$1.30	\$15.75	\$1.31	\$0.16	1.0%
SoBe Lifewater	20oz Bottle	\$13.93	\$1.16	\$14.06	\$1.17	\$0.13	0.9%
Starbucks Refreshers	12oz Can	\$16.50	\$1.38	\$16.50	\$1.38	\$0.00	0.0%
Starbucks Frappucino (12P)	9.5oz Glass	\$18.28	\$1.52	\$18.28	\$1.52	\$0.00	0.0%
Starbucks Frappucino (24P)	9.5oz Glass	\$36.25	\$1.51	\$36.56	\$1.52	\$0.31	0.9%
Starbucks Frappucino (12P)	13.7oz Glass	\$22.27	\$1.86	\$22.17	\$1.85	-\$0.10	-0.4%

## 2012 Pepsi Beverages Company Pricing Letter

*Effective through 12/1/2012 - 11/30/2014*

### RIVERSIDE CC; SC:E

Starbucks Double Shot (12P)	6.5oz Can	\$20.47	\$1.71	\$20.47	\$1.71	\$0.00	0.0%
Starbucks Double Shot (24P)	6.5oz Can	\$40.93	\$1.71	\$40.94	\$1.71	\$0.01	0.0%
SB Energy+Coffee	15oz Can	\$21.70	\$1.81	\$21.70	\$1.81	\$0.00	0.0%
Seattle's Best Iced Coffee (12P)	9.5oz Can	\$12.98	\$1.08	\$12.98	\$1.08	\$0.00	0.0%
Seattle's Best Iced Coffee (24P)	9.5oz Can	\$24.34	\$1.01	\$25.96	\$1.08	\$1.62	6.7%
Muscle Milk	14oz Bottle	\$29.87	\$2.49	\$30.16	\$2.51	\$0.29	1.0%
Rockstar (24P)	16oz Can	\$39.52	\$1.65	\$37.50	\$1.56	-\$2.02	-5.1%
Rockstar (24P)	15oz Can	\$39.52	\$1.65	\$26.50	\$1.10	-\$13.02	-32.9%
Rockstar (12P)	12oz Can	\$14.35	\$1.20	\$14.35	\$1.20	\$0.00	0.0%
Rockstar (24P)	12oz Can	\$28.70	\$2.39	\$28.70	\$2.39	\$0.00	0.0%
Rockstar (12P)	24oz Can	\$24.96	\$2.08	\$25.96	\$2.16	\$1.00	4.0%
AMP/No Fear (12P)	12oz Bottle	\$15.41	\$1.28	\$15.41	\$1.28	\$0.00	0.0%
AMP/No Fear (12P)	16oz Can	\$20.55	\$1.71	\$20.55	\$1.71	\$0.00	0.0%
AMP/No Fear (12P)	24oz Can	\$23.25	\$1.94	\$23.25	\$1.94	\$0.00	0.0%

### Fountain & Supplies

Product	Package	Current Gallon Price	Current Box Price	New Gallon Price	New Box Price	\$ Chg	% Chg
Pepsi	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
Crush	5G BIB	\$16.08	\$80.40	\$16.08	\$80.40	\$0.00	0.0%
Dr. Pepper	5G BIB	\$16.08	\$80.40	\$16.08	\$80.40	\$0.00	0.0%
Mt. Dew	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
Manzanita Sol	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
Mug	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
Sierra Mist	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
West	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
Mirinda	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
CSD	3G BIB	\$11.67	\$35.01	\$11.67	\$35.01	\$0.00	0.0%
Lipton Brisk	5G BIB	\$11.36	\$56.80	\$11.36	\$2.27	\$0.00	0.0%
Lipton Iced Tea	3G BIB	\$15.60	\$46.80	\$15.00	\$45.00	-\$0.60	-3.8%
Tropicana	5G BIB	\$11.36	\$56.80	\$11.36	\$56.80	\$0.00	0.0%
SoBe	3G BIB	\$16.87	\$50.61	\$16.87	\$50.61	\$0.00	0.0%
Gatorade	3G BIB	\$16.87	\$50.61	\$20.60	\$61.80	\$3.73	22.1%
Dole	1G BIB	\$24.66	\$24.66	\$26.00	\$26.00	\$1.34	5.4%

Product	Package	Current Price	Current Unit Price	New Price	New Unit Price	\$ Chg	% Chg
Cups (1,000c)	16oz	\$60.83	\$0.06	\$60.83	\$0.06	\$0.00	0.0%
DP Cups (1,000)	22oz	\$65.50	\$0.07	\$65.50	\$0.07	\$0.00	0.0%
Cups (1,000c)	24oz	\$52.64	\$0.05	\$65.60	\$0.07	\$12.96	24.6%
Cups (480c)	32oz	\$43.87	\$0.09	\$43.87	\$0.09	\$0.00	0.0%
Cups (480c)	44oz	\$51.47	\$0.11	\$51.47	\$0.11	\$0.00	0.0%
Lids (2,000c)	12oz	\$51.47	\$0.03	\$51.47	\$0.03	\$0.00	0.0%
Lids (2,000c)	16oz	\$51.47	\$0.03	\$51.47	\$0.03	\$0.00	0.0%
Lids (2,000c)	22oz	\$51.47	\$0.03	\$51.47	\$0.03	\$0.00	0.0%
Lids (2,000c)	24oz	\$51.47	\$0.03	\$51.47	\$0.03	\$0.00	0.0%
Lids (960c)	32oz	\$42.11	\$0.04	\$42.11	\$0.04	\$0.00	0.0%
Lids (960c)	44oz	\$42.11	\$0.04	\$42.11	\$0.04	\$0.00	0.0%



**Exhibit B**

**Facilities & Printing Advertising and Additional Rights to be Provided to Pepsi**

**A. Facilities and Print Advertising.**

- (1) Facilities Advertising.  
Such advertising as may be mutually agreed upon between the parties
- (2) Print Advertising.  
Such advertising as may be mutually agreed upon between the parties

**B. Additional Rights.**

- (1) Tickets and Hospitality.

Customer will provide Pepsi during the Term with tickets to athletic and other events conducted at the Facilities as reasonably requested by Pepsi from time to time during the Term.

**Beverage Proposal Comparison Highlights**

Vendor	Business Location	Commission Rate	Annual Sponsorship*	One-Time Signing Bonus
PepsiCo	Riverside, Ca.	36%	\$ 100,000.00	\$ 75,000.00
Coca-Cola	Rancho Cucamonga, Ca.	30%	\$ 100,000.00	\$ -

\*PepsiCo reduces to \$75,000 after year 1.

**Beverage Proposal Comparison Details**

**PepsiCo Proposal**

5 Year Contract

Riverside Community College District Incentives							
Items	Signing Bonus	***Sponsorship	Marketing	Athletic Support	*Scholarships through FCCC	Product Donation	
Year 1	\$75,000.00	\$100,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00	
Year 2		\$100,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00	
Year 3		\$100,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00	
Year 4		\$100,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00	
Year 5		\$100,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00	
<b>TOTAL</b>	<b>\$75,000.00</b>	<b>\$500,000.00</b>	<b>\$20,000.00</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>	<b>\$617,500.00</b>

Items	Projected Vending Commissions (25% and 36% depending on pkg. & brand)	**Projected Rebate Incentive	RCCD Foundation Donation	Frozen Fountain Incentive	
Year 1	\$35,699.00	\$15,658.00	\$2,000.00	\$1,000.00	
Year 2	\$35,699.00	\$15,658.00	\$2,000.00	\$1,000.00	
Year 3	\$35,699.00	\$15,658.00	\$2,000.00	\$1,000.00	
Year 4	\$35,699.00	\$15,658.00	\$2,000.00	\$1,000.00	
Year 5	\$35,699.00	\$15,658.00	\$2,000.00	\$1,000.00	
<b>TOTAL</b>	<b>\$178,495.00</b>	<b>\$78,290.00</b>	<b>\$10,000.00</b>	<b>\$5,000.00</b>	<b>\$271,785.00</b>
<b>GRAND TOTAL</b>					<b>\$889,285.00</b>

\*Through FCCC - 50 cases of carbonated soft drink and/or water, per year, per college

\*\*Projected rebate incentive is based on \$1.00 24pk, \$.50 15pk, 12pk paid from case one & excludes full service vending

\*\*\*Annual sponsorship based on a volume threshold of 23,000 cases/gallons

**Beverage Proposal Comparison Details**

**Coca-Cola Proposal**

5 Year Contract

Riverside Community College District Incentives							
Items	Signing Bonus	Sponsorship	Marketing	Athletic Support	Scholarships	Free Product	
Year 1		\$100,000.00	\$3,000.00	\$2,000.00	\$7,500.00	\$200.00	
Year 2		\$75,000.00	\$3,000.00	\$2,000.00	\$7,500.00	\$200.00	
Year 3		\$75,000.00	\$3,000.00	\$2,000.00	\$7,500.00	\$200.00	
Year 4		\$75,000.00	\$3,000.00	\$2,000.00	\$7,500.00	\$200.00	
Year 5		\$75,000.00	\$3,000.00	\$2,000.00	\$7,500.00	\$200.00	
<b>TOTAL</b>		<b>\$400,000.00</b>	<b>\$15,000.00</b>	<b>\$10,000.00</b>	<b>\$37,500.00</b>	<b>\$1,000.00</b>	<b>\$463,500.00</b>

\*Free Product \$200 Value (Case Count 24 @ \$9.60 per = .40)

Riverside Community College District Incentives	
Items	Projected Vending Commissions
Year 1	\$31,162.00
Year 2	\$31,162.00
Year 3	\$32,496.00
Year 4	\$32,496.00
Year 5	\$32,496.00
<b>TOTAL</b>	<b>\$159,812.00</b>
<b>GRAND TOTAL</b>	<b>\$623,312.00</b>



## Agenda Item (VIII-D-2)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-2)
Subject	2011-2012 Proposition 39 Financial and Performance Audits
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees receive the Proposition 39 independent financial and performance audits of the District's Measure C general obligation bonds for the year ended June 30, 2012 for the permanent file of the District.

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### Background Narrative:

Background information relative to the 2011-2012 Proposition 39 independent financial and performance audits of the District's Measure C general obligation bonds is attached.

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

### Attachments:

[2011-2012 Proposition 39 Financial and Performance Audits Background Information](#)

## **2012-2012 Proposition 39 Financial and Performance Audits November 20, 2012**

In accordance with the provisions of Proposition 39, independent financial and performance audits of the Measure C general obligation bonds were performed by Vicenti, Lloyd and Stutzman LLP. The audit report was presented to the Citizens Bond Oversight Committee at its regularly scheduled meeting on October 11, 2012. A representative of the audit firm will be available to present and discuss the reports. Results of the audits are summarized below.

### Auditor's Opinion

The auditors have issued unqualified opinions for both the Financial and Performance Audits; excerpts of which are as follows:

*Financial Audit* - "In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2012, in conformity with accounting principles generally accepted in the United States of America."

*Performance Audit* - "The results of our tests indicated that, in all significant respects, Riverside Community College District expended Measure C General Obligation Bond funds for the year ended June 30, 2012 only for the specific projects developed by the District's Board of Trustees, and approved by the voters in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution."

### Audit Findings

There were no findings or questioned costs related to the audits of the Measure C general obligation bonds for the year ended June 30, 2012.



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RIVERSIDE COUNTY**

**REPORT ON PROPOSITION 39 FUNDING  
FINANCIAL AND PERFORMANCE AUDITS**

**June 30, 2012**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**REPORT ON PROPOSITION 39 FUNDING  
FINANCIAL AND PERFORMANCE AUDITS**

**June 30, 2012**

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**INDEPENDENT AUDITOR'S REPORT ON  
PROPOSITION 39 GENERAL OBLIGATION BOND  
FUNDED CAPITAL OUTLAY PROJECTS**

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have audited the accompanying Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District (the District) as of and for the fiscal year ended June 30, 2012. These statements are the responsibility of the District's management. Our responsibility is to express an opinion on these statements based on our audit.

We conducted our audit of the General Obligation Bond Funded Capital Outlay Projects in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements for the General Obligation Bond Funded Capital Outlay Projects are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the General Obligation Bond Funded Capital Outlay Projects financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2012, in conformity with accounting principles generally accepted in the United States of America.

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

In accordance with *Government Auditing Standards*, we have also issued our report dated September 27, 2012 on our consideration of the Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



VICENTI, LLOYD & STUTZMAN LLP

September 27, 2012

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**BALANCE SHEET**

**GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**June 30, 2012**

**ASSETS**

Cash in County Treasury	\$ 90,583,545
Accounts Receivable	146,585
Due from Other Funds	<u>1,335</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 90,731,465</u></b>

**LIABILITIES AND FUND BALANCE**

**LIABILITIES**

Accounts Payable	\$ 4,428,838
Due to Other Funds	<u>27,382</u>
<b>TOTAL LIABILITIES</b>	<b><u>4,456,220</u></b>

**FUND BALANCE**

Restricted	<u>86,275,245</u>
<b>TOTAL FUND BALANCE</b>	<b><u>86,275,245</u></b>

<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b><u>\$ 90,731,465</u></b>
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The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**For the Fiscal Year Ended June 30, 2012**

**REVENUES**

**Revenue from Local Sources**

Contributions	\$ 101,048
Interest and Investment Income	<u>496,430</u>

<b>TOTAL REVENUES</b>	<u><u>597,478</u></u>
-----------------------	-----------------------

**EXPENDITURES**

Classified Salaries	283,960
Benefits	106,894
Other Services	825,239
Capital Outlay	<u>36,273,080</u>

<b>TOTAL EXPENDITURES</b>	<u><u>37,489,173</u></u>
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Deficiency of revenues over expenditures	(36,891,695)
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Fund Balance at Beginning of Year	<u>123,166,940</u>
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Fund Balance at End of Year	<u><u>\$ 86,275,245</u></u>
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The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
 BUDGET AND ACTUAL  
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS  
 For the Fiscal Year Ended June 30, 2012**

	<u>Budget *</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>REVENUES</b>			
<b>Revenue from Local Sources</b>			
Contributions	\$ -	\$ 101,048	\$ 101,048
Interest and Investment Income	<u>585,000</u>	<u>496,430</u>	<u>(88,570)</u>
<b>TOTAL REVENUES</b>	<u>585,000</u>	<u>597,478</u>	<u>12,478</u>
 <b>EXPENDITURES</b>			
Classified Salaries	479,180	283,960	195,220
Benefits	219,974	106,894	113,080
Other Services	854,128	825,239	28,889
Capital Outlay	<u>116,136,585</u>	<u>36,273,080</u>	<u>79,863,505</u>
<b>TOTAL EXPENDITURES</b>	<u>117,689,867</u>	<u>37,489,173</u>	<u>80,200,694</u>
 Deficiency of revenues over expenditures	<u>\$ (117,104,867)</u>	(36,891,695)	<u>\$ 80,213,172</u>
 Fund Balance at Beginning of Year		<u>123,166,940</u>	
 Fund Balance at End of Year		<u>\$ 86,275,245</u>	

\* The budget for revenues reflects estimated amounts to be received in the current year. The budget for expenditures reflects amounts remaining and available for current and subsequent years' expenditures and does not necessarily coincide with actual planned expenditures in the current year.

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

**ACCOUNTING POLICIES**

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

**FUND STRUCTURE**

The Statement of Revenues, Expenditures, and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, these statements do not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

**BASIS OF ACCOUNTING**

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

During the year, Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

**BUDGET**

The Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual includes a column entitled “Budget”. The amounts in this column represent the budget adopted by the Board of Trustees and all amendments throughout the year.



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)**

**FUND BALANCE CLASSIFICATION**

The governmental fund financial statements present fund balance classifications that comprise a hierarchy based on the extent to which the District is bound to honor constraints on the specific purposes for which amounts can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. Riverside Community College District General Obligation Bond Funded Capital Outlay Projects does not currently have any nonspendable fund balance.

Restricted: Amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed: Amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District Board of Trustees. These amounts cannot be used for any other purpose unless the District Board of Trustees removes or changes the specified use by taking the same formal action (vote or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. Riverside Community College District General Obligation Bond Funded Capital Outlay Projects does not currently have any committed fund balance.

Assigned: Amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. Riverside Community College District General Obligation Bond Funded Capital Outlay Projects does not currently have any assigned fund balance.

Unassigned: The residual fund balance and all other spendable amounts. Riverside Community College District General Obligation Bond Funded Capital Outlay Projects does not currently have any unassigned fund balance.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)**

**CAPITAL ASSETS AND LONG-TERM DEBT**

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects is determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects are accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the Balance Sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the Riverside Community College District.

**NOTE 2 - DEPOSITS – CASH IN COUNTY TREASURY:**

In accordance with Education Code Section 41001, the District maintains all of its cash in the Riverside County Treasury as part of the common investment pool. These pooled funds are carried at cost which may differ from fair value. The fair market value of the District’s deposits for the General Obligation Bond Funded Capital Outlay Projects in this pool as of June 30, 2012, as provided by the pool sponsor, was \$90,474,845.

The County is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et. seq. The county is restricted by Government Code Section 53635 pursuant to Section 53601 to invest in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer’s investment pool, bankers’ acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The funds maintained by the County are either secured by federal depository insurance or are collateralized. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 3 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS:**

There were no excesses of expenditures over appropriations by major object accounts.

**NOTE 4 – BONDED DEBT:**

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

The outstanding related bonded debt for the Riverside Community College District at June 30, 2012 is:

<u>Issue Date</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	<u>Outstanding July 1, 2011</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2012</u>
2004A	4.00-5.25%	2030	\$ 55,205,000	\$ 3,475,000	\$	\$ 500,000	\$ 2,975,000
2005 Refunding	3.00-5.00%	2025	58,386,109	50,626,109		1,252,016	49,374,093
2007C	4.00-5.00%	2033	90,000,000	68,510,000			68,510,000
2010D	2.36-5.53%	2026	7,699,278	7,699,278			7,699,278
2010D-1	6.97-7.02%	2040	102,300,000	102,300,000			102,300,000
			<u>\$ 313,590,387</u>	<u>\$ 232,610,387</u>	<u>\$ -</u>	<u>\$ 1,752,016</u>	<u>\$ 230,858,371</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
 June 30, 2012**

**NOTE 4 – BONDED DEBT: (continued)**

**Series A & B**

In August 2004, the District issued the General Obligation Bonds, Series A in the amount of \$55,205,000. Series A Bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District's outstanding Certificates of Participation (1993 Financing Project). Series B Bonds for \$9,795,000 were also issued in August 2004 to advance refund the District's outstanding Certificates of Participation (2001 Refunding Project). The Series B Bonds were paid in full as of June 30, 2008.

The annual requirements to amortize Series A Bonds payable, outstanding as of June 30, 2012, are as indicated below:

<b><u>Year Ended June 30,</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2013	\$ 620,000	\$ 113,675	\$ 733,675
2014	795,000	85,375	880,375
2015	1,000,000	49,475	1,049,475
2016	15,000	29,156	44,156
2017	15,000	28,463	43,463
2018-2022	120,000	126,650	246,650
2023-2027	215,000	83,681	298,681
2028-2030	195,000	16,638	211,638
	<b><u>\$ 2,975,000</u></b>	<b><u>\$ 533,113</u></b>	<b><u>\$ 3,508,113</u></b>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 4 – BONDED DEBT: (continued)**

**Refunding**

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District’s General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds.

The annual requirements to amortize Refunding Bonds payable, outstanding as of June 30, 2012, are as follows:

<b>Year Ended June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Accreted Interest Component</b>	<b>Total</b>
2013	\$ 876,061	\$ 2,298,250	\$ 1,138,939	\$ 4,313,250
2014	837,747	2,298,250	1,327,253	4,463,250
2015	797,240	2,298,250	1,517,760	4,613,250
2016	898,045	2,298,250	2,031,955	5,228,250
2017	3,165,000	2,219,125		5,384,125
2018-2022	22,555,000	8,124,875		30,679,875
2023-2025	20,245,000	1,583,375		21,828,375
	<u>\$ 49,374,093</u>	<u>\$ 21,120,375</u>	<u>\$ 6,015,907</u>	<u>\$ 76,510,375</u>

Capital appreciation bonds were issued as part of the 2005 refunding issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 4 – BONDED DEBT: (continued)**

**Series C**

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds.

The annual requirements to amortize Series C Bonds payable, outstanding as of June 30, 2012, are as follows:

<b><u>Year Ended June 30,</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2013	\$	\$ 3,425,500	\$ 3,425,500
2014		3,425,500	3,425,500
2015		3,425,500	3,425,500
2016		3,425,500	3,425,500
2017		3,425,500	3,425,500
2018-2022		17,127,500	17,127,500
2023-2027	15,340,000	16,377,750	31,717,750
2028-2032	52,170,000	7,211,750	59,381,750
2033	1,000,000	25,000	1,025,000
	<b><u>\$ 68,510,000</u></b>	<b><u>\$ 57,869,500</u></b>	<b><u>\$ 126,379,500</u></b>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 4 – BONDED DEBT: (continued)**

**Series D & D-1**

In October 2011, the District issued General Obligation Bonds, Series D and D-1 in the amount of \$109,999,278. These bonds consisted of \$7,699,278 tax-exempt Series D bonds and \$102,300,000 in federally taxable Build America Bonds Series D-1. The Build America Bonds program was created by the American Recovery and Reinvestment Act to assist state and local governments in financing capital projects at lower borrowing costs and to stimulate the economy and create jobs.

The District elected to treat the Series D-1 bonds as “Build America Bonds” under Section 54AA of the Tax Code, and the Series D-1 Bonds be “qualified bonds” under Section 54AA(g)(2) of the Tax Code which make the District eligible for a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Series D-1 Bonds. The District will deposit the cash subsidy payments with the County to be credited to the Debt Service Fund for the Series D-1 Bonds. Cash subsidy payments are expected to be received contemporaneously with each interest payment date.

Debt service requirements for Series D Bonds are as follows:

<b>Year Ended June 30,</b>	<b>Principal</b>	<b>Accreted Interest</b>	<b>Total</b>
2013	\$	\$	\$
2014			
2015			
2016	216,214	158,786	375,000
2017	292,495	277,505	570,000
2018-2022	2,653,403	3,176,597	5,830,000
2023-2026	4,537,166	4,607,834	9,145,000
	<u>\$ 7,699,278</u>	<u>\$ 8,220,722</u>	<u>\$ 15,920,000</u>

Capital appreciation bonds were issued as part of the 2011 Series D issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2012**

**NOTE 4 – BONDED DEBT: (continued)**

**Series D & D-1 (continued)**

Debt service requirements for Series D-1 Build America Bonds are as follows:

<b>Year Ended June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2013	\$	\$ 7,164,193	\$ 7,164,193
2014		7,164,193	7,164,193
2015		7,164,193	7,164,193
2016		7,322,979	7,322,979
2017		7,441,697	7,441,697
2018-2022		38,997,562	38,997,562
2023-2027		40,428,798	40,428,798
2028-2032	760,000	35,820,965	36,580,965
2033-2037	46,980,000	29,641,871	76,621,871
2038-2040	54,560,000	9,945,247	64,505,247
	<u>\$ 102,300,000</u>	<u>\$ 191,091,698</u>	<u>\$ 293,391,698</u>

**NOTE 5 – COMMITMENTS AND CONTINGENCIES**

**A. Litigation**

The District is a defendant in a pending liability lawsuit. At this early stage of the litigation and without concluding discovery, it is difficult to evaluate the likelihood of an unfavorable outcome. Any estimated possible judgment(s) against the District are unknown and are not reflected in these financial statements.

**B. Purchase Commitments**

As of June 30, 2012, the District was committed under various capital expenditure purchase agreements for bond projects in process totaling approximately \$70,159,000.





**REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have audited the Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of Riverside Community College District is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the fund financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over General Obligation Bond Fund Capital Outlay Projects financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

**REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverside Community College District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests of the General Obligation Bond Funded Capital Outlay Projects disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the District's Board of Trustees, the Citizens' Bond Oversight Committee and District management. It is not intended to be and should not be used by anyone other than these specified parties.

  
VICENTI, LLOYD & STUTZMAN LLP

September 27, 2012

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**FINANCIAL AUDIT  
SCHEDULE OF FINDINGS AND RESPONSES  
June 30, 2012**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the years ended June 30, 2012, and June 30, 2011.

**PERFORMANCE AUDIT OF THE GENERAL OBLIGATION BOND  
FUNDED CAPITAL OUTLAY PROJECTS**



**INDEPENDENT AUDITOR'S REPORT  
ON PROPOSITION 39 GENERAL OBLIGATION  
BOND FUNDED CAPITAL OUTLAY PROJECTS  
COMPLIANCE REQUIREMENTS**

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have conducted a performance audit of the Riverside Community College District (the "District"), Measure C General Obligation Bond funds for the year ended June 30, 2012.

We conducted our performance audit in accordance with *Governmental Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives.

Our audit was limited to the objectives listed on page 20 of this report which includes determining the Riverside Community College District's compliance with the performance requirements for the Proposition 39 Measure C General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the Riverside Community College District's compliance with those requirements.

Management of Riverside Community College District is responsible for establishing and maintaining effective internal control. Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal control of Riverside Community College District to determine if internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution. Accordingly, we do not express any assurance on the internal control.

The results of our tests indicated that, in all significant respects, Riverside Community College District expended Measure C General Obligation Bond funds for the year ended June 30, 2012 only for the specific projects developed by the District's Board of Trustees, and approved by the voters in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

*Vicenti, Lloyd & Stutzman LLP*  
VICENTI, LLOYD & STUTZMAN LLP

September 27, 2012

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2012**

**BACKGROUND INFORMATION**

In November, 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related state legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in state law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C Bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct, an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program have been expended only for the authorized bond projects.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2012**

**OBJECTIVES**

The objectives of our performance audit were to:

- Document the expenditures charged to the Riverside Community College District Measure C General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the Measure C General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.
- Determine compliance with specific Education Code Sections related to oversight of bond expenditures.
- Note any incongruities or system weaknesses and provide recommendations for improvement.
- Provide the District Board of Trustees and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

**SCOPE OF THE AUDIT**

The scope of our performance audit covered the period of July 1, 2011 to June 30, 2012. The expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other state or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2012 were not reviewed or included within the scope of our audit or in this report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2012**

**PROCEDURES PERFORMED**

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the period of July 1, 2011 to June 30, 2012 for the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program. We also reviewed documentation, including the District website, for Compliance with Education Code Sections 15278-15282. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Proposition 39 and Measure C with regards to the approved bond projects list and performed the following procedures:

- We reviewed the projects listed to be funded with general obligation bond proceeds as set forth in the Measure C election documents.
- We selected a sample of expenditures for the fiscal year ended June 30, 2012 and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were generally expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects. In addition, we verified that funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2012**

**CONCLUSION**

The results of our tests indicated that, in all significant respects, the Riverside Community College District has properly accounted for the expenditures of the funds held in the Bond Funded Capital Outlay Projects — Measure C Bond Program and that such expenditures were made for authorized bond projects. Further, it was noted that the funds held in the Bond Funded Capital Outlay Projects — Measure C Bond Program and expended by the District, were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
SCHEDULE OF FINDINGS AND RESPONSES  
June 30, 2012**

There were no findings related to the performance audit for the fiscal years ended June 30, 2012, and June 30, 2011.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
BOND PROJECT SUMMARY  
June 30, 2012**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$194,155,728 through June 30, 2012 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2011	2012 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2012
Parking Structure - Riverside	\$ 20,940,662	\$ 20,940,661	\$	\$ 20,940,661
PE Complex / Athletic Field Phase I - Riverside	4,516,435	4,516,435		4,516,435
Lovekin Complex (Swing Space)	3,958,308	3,958,308		3,958,308
Quad Modernization Project	8,918,800	8,934,677	50,890	8,985,567
RCC System Office - Purchase Option	2,629,982	2,629,982		2,629,982
MLK Renovation	1,010,614	1,010,614		1,010,614
Bridge Space Project	1,175,132	1,175,132		1,175,132
Phase III - Norco	9,620,416	9,568,372	146,977	9,715,349
District Computer / Network / Phone Upgrades	1,351,043	1,306,498	36,668	1,343,166
Scheduled Maintenance - District Match for State Allocation	1,403,045	1,403,045		1,403,045
Administration Building Remodel	186,100	186,100		186,100
Business Education Building Remodel	129,325	129,325		129,325
Nursing / Sciences Building Riverside	18,272,600	10,215,702	5,800,395	16,016,097
Phase III - Moreno Valley	5,393,265	1,318,285	1,148,530	2,466,815
Physical Education Phase II	13,738,332	5,984,465	7,328,861	13,313,326
Feasibility and Planning	1,171,554	762,611	286,867	1,049,478
Innovative Learning Center	7,399,505	7,399,410	95	7,399,505
Moreno Valley Secondary Effects	286,227	286,226		286,226
Norco Campus Room Renovations	100,020	100,019		100,019
Riverside Food Services Remodel	987,705	987,705		987,705
Moreno Valley Food Services Remodel	2,654,335	2,654,337	(4,729)	2,649,608
Infrastructure Studies Project	484,414	484,414		484,414
Moreno Valley Hot Water Loop System	869,848	869,848		869,848
Emergency Phones Installation Project	379,717	379,717		379,717
Noresco Utility Retrofit Improvement	6,181,188	6,181,189		6,181,189
Modular Redistribution Norco/MoVal/BC/Riv	8,431,362	8,431,361		8,431,361
ECS Upgrade/Retrofit Norco/MoVal	389,561	389,561		389,561
PBX Operations Center Riv/Nor/MV	15,227,201	1,553,698	1,137,227	2,690,925
Phys/Life Science Secondary Effects StSvc	152,500	151,000	1,500	152,500
Norco Campus Student Support Center	15,635,918	15,592,511	2,406	15,594,917
Staff Costs	1,588,166	896,510	338,009	1,234,519
Long Range Master Plan Project	1,439,077	1,439,077		1,439,077
Construction Management Services	232,775	210,331		210,331
Logic Domain CPMX	124,125	114,750	9,375	124,125
Aquatic Pool Project	11,028,683	10,799,591	19,286	10,818,877
Norco Soccer Field	3,904,973	3,850,500	28,814	3,879,314
Moreno Valley Parking Structure	5,269,307	4,917,775	175,312	5,093,087
Bradshaw Building Electrical	366,353	366,353		366,353

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
BOND PROJECT SUMMARY  
June 30, 2012**

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2011	2012 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2012
Quad Basement Remodel	467,500	68,664	284,277	352,941
Black Box Theatre Remodel	10,955	10,955		10,955
Technology Building - A	11,375	11,375		11,375
Center for Health, Wellness and Kinesiology	83,000	83,000		83,000
Health Science Center	164,971	164,970		164,970
ADA Transition Plan	6,360,000	742,422	200,548	942,970
March Dental Education Center	10,700,181	4,934,804	4,923,292	9,858,096
Norco Secondary Effects Project	16,044,292	3,436,321	10,516,574	13,952,895
Utility Infrastructure Upgrade Project	6,200,000	456,326	262,623	718,949
Norco Campus Safety & Site Improvement Project	967,442	903,398	64,044	967,442
Moreno Valley Campus Safety & Site Improvement Project	719,827	719,827		719,827
Moreno Valley Campus Administrative Move to Humanities	25,990	25,990		25,990
Moreno Valley Campus Science Laboratories Remodel	500,000	143,425	44,335	187,760
Ben Clark Public Safety Training Center Project	84,500	46,125	7,000	53,125
Riverside Interim Parking Lease	177,023	177,004	19	177,023
Moreno Valley Center for Human Performance	103,559	103,559		103,559
Riverside Cosmetology Building	139,000	136,000	3,000	139,000
Alumni Carriage House Restoration Project	150,000	19,682	94,547	114,229
District Wide IT Audit	5,840,000	178,606	1,129,880	1,308,486
District Culinary Arts / District Office Building	32,866,261	619,834	1,898,558	2,518,392
Parking Structure Fall Deterrent	7,576	7,576		7,576
Nursing Portables	705,338	705,338		705,338
Central Plant Boiler Project	161,848	161,847		161,847
DSA Project Closures	75,000	5,660	1,774	7,434
Scheduled Maintenance - New	1,680,000	390,367	601,558	991,925
Electronic Contract Document Storage	50,000			
2010 IPP/FPP District	647,200			
Program Contingency	4,242,897			
Program Reserve	6,656,746			
District Design Standards	355,000	40,500	259,479	299,979
Moreno Valley Learning Center	127,000	127,000		127,000
Student Services and Workforce Development Bldg.	27,730,875			
Lovekin Parking/Tennis Project	3,378,125			
Food Services "grab-n-go" Facility Project	891,000			
Master Plan Updates	927,000	15,400	111,675	127,075
Swing Space - Market Street Properties	484,500	129,989	125,078	255,067
Groundwater Monitoring Wells	100,000	4,496	60,430	64,926
Emergency Phone Project - Moreno Valley	450,000		280,379	280,379
Self-Generation Incentive Program- Norco	10,000		9,000	9,000
Physicians Assistant Laboratory Remodel - Moreno Valley	120,000		7,720	7,720
Visual and Performing Arts Center - Norco	114,000		96,900	96,900
Audio Visual Upgrade Project - Moreno Valley	200,000			
Mechanical Upgrade Project - Moreno Valley	875,000			

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
 BOND PROJECT SUMMARY  
 June 30, 2012**

	<u>BUDGET</u>	<u>TOTAL PROJECT COSTS THROUGH June 30, 2011</u>	<u>2012 ACTUAL COSTS</u>	<u>TOTAL PROJECT COSTS THROUGH June 30, 2012</u>
Coil School for the Arts	24,280,000			
Coil School for the Arts - Parking Structure	1,456,076			
<b>Total Capital Outlay</b>	<u>334,889,630</u>	<u>156,666,555</u>	<u>37,489,173</u>	<u>194,155,728</u>
Series A Refunding Escrow	57,686,474	57,686,474		57,686,474
COPS Payoffs	11,582,875	11,582,873		11,582,873
Costs of issuance	2,839,859	2,839,858		2,839,858
Debt service	2,835,612	2,835,612		2,835,612
Election costs	98,236	98,236		98,236
<b>Total Other Financing Uses</b>	<u>75,043,056</u>	<u>75,043,053</u>	<u>-</u>	<u>75,043,053</u>
<b>TOTALS</b>	<u>\$ 409,932,686</u>	<u>\$ 231,709,608</u>	<u>\$ 37,489,173</u>	<u>\$ 269,198,781</u>



October 11, 2012

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

This letter is intended to ensure that the Board of Trustees and the Measure C Citizens' Bond Oversight Committee of Riverside Community College District (the "District") receives additional information regarding the scope and results of the audit of the General Obligation Bond Funded Capital Outlay Projects that may assist in overseeing the financial reporting and disclosure process for which management is responsible. These communications relate to the financial statement audit of the General Obligation Bond Funded Capital Outlay Projects that has been performed by Vicenti, Lloyd & Stutzman LLP ("VLS") for the year ended June 30, 2012, and other relevant information relating to VLS' relationship with the District. Our objective is to communicate certain information that is required to be communicated to those charged with governance by professional auditing standards.

The following summarizes various matters which must be communicated to you under auditing standards generally accepted in the United States of America.

### **The Auditor's Responsibility under Applicable Auditing Standards**

Our audit of the financial statements of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2012 was conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplished that objective.

### **Qualitative Aspects of Accounting Practices**

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the District. The significant accounting policies used by the District are described in Note 1 to the financial statements. The District did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period which should be brought to

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Riverside Community College District  
October 11, 2012  
Page 2

your attention for approval. No significant or unusual transactions or significant accounting policies related to controversial or emerging areas for which there is a lack of authoritative guidance or consensus were noted. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses its knowledge and experience about past and current events, and certain assumptions about future events. Management has informed us it used all the relevant facts available at the time to make the best judgments about accounting estimates, and we considered this information in the scope of our audit. Estimates significant to the financial statements include such items as establishing the accruals of receivables and liabilities. We believe management's estimates are reasonable, based on our audit. However, estimates are subject to change because of future events, and the ultimate amounts realized may differ from those provided.

The financial statement disclosures are neutral, consistent, and clear.

#### **Difficulties Encountered in Performing the Audit**

There were no difficulties encountered in dealing with management in performing and completing both the financial and performance audits.

#### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no audit adjustments made to the original trial balance presented to us.

We accumulated no uncorrected misstatements for the fiscal year ended June 30, 2012.

#### **Disagreement with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the audit report. We are pleased to report that we encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments or any significant matters.

#### **Management Representations**

We have requested certain representations from management including but not limited to the fair presentation of the financial statements, application of generally accepted accounting principles and management's responsibility for establishing and maintaining effective internal controls. These as well as other representations are included in the management representation letter dated September 27, 2012.

Riverside Community College District  
October 11, 2012  
Page 3

### **Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. We are not aware of any consultations management had with other accountants about auditing and accounting matters related to the General Obligation Bond Funded Capital Outlay Projects.

### **Other Information in Documents Containing Audited Financial Statements**

We are not aware of other documents that contain the audit report of the General Obligation Bond Funded Capital Outlay Projects. When such documents are to be published, such as an Annual Report, we have a responsibility to determine that such financial information is not materially inconsistent with the audited statements of the General Obligation Bond Funded Capital Outlay Projects.

### **Other Audit Findings or Issues**

No management letter was issued related to the audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2012.

No major issues were discussed with management prior to our recurring retention to perform the aforementioned audit.

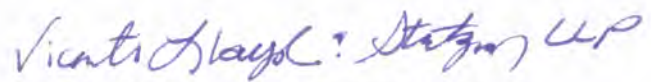
### **Independence**

Vicenti Lloyd & Stutzman LLP is independent with respect to the District. Our quality control processes are established to ensure our continuing independence.

### **Closing**

We will be pleased to respond to any questions you have about the foregoing. If you would like any information or would like to discuss any of the matters raised, please do not hesitate to contact Renee Graves or Patricia Stover at (626) 857-7300. We appreciate the opportunity to continue to be of service to Riverside Community College District.

This letter is intended solely for the information and use of the Board of Trustees, Measure C Citizens' Bond Oversight Committee, management and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

  
VICENTI, LLOYD & STUTZMAN LLP





## Agenda Item (VIII-D-3)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-3)
Subject	Recommended Firms for Furniture, Fixtures and Equipment (FF&E) Consulting Services
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the list of prequalified for furniture, fixtures and equipment consulting firms: Dovetail Decision Consultants, Inc., HMC Architects, NTD Architecture, and Pal Id Studio, Inc.

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### Background Narrative:

The District's colleges have engaged consulting firms on an "as needed" basis to assist with the furniture, fixtures and equipment (FF&E) phase of facility projects. The consultants assisted with the selection of furniture; the layout of furniture within the facility; design specifications; delivery schedules; and installation, coordination and inspection. Prior to the use of such FF&E consultants, college personnel assumed these responsibilities.

Typically, the FF&E consultants were engaged in the later stages of a facility project. However it is considered more effective to have these consultants as active participants during all phases of the lifecycle development of a project, including the initial design phase. Thus, it is deemed necessary to establish a list of qualified FF&E consultants from which cost proposals can be obtained and a firm engaged during the initial phase of a facility project. The establishment of a pre-qualified list of FF&E consultants will allow for a fair and competitive selection process.

On July 9, 2012 the Riverside Community College District advertised a Request for Qualifications (RFQ) for the purpose of establishing a list of pre-qualified FF&E consulting firms for new and renovation facility projects. This list will be used to solicit fee proposals and negotiate contracts to perform project specific FF&E consulting assignments.

On August 6, 2012, six (6) statements of qualifications were received. Firm qualifications were evaluated by the members of the FF&E Review Committee as follows:

David Bobbitt, Norco/Moreno Valley Colleges – Vice President, Business Services  
Linda Wright, Norco College – Administrative Assistant, VP Business Services  
Laurens Thurman, College Facilities Consultant  
Chris Carlson, District – Chief of Staff  
Orin Williams, District – Associate Vice Chancellor, Facilities Planning and Design  
Bart Doering, District – Construction Manager (Norco and Moreno Valley Colleges)  
John Baker, District – Acting Construction Manager (Riverside City College)  
Majd Askar, District – Purchasing Manager

Staff presents to the Board of Trustees four (4) firms who have been selected to be included in the list of pre-qualified FF&E consulting firms.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Majd Askar, Purchasing Manager

**Attachments:**

[20121120\\_FFE\\_Consulting\\_Services\\_List](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**Furniture, Fixtures and Equipment (FF&E) Consulting Services  
List of Recommended Firms**

Firm

Dovetail Decision Consultants, Inc.  
HMC Architects  
NTD Architecture  
Pal Id Studio, Inc.

Location

San Anselmo  
Ontario  
San Diego  
Fullerton



## Agenda Item (VIII-D-4)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-4)
Subject	Contract Award for District-wide Bookstore Services to Barnes and Noble
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees award the District-wide Bookstore Services contract to Barnes and Noble for the period December 1, 2012 through November 30, 2017.

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### Background Narrative:

On May 23, 2012, the District released a Request for Proposal for District-wide bookstore services. On June 19, 2012, two proposals were received. The proposals were evaluated by the Contract Review Committee, comprised of faculty, staff and students from each college. This Committee was established for the purpose of evaluating Request for Proposal (RFP) responses concerning District-wide Bookstore, Food and ATM/Student ID Card Services. The Committee recommends award of the District-wide bookstore services contract to Barnes & Noble. The contract term shall be five (5) years, for the period December 1, 2012 through November 30, 2017. In exchange for the right to be the exclusive vendor of bookstore services, Barnes & Noble guarantees a minimum annual commission of \$875,000 for the first year and 13.5% of sales each subsequent year, a one-time signing bonus of \$600,000 to the Riverside Community College District, donations and scholarships for students totaling \$26,000 annually, eTextbooks up to 60% off new print book prices, used textbooks 25% off new selling prices; book rentals at least 50% off the cost of new printed book prices, and one textbook copy of the 25 most used textbooks going to each college's library at no cost to the colleges. Please see the attached Bookstore Proposal Comparison sheet for a breakdown of yearly commissions.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Cynthia Azari, President, Riverside City College  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Charlie Wyckoff, Acting Vice President, Business Services, RCC  
Reyna Philp, Accounting Services Manager, Auxiliary Business Services

### Attachments:

[2012-13 Barnes and Noble Contract](#)  
[Bookstore Proposal Comparison](#)

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**Agreement for Bookstore Services  
between  
Riverside Community College District  
and  
Barnes & Noble College Booksellers, LLC**

**1. Engagement of Barnes & Noble:**

Riverside Community College District hereby engages Barnes & Noble College Booksellers, LLC (“Barnes & Noble”) to operate and provide services for the bookstore of Riverside Community College District (the “Bookstore”) on the terms and subject to the conditions set forth herein, and Barnes & Noble hereby accepts such engagement.

**2. Term, Amendment and Notices:**

This agreement shall govern the relationship between Riverside Community College District and Barnes & Noble with regard to the Bookstore for the period December 1, 2012 through November 30, 2017.

No change, modification or amendment of this agreement shall be valid unless the same shall be in writing and signed by both parties hereto. All notifications shall be sent to the following individual by certified mail: James L. Buysse, Vice Chancellor, Administration and Finance for Riverside Community College District located at 4800 Magnolia Avenue, Riverside, CA 92506 and Kimberly Otte, Vice President, Stores for Barnes & Noble College Booksellers, LLC located at 120 Mountain View Blvd, Basking Ridge, NJ 07920.

Riverside Community College District and Barnes & Noble shall have the right to terminate this Agreement at any time by giving one hundred and twenty (120) days written notice to the other party.

**3. Riverside Community College District Shall Provide to Barnes & Noble at Riverside Community College District’s Expense:**

- a) Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
- b) Office equipment (including computer equipment, and safes), furniture and fixtures, file cabinets, telephone equipment and wiring and telephone service (including campus telephones and campus telephone service), and office machines currently available for Bookstore use.
- c) All repairs and maintenance for the building and the physical structure in which the Bookstore is located, as well as mechanical and HVAC systems; provided, however, that Barnes & Noble shall be responsible for any and all repairs and construction covered by the insurance policies required by this Agreement or otherwise required as a result of the acts or omissions of Barnes & Noble or its officials, officers, employees and agents, in which case the cost of repairs shall be paid by Barnes & Noble. Such repairs will be made, as the District decides in its sole discretion, either by the District or by an independent contractor, and the District shall invoice Barnes & Noble. Such invoice shall be paid to the District along with Barnes & Noble’s next normal payment to the District. In making repairs, the District will avoid jeopardizing Barnes & Noble’s business operations to the extent feasible, but Barnes & Noble understands, acknowledges and agrees that some inconvenience and disruption will occur, and Barnes & Noble will hold the District free and

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harmless from any and all claims, causes of action, injuries, costs or other damages of any kind associated with such inconveniences or disruptions.

- d) Trash removal, and extermination services for the Bookstore.
- e) All debit or credit card or other financial services made available by Riverside Community College District to its students.
- f) The placement of an electronic link to your bookstore's web site on your school's home page.

#### **4. Environmental Matters:**

To the best of its knowledge, Riverside Community College District is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. Riverside Community College District shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble, and notifying Barnes & Noble accordingly.

#### **5. Barnes & Noble Shall Provide to Riverside Community College District at Barnes & Noble's Expense:**

All operating expenses of the Bookstore including those related to:

- a) Employees, including payroll and payroll system costs, and employee benefits.
- b) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold, except any property or municipal taxes on the Bookstore.
- c) Office equipment maintenance and repair.
- d) General custodial services. Barnes & Noble must maintain good, standard housekeeping practices relative to store front windows and other glass, sweeping, dusting, disposal of trash and the keeping of aisles free of obstacles. Material Safety Data Sheets (MSDS) for any chemicals used or stored within the Bookstore Facilities must be submitted to the College Facilities Manager on or before the first date they are brought onto the campus. A master set of MSDS shall be maintain in the Facilities Office. Additional, MSDS information shall be posted where chemicals are stored and/or used.
- e) Loss prevention services.
- f) Long distance telephone services, through a vendor selected by Barnes & Noble.

#### **6. Insurance:**

Barnes & Noble shall procure at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the Bookstore:

- a) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.

- b) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- c) Property Damage Liability Insurance in the amount of \$1,000,000.
- d) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of Riverside Community College District, Barnes & Noble shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble shall save Riverside Community College District harmless from claims which may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Barnes & Noble vehicles on the Bookstore premises, except for claims caused by Riverside Community College District or any of its employees, agents or representatives, for which Riverside Community College District shall save Barnes & Noble harmless.

Original Certificates of Insurance, with the required endorsement, shall be delivered to the District Risk Management department within 30 days of signing this document.

Barnes & Noble's insurance policies for the Bookstore shall name Riverside Community College District as an additional insured, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured. These policies shall be primary and noncontributing with any insurance carried by Riverside Community College District.

#### **7. Compliance with all Laws:**

Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

#### **8. Non-Discrimination**

Barnes & Noble shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Barnes & Noble understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

**8. Management and Staff:**

Barnes & Noble shall staff the Bookstore with experienced and qualified managerial and clerical personnel. During peak “rush” periods, Barnes & Noble shall utilize sufficient additional employees at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.

- a) Riverside Community College District Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Barnes & Noble and Riverside Community College District. Barnes & Noble will comply with written requests by Riverside Community College District to remove or reassign store personnel, including Bookstore managers, for good cause.

**9. Staff Relations, Wages, and Benefits:**

Barnes & Noble shall be responsible for the wages and benefits of all of its employees at the Bookstore. Barnes & Noble has the right to set its own wages and benefits. Barnes & Noble will employ students of Riverside Community College District at the Bookstore whenever reasonably possible.

**10. Calendar of Operating Hours:**

Barnes & Noble shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official Riverside Community College District calendar and in mutual agreement with Riverside Community College District in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

**11. Book Orders and Deadlines:**

Barnes & Noble shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a) On or before October 1 for the spring semester.
- b) On or before March 1 for the summer sessions.
- c) On or before April 1 for the fall semester.

Barnes & Noble shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. Riverside Community College District shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

**12. Services Expected:**



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Barnes & Noble shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors, with the facility and equipment agreed upon. Services of the Bookstore shall include the following:

- a) The Bookstore shall be Riverside Community College District's exclusive buyer and seller of all required, recommended or suggested course materials and supplies, including books, course packs, computer software, textbook rentals, and materials published or distributed electronically and/or through learning management systems, or sold over the Internet. As used in this Agreement, "Internet" includes the World Wide Web and any proprietary on-line service. Barnes & Noble will provide exclusive on-line services through our web site and have first right of refusal to fulfill any distance learning material needs during the term of this agreement.
- b) The Bookstore shall be designated the exclusive agent to accept all campus debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for charge sales will be guaranteed by Riverside Community College District and are payable within 30 days of invoice date.
- c) The Bookstore shall also be Riverside Community College District's exclusive "on-campus" and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a Riverside Community College District emblem, logo, insignia or other identifying mark.
- d) Riverside Community College District shall not contract with any third party to provide any services of the type outlined in this Agreement whether on or off campus, through e-commerce sites, hyperlinks to alternate sources, or otherwise endorsed or supported by Riverside Community College District.
- e) Barnes & Noble will have first right of refusal for other retailers that would directly compete with Barnes & Noble's academic retailing program.
- f) The Bookstore shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations.
- g) The Bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries; provided, however, that the stocking and sale of food or drink products by Barnes & Noble which directly competes with the District's provision of food services or its separate contract(s) for beverage and snack vending machine service for students, staff, and visitors shall be approved in writing by the District in advance. The vending services include hot and cold drinks, fruit juices, snack food items and some cold food items such as sandwiches. Any dispute regarding food or drink sales through the Bookstores shall be arbitrated by the District's representative whose decision shall be final
- h) Barnes & Noble will provide custom publishing services for Riverside Community College District. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.

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- i) Barnes & Noble shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.
  - j) Barnes & Noble shall provide charge sales for supplies for Riverside Community College District departments and offices. Payments for such charge sales shall be guaranteed by Riverside Community College District and payable within 30 days.
  - k) Barnes & Noble will allow full-time faculty and staff of Riverside Community College District a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
  - l) Barnes & Noble will offer a 20% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
  - m) If Riverside Community College District accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if Riverside Community College District permits tabling or other third-party promotional activities at any event sponsored by Riverside Community College District or located on the Riverside Community College District campus, Riverside Community College District agrees that:
    - (a) it shall give the Bookstore reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities;
    - (b) the Bookstore shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and
    - (c) Under the Freedom of Speech laws, Barnes & Noble understands that Riverside Community College District must allow used book sellers on District premises for the purpose of marketing used books. Said marketing will not involve the actual sale of any used books on District property, but it will include the distribution of flyers, pamphlets or other marketing materials to the students in each College's designated free speech/public forum areas.

### **13. Booklist:**

In the course of providing the services contracted for in this contract, Barnes & Noble collects certain information from the faculty on its Course Book Information forms. Barnes & Noble also creates a computer database containing, among other things, course book information. These forms and the database are Barnes & Noble's proprietary information, created at substantial cost and expense to Barnes & Noble and used in connection with its business, the retail sale of textbooks.

Should Riverside Community College District require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), Riverside Community College District understands that it will be responsible for collecting that information from the faculty.

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Subject to the “exclusive campus bookseller provision” set forth above, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

#### **14. Used Book Purchase and Resale:**

Barnes and Noble shall buy books from Riverside Community College District faculty, staff and students at the following prices:

- a) When the Bookstore has been notified that the book will be used at Riverside Community College District the following semester: 50% of the customer’s purchase price (provided the book is a good used copy) until the Bookstore has filled its quota.
- b) In the absence of such notification, or if the book will not be used for the following semester, or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.
- c) Used books in good condition will be sold by Barnes & Noble at 25% less than the new selling price.

#### **15. Refunds and Exchanges:**

Barnes & Noble shall offer refunds and exchanges as follows:

a) Textbooks

The Bookstore will issue refunds in the original form of payment for textbooks purchased at the Bookstore if returned in the original condition, with an original receipt and within the first week of classes. Within 30 days of the first day of classes, textbooks will be refunded with an original receipt and with a valid proof of add/drop.

b) General Reading Books, Medical and Specialty Reference Books, Software, Audio, Video, & Small Electronics

The Bookstore will issue refunds in the original form of payment if returned in the original condition, with an original receipt and within fourteen (14) days of purchase. Opened software, audio books, DVDs, CDs, music and small electronics may not be returned for a refund but can be exchanged for the same item if defective.

c) All Other Merchandise

The Bookstore will issue refunds in the original form of payment any time during the semester for other merchandise purchased at the Bookstore if returned in the original condition and with the original receipt. If without a receipt, a store credit will be issued at the current selling price.

Refunds or Exchanges will not be issued for the following items: food and beverages, unwrapped loose leaf books, activated eBooks, custom course materials, outlines, study guides, school guides, magazines and prepaid cards.

#### **16. Policy Posting:**

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Barnes & Noble shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, and exchanges.

**17. Repurchase of Inventory (On hand):**

Riverside Community College District shall repurchase, or require a successor contractor to purchase, Barnes & Noble's inventory at cost in the event of cancellation of this Agreement, in the same manner as purchased by Barnes & Noble.

Should school change logo or contracted athletic apparel provider/licensee, school will either give Barnes & Noble six months written notice or will allow Barnes & Noble to automatically deduct from commissions due the cost of unsold emblematic merchandise.

**18. Repurchase of Inventory (Outstanding rentals):**

In the event of cancellation of this Agreement, Riverside Community College District shall purchase, or require a successor contractor to purchase, Barnes & Noble's rental inventory outstanding at the time of the transition, at the buyback value (50% of the retail price).

**19. Sales Markup Basis:**

Barnes & Noble represents that the sale markup basis at the Bookstore will be as follows:

- a) New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25 % gross margin on net priced books, inclusive of restocking fees, return penalties and freight surcharges. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%.
- b) Used textbooks will be sold at 25% less than the new selling price.
- c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies will be priced at up to a 25% gross margin.
- d) Barnes & Noble will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
- e) School supplies will be priced at or below manufacturers' suggested retail prices.
- f) eTextbooks are priced up to 60% off the new print book selling price.

Barnes & Noble shall, upon request, provide proof of conformity to pricing policies as specified herein.

**20. Guaranteed Payment / Percentage of Sales:**

On an annualized basis, Barnes & Noble will pay Riverside Community College District the following guaranteed payment or the applicable percentage of gross sales at the Bookstore, whichever is greater.

<b>Contract Year</b>	<b>Guaranteed Amount</b>
<b>Year 1</b>	<b>\$875,000</b>

Barnes & Noble will provide a guaranteed amount in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on gross sales of the immediately preceding year.

Or:

**13.5% of all gross sales up to \$6,000,000**  
**14.5% of all gross sales over \$6,000,000**

In any contract period that is less than a complete year; the payments shall be based on the percentage of gross sales at the Bookstore.

(Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware, discounted faculty/staff sales, pass-through income, and other merchandise mutually designated as non-commissionable, etc. When Barnes & Noble sells digital content as an agent, Barnes & Noble's agency fee shall be the applicable gross sales for such digital content, and such agency fee shall be included as part of gross sales.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e., decrease 5% or more), public legislation, other conflicting campus agreements, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Barnes & Noble, Riverside Community College District agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above.

During any period of major construction when the Bookstore is meaningfully disrupted by construction, Barnes & Noble will pay the school according to the percentage formula only.

**21. Payment Schedule:**

Applicable guaranteed payments as set forth above hereof shall be made monthly by Barnes & Noble to Riverside Community College District and shall be paid within thirty (30) days after the close of the month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth above.

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Each payment shall be accompanied by a detailed statement of its computation and Barnes & Noble shall furnish supporting documentation to Riverside Community College District upon request.

**22. Unrestricted \$3,000 Annual Donation:**

Barnes & Noble will provide a \$1,000 unrestricted annual donation to each campus Riverside City College, Norco College and Moreno Valley College to be used at their discretion.

**23. Library Book Donation**

Barnes & Noble will provide to each college library 1 textbook of the top 25 most used textbooks for the fall and spring semester.

**24. Scholarships**

To demonstrate our deep commitment to Riverside Community College District, Barnes & Noble will offer \$18,000 for annual textbook scholarships to be awarded at the discretion of Riverside Community College District.

**25. Unrestricted district Foundation Donation:**

Annually we will make a \$5,000 donation to the District Foundation to show support for their district events.

**26. One time Signing Bonus:**

Barnes & Noble will provide a \$600,000 one-time signing bonus to be used at the discretion of Riverside Community College District. Barnes & Noble will amortize this investment on a straight-line basis over the 5 year period of this agreement. Should Riverside Community College District cancel or fail to renew this agreement before the end of that period, then Riverside Community College District shall reimburse Barnes & Noble for any amount of the investment not yet amortized.

**27. Renovations:**

Barnes & Noble will spend up to **\$50,000** to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will amortize this investment on a straight-line basis over the 5 year period of this agreement. Should Riverside Community College District cancel or fail to renew this agreement before the end of that period, then Riverside Community College District shall reimburse Barnes & Noble for any amount of the investment not yet amortized.

g) No modifications, renovations or improvements shall be made to the existing bookstores facilities, nor shall additional partitions or fixtures be installed in said facilities, without the prior written consent of the District. Any modification, renovation or improvement made pursuant to or during the term of this Agreement shall become the property of the District upon termination or expiration of the Agreement, and Barnes & Noble shall not be entitled to any reimbursement or compensation of any kind for the cost or expense thereof. If possible, all modifications, renovations or improvements made during the term of this Agreement, shall be made at a time during the school year that is mutually convenient to both parties.

**28. Final Approval of Renovations:**

In order to provide the best possible service for Riverside Community College District's students, faculty and other customers, final approval and necessary alterations of any bookstore plans will be granted to Barnes & Noble to ensure they meet with Barnes & Noble's minimum operational and retailing standards.

**29. Force Majeure:**

Barnes & Noble and Riverside Community College District shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, reasonably unforeseeable weather conditions, war, invasions, military or usurped power, sabotage, governmental regulations or controls (including bona fide delays in obtaining building and similar permits and approvals), fires or other casualty, or acts of God.

**30. Access to Point of Sale (POS) Financial and Accounting Information:**

Riverside Community College District shall be provided access, with sufficient notice, to the Bookstore accounting records. This may include sales information captured by our POS system. This will be done in compliance with PCI guidelines that protect card holder information. Store POS reports are available by register. All POS activity is verified daily by the Home Office Sales Audit system. In addition, all registers have:

- a) Transaction number controls with further security level restrictions by cashier type.
- b) Electronic Journal, receipt and detail tape provisions, with required PCI protection.
- c) Display window for customer viewing.

**31. Benefit and Binding Effect:**

This agreement shall be binding upon and shall inure to the benefit of Riverside Community College District and Barnes & Noble and their successors and assigns.

**32. Headings; Interpretation:**

The headings used in this agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this agreement of the terms "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation".

When used in this agreement Riverside Community College District includes all segments of the institution including all alumni, athletic and academic departments.

**33. Severability:**

The presence in the text of this agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this agreement. The effect of any such holding shall be confined to the portion so held invalid.

**34. Confidentiality:**

Each party agrees that the financial and other terms of this agreement shall be kept confidential and such terms may be disclosed to a third party only as required by law, including any public record disclosure law (but only after giving effect to all applicable exemptions), or as necessary to perform the terms of this agreement.

**35. Records**

a) **Auditable Records.** Barnes & Noble shall maintain complete and accurate account books and records in connection with its performance of the Agreement as may be reasonably required by the District, including adequate cash register detail to support reports of gross sales and those related to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Such books and records shall be available locally or be made readily accessible with reasonable notice. Barnes & Noble shall provide the District with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. Barnes & Noble shall, at any reasonable time during the term of this Agreement, and for two (2) years following the termination or expiration and access for this examination and audit of its records pertaining to the performance of the Agreement, and shall, upon request by the District, produce and exhibit all such records.

b) **Purchasing Records.** The District shall have complete access to the purchasing records of Barnes & Noble in order to evaluate the quality and quantity of the merchandise supplied.

c) **Separate Records.** Barnes & Noble shall maintain separate bookkeeping records for its operations on each campus.

d) **Monthly Financials.** Barnes & Noble shall prepare and maintain a monthly financial report of operations in a form acceptable to the District, and shall provide such report to the District within thirty (30) days after the end of that month. The monthly report should be sufficient detail as to show: College location; gross sales for the reported month and year-to-date category; exclusions from gross sales for the reported month and year-to-date category; net sales for the reported month and year-to-date by category; totals for the primary location for the reported month and year-to-date; totals for all locations for the reported month and year-to-date; and cumulative agreement year-to-date information. Two (2) copies of the monthly report shall be submitted – one to the Vice Chancellor of Administration and Finance and one to the District's representative.

e) **Daily Records.** The District shall have access to daily sales and deposit records upon request.

f) **Audited Statements.** Barnes & Noble shall provide audited annual operating statements prepared by an independent certified public accountant, showing the amount of the annual gross sales, as herein defined, together with credit and allowance accounts for the preceding fiscal year. Barnes & Noble shall provide the audited statements to the District within ninety (90) days after the end of its fiscal year.



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g) Book Sales. Barnes & Noble shall maintain statistics on used book sales. Upon request, Barnes & Noble shall submit to the District a report showing the percentage breakdown by campus of new book sales and used book sales for the preceding semester, as well as a comparison of these results with the two (2) preceding academic years. While the District may make its request at any time, either before or after the end of any semester, Barnes & Noble shall have a reasonable time following the end of the reported semester to prepare the report; provided, however, this time shall in no event be longer than forty-five (45) days following completion of the reported semester.

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

**Riverside Community College District**

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

Name: James L. Buysse

Title: Vice Chancellor, Administration and Finance

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

**Barnes & Noble College Booksellers, LLC**

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

Name: Kimberly Otte

Title: Vice President, Stores

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

### Bookstore Proposal Comparison

	<u>Barnes &amp; Noble</u>	<u>Follett</u>
One-Time Signing Bonus	\$ 600,000.00	\$ 400,000.00
Annual Commissions*	Year 1 \$ 875,000.00	\$ 770,000.00
	Year 2 \$ 742,500.00	\$ 770,000.00
	Year 3 \$ 742,500.00	\$ 770,000.00
	Year 4 \$ 742,500.00	\$ 770,000.00
	Year 5 \$ 742,500.00	\$ 770,000.00
Textbook Scholarships over 5 years**	\$ 90,000.00	\$10,000
District Foundation Donations over 5 years**	\$ 25,000.00	\$ -
Associated Students Donation over 5 years**	\$ 15,000.00	\$ -
<b>Grand Total over 5 years</b>	<b>\$ 4,575,000.00</b>	<b>\$ 4,260,000.00</b>

\*Annual Commissions calculated based on \$5.5M annual sales average for RCCD.

Barnes & Noble Annual Commissions % proposed at 13.5% up to \$6M in sales and 14.5% for any amount over \$6M

Follett Annual Commissions % proposed at 14% up to \$8M in sales and 14.5% for any amount over \$8M

#### \*\*Scholarships and Donations Breakdown

Barnes & Noble

\$18,000 annual textbook scholarship

\$5,000 annual District Foundation donation

\$1,000 annual Associated Students donation for each college

Follett

\$2,000 annual textbook scholarship



## Agenda Item (VIII-E-1)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-1)
Subject	Amendment 6 for Norco Secondary Effects with Hill Partnership, Inc.
College/District	Norco
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Amendment 6 with Hill Partnership, Inc., in the amount of \$6,500, for additional architectural and engineering services.

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### Background Narrative:

Staff requests approval of Amendment 6 with Hill Partnership, Inc. (HPI) in an amount not to exceed \$6,500 for additional architectural and structural engineering services for redesign of canopy connection to the concrete support structure for Building A and verify non-structural slab-on-grade for Building G.

Upon discussion at the Board Committee meeting it was determined not acceptable to approve future amendments without Board approval. The pre-approval reference has been removed from this report.

Amendment 6 is attached for the Board's review and consideration. The HPI agreement, including the amendments and reimbursable expenses, totals \$982,192.60.

Requested amendment is within the original project budget approved by the Board of Trustees, and will be paid from project contingency.

Prepared By: Paul Parnell, President, Norco College

David Bobbitt, Interim Vice President, Business Services (MVC/NC)

Laurens Thurman, District Consultant

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:

[20121120\\_Amendment 6\\_HPI](#)

SIXTH (6) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HILL PARTNERSHIP, INC.  
*(Secondary Effects Project – Norco College)*

This document amends the original agreement and amendments between the Riverside Community College District and Hill Partnership, Inc., which was originally approved by the Board of Trustees on May 19, 2009.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$6,500.00 including reimbursable expenses, totaling agreement to \$982,192.60. The term of this agreement shall be from the original agreement date of May 20, 2009, to the extended estimated completion date of May 31, 2013. Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, Attached.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 as of the date written below.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Lawrence A. Frapwell  
President  
115 Twenty-Second Street  
Newport Beach, CA 92663

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Secondary Effects at Norco College

### *SCOPE REVISIONS*

Provide architectural and structural engineering design services for the following:

1. Prepare structural calculations and/or detailing as required for the redesign of the steel canopy connection in Bldg. A to the concrete support structure as proposed by contractor. (Per Myers Houghton Partners' proposal dated 3/19/12)
2. Process Field Change Directive to Division of the State Architect.
3. Prepare structural calculations to verify that the existing steel moment frames in Bldg. G does not rely on the slab for resistance to sliding. (Per Myers Houghton Partner's proposal dated 5/12/2011)
4. Process Field Change Directive to Division of the State Architect
5. Coordination of engineering disciplines.

### *COMPENSATION*

Services outlined above are on a fixed fee basis of \$6,500.00 as outlined below:

Structural Engineering (MHP)

Fixed Fee of \$5,000.00 x 1.1 = \$5,500.00

Architectural Services (HPI)

Project Architect (PA) 8 hrs. x \$125.00 = \$1,000.00

Total Additional Services for Amendment 6: \$6,500.00



## Agenda Item (VIII-E-2)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-2)
Subject	Architectural Services Agreement for Student Services Building with HMC
College/District	Riverside
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve the architectural services agreement with HMC Architects in an amount not to exceed \$1,715,680.

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### Background Narrative:

The College Revised Facility Master Plan was presented to the Board of Trustees, including an establishment of a project budget for the Student Services Building (SSB), on April 17, 2012.

Staff now recommends approval of an architectural services agreement with HMC Architects at a fixed fee amount of \$1,715,680 for the SSB project at Riverside City College

Upon discussion at the Board Committee meeting it was determined not acceptable to approve future amendments without Board approval. The pre-approval reference has been removed from this report.

Said agreement includes services pertaining to programming and site selection, schematic design, design development, construction documents, Leadership in Energy and Environmental Design (LEED) certification, Division of the State Architect (DSA) approval, construction administration, Division of the State Architect certification of the project, and additional enhanced services. The entire agreement is attached for the Board's review and consideration.

Prepared By: Cynthia Azari, President, Riverside City College  
Charlie Wyckoff, Acting Vice President, Business Services, RCC  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
John Baker, Interim-Director of Construction

### Attachments:

[20121120\\_Agreement\\_HMC](#)

**ARCHITECTURAL SERVICES AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HMC ARCHITECTS**

This AGREEMENT is made and entered into on October 17, 2012, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and HMC ARCHITECTS, hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for Student Services Building project, hereinafter referred to as "PROJECT", located at Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that \$27,730,875 funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this agreement shall be completed and submitted to the Division of the State ARCHITECT for review and approval as directed by the DISTRICT.

## **ARTICLE II – SCOPE OF ARCHITECT’S SERVICES**

1. The ARCHITECT’s services include those described in this Article, Attachment “A”, and include structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.



10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.
13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
15. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.
17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.
18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. **Schematic Design Phase**

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the Division of State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost to reflect actual plan scope at the conclusion of each development phase, in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

**24. Design Development Phase (Preliminary Plans)**

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

**25. Construction Document Phase (Final Plans)**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in an AutoCAD and PDF format acceptable to the District and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the DSA and local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the DSA, local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental

agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## 26. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. IN addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## 27. **Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT shall reproduce fifteen (15) full size sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's and review submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall not be compensated any fee for work required as a result of any error or omission. Errors shall be charged to the ARCHITECT at 100% of corrective cost, while omissions shall be charged at a rate of 20% of the corrective cost.

f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings, as well as AutoCAD and PDF versions, acceptable to the District, showing significant change in the work made during construction based on marked-up prints, drawings, addenda, change orders, RFI responses, show drawings, and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Construction Manager or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare, in versions acceptable to the District, AutoCAD and PDF files of all as-built conditions in concert with item "o." above, at no additional cost.

v. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## 28. **PROJECT Close-Out**

a. The ARCHITECT shall assure delivery of the following documents described below to the DSA for review prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record's semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
- (iii) Final Verified Report Form DSA-6 certifying all work is 100% Complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- (iv) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (v) Weighmaster's Certificate (if required by approved drawings And specifications).
- (vi) Copies of the signature page of all Addenda as approved by DSA.
- (vii) Copies of the signature pages of all Deferred Approvals as Approved by DSA.
- (viii) Copies of the signature page of all Change Orders as Approved by DSA.
- (ix) Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

### **ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES**

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation



for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
- c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
- e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.
- f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.
- g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV – DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

#### **ARTICLE V – COST OF CONSTRUCTION**

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:
- a. The DISTRICT may give written approval of an increase of such fixed limit;
  - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.
  - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
  - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or
  - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

#### **ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to

come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

#### **ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

#### **ARTICLE VIII – TERMINATION**

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without

cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### **ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT**

Architect shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Architect disagree with any audit conducted by District, Architect shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Architect shall not be reimbursed by District for such an audit.

In the event Architect does not make available its books and financial records at the location where they are normally maintained, Architect agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

**ARTICLE X – COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT at a fixed fee in the amount of One Million, Five Hundred Forty Thousand, Six Hundred Eighty Dollars (\$1,540,680) and shall be compensated as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design:	10% of estimated Architect Fee;
Design Development:	15% of estimated Architect Fee;
Construction Documents:	40% of estimated Architect Fee, to be paid monthly Based on actual level of completion;
D.S. A. Approval:	5% of estimated Architect fee;
Bidding Phase:	3% of estimated Architect fee;
Construction Admin:	25%, of estimated Architect fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA Closure with Certification:	2% of estimated Architect fee;

TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION      100% of actual Architect Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

### **ARTICLE XI – REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be One Hundred Seventy-Five Thousand Dollars (\$175,000), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

### **ARTICLE XII – EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architect, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall

create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

### **ARTICLE XIII – MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or



theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. In the event that this project includes the repair or replacement of more than 25% of a roof, then, in accordance with Public Contracts Code, §3006, ARCHITECT will complete the CERTIFICATION OF FINANCIAL RELATIONSHIP DISCLOSURE, which is attached hereto as Attachment B, and return it with the signed copy of this Agreement.

6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

7. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

8. This AGREEMENT shall be governed by the laws of the State of California.

9. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

10. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

HMC ARCHITECTS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## ATTACHMENT "A"

### SCOPE OF WORK:

1. Basic Services: The following Basic Services are provided at a fixed fee of \$1,416,680, and include Civil, Landscape, Architectural, Structural, MEP and Interior Design (Group I).  
  
HMC Architects (HMC) will provide Architectural/Engineering (A/E) services related and incidental to the design and construction for the Student Services Building project. The A/E services provided will be consistent with the District's Project Architect and Engineer Agreement. Services will include, but not necessarily be limited to:
  - a. Schematic Design documents for presentation to and approval of the Board of Trustees
  - b. Develop Design Developments
  - c. Construction and Bidding documents
  - d. LEED Certified design services
  - e. Obtain all agency approvals
  - f. Assist the District and Construction Manager with bidding
  - g. Provide Construction and Contract Administration
  - h. Project Close-Out
2. Enhanced Services: The following Enhanced Services are provided at a fixed fee of \$124,000.
  - a. Design and engineering for a Security/Card Reader system for all exterior doors.
  - b. Storm Water Pollution Prevention Plan (SWPPP), Notice of Intent (NOI) and the Water Quality Management Plan (WQMP).
  - c. Design and engineering for a fully Automatic Fire Sprinkler System (AFSS) as required by the Division of the State Architect (DSA) Policy 10-01.
  - d. LEED Certification processing through the USGBC.
3. Reimbursable Expenses: In addition to the fees for Basic and Enhanced Services, the District will reimburse for certain project related expenses such as milestone deliverables, agency printing, bid printing and construction administration related printing as identified in ARTICLE XI. The reimbursable amount is established at a fixed amount of \$175,000.

### ASSUMPTIONS AND EXCLUSIONS:

1. It is assumed that the building design and construction will be completed in one phase and will not require separate phasing.
2. LEED Commissioning Agent (CxA) will be provided by the District or CM, as a third party provider.
3. GBCI LEED project registration fee (approx. cost USGBC members \$900/non-members \$1,200).

**ATTACHMENT “A” (Continued)**

4. GBCI LEED CIR (Credit Interpretation Ruling), if any (CIR Fee \$220/credit).
5. GBCI LEED Appeal Fee, if necessary (\$500/credit).
6. GBCI LEED design and construction points review fee (design fee: \$2,000; construction review fee: \$500).
7. LEED energy and water usage data submittal to GBCI as required for a minimum of 5 consecutive years following project completion.
8. LEED plaque and certification fees (varies from \$55 for a translucent sticker to \$1,200 for a brushed aluminum plaque plus the cost of installation).
9. Any subsequent measurement and verification surveys required by specific LEED point credits after project completion.
10. Separate bid package preparation will not be required.
11. Basic services do not include specific design, selection, purchasing and installation of the Group II FF&E. This is identified as an optional service in the RFP. Basic Services includes Group II FF&E test and fit only.
12. Optional Phase II, Administration Building demolition and parking expansion is excluded in the Basic Services scope. This is identified as an optional service in the RFP.
13. The District will prepare or cause to be prepared all hazardous material reports, including design and construction documents related to hazardous materials abatement if required.
14. The District will prepare or cause to be prepared all Seismic and Geotechnical Reports.
15. Specialty consultants for an acoustic study, Audio/Visual (AV) system design and engineering, and the Data/Telecom (IT) systems design and engineering are not included in Basic Services. These services will be re-visited after selection of the Construction Manager.
16. Detailed quantity survey of existing Student Services and Administration spaces is excluded. It is assumed that, if needed, the District will provide the necessary plans of the existing buildings where Student Services and Administration spaces are currently housed.
17. It is assumed that the landscape design will be within the site boundary including the adjacent parking area. Enhanced landscape design to comply with the Master Plan and connect the site to the main campus core is excluded.
18. Preparation of alternate designs for comparative bidding purposes is excluded.



## Agenda Item (VIII-E-3)

Meeting	11/20/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-3)
Subject	Amendment 1 for Norco Facilities Master Plan Update with HMC Architects and Project Budget Augmentation in the amount of \$48,300
College/District	Norco
Funding	District Wide Measure C Funds
Recommended Action	It is recommended that the Board of Trustees: 1) approve Amendment 1 with HMC Architects in the amount of \$48,300, for additional landscape planning design; 2) approve an increase to the budget in the amount of \$48,300.

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### Background Narrative:

Staff requests approval of Amendment 1 with HMC Architects in an amount not to exceed \$48,300 for additional services to include landscape planning design within the Norco Facilities Master Plan Update contract. With the amendment, the project will include preparation of site master plan recommendations for the exterior spaces on campus including sport facilities, parking facilities, gardens, courtyards, outdoor classrooms and the perimeter areas. The HMC agreement, including the amendment and reimbursable expenses, will then total \$178,300.

Upon discussion at the Board Committee meeting it was determined not acceptable to approve future amendments without Board approval. The pre-approval reference has been removed from this report.

The Capital Program Executive Summary (CPES) identified \$927,000 in District-wide Measure C funds for Master Plan Updates for all three colleges. The project budget and amendment are funded under these district wide Measure C funds.

Prepared By: Paul Parnell, President, Norco College  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Laurens Thurman, District Consultant  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:

[20121120\\_Amendment 1\\_HMC](#)

FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HMC ARCHITECTS  
*(Facilities Master Plan Update – Norco College)*

This document amends the original agreement between the Riverside Community College District and HMC Architects, which was originally approved by the Board of Trustees on May 15, 2012.

The agreement is hereby amended as follows:

Additional compensation of this agreement shall not exceed \$48,300 including reimbursable expenses, totaling agreement to \$178,300. The term of this agreement shall be from the original agreement date of May 16, 2012, to the extended estimated completion date of May 31, 2013.

Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, Attached.

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

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

CONSULTANT NAME

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

Chris R. Taylor, AIA  
Executive Vice President  
3546 Concours Street  
Ontario, CA 91764

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Facilities Master Plan Update at Norco College

### *SUMMARY*

The project will add to the current Norco College Facilities Master Plan Update contract to include landscape planning design. The project will include preparation of site master plan recommendations for the exterior spaces on campus including sport facilities, parking facilities, gardens, courtyards, outdoor classrooms and the perimeter areas. The landscape plan will support the ideas set forth by the facilities master plan, and include schematic level design sketches, descriptive project narratives, and the submittal of inspirational precedent imagery.

### *SCOPE REVISIONS*

Expanded services to provide Landscape Planning Design for the following:

#### **1. Phase 1.0: Pre-Design**

The purpose of this phase is to establish the design process, schedule, general budget, program requirements, and site constraints.

- Prepare basic assessment of exterior spaces on campus including landscape typology, atmosphere qualities, microclimate and usability, and identify the site main opportunities and constraints for the exterior spaces.
- Prepare site analysis diagrams and outline design issues.

#### **2. Phase 2.0: Landscape Programming and Master Plan Development**

This phase will be an interactive design process that includes meetings, design pin-ups, conceptual design discussions, and further definition of Norco College's needs.

- Develop landscape master plan options that focus on programming and spatial character of the outdoor environments. Specific areas of focus include:
  - Courtyards and seating areas
  - Amphitheater
  - Parking lots, plaza and arrival zones
  - Walkways and Site Entries
  - Sports Facilities
  - Perimeter landscape areas

The schematic concepts will be illustrated with sections, elevations, and image board(s) to describe the design intent.

- Develop preferred landscape master plan alternative with enlarged design studies of special features and key programming areas.
- Prepare design diagrams, narratives, and sketches of final landscape master plan.



### **3. Phase 3.0: Drainage and Stormwater Infrastructure Planning**

The purpose of this phase is to assist in the planning of drainage and stormwater infrastructure to comply with the Federal Clean Water Act and current and future National Pollutant Discharge Elimination System (NPDES) Permit requirements.

- Review the existing conditions and as-built drawings.
- Provide a Technical Memorandum highlighting existing conditions, applicable requirements, and alternatives for the capture, reuse, infiltration, and treatment of stormwater runoff.

#### *SCHEDULE*

*The schedule for the development of the landscape planning design will follow the project timeline established to date.*

#### *COMPENSATION*

*Services outlined above are on a fixed fee basis of \$48,300.*



## Agenda Item (IX-A-1)

Meeting	11/20/2012 - Regular
Agenda Item	Administrative Reports (IX-A-1)
Subject	Annual Clery Report on Security Policies and Crime Statistics - Riverside Community College District
College/District	District

Information Only

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### Background Narrative:

Every October, as mandated under federal law, the Clery Act or Campus Crime Statistics Act requires colleges and universities across the United States to disclose information about crime on and around their campuses. The act requires that colleges publish an annual report disclosing campus security policies and three years of selected crime statistics.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Jim Miyashiro, Chief of Police

### Attachments:

[collegepoliceclery.pptx\[Repaired\].pdf](#)

# RCCD

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

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## POLICE DEPARTMENT

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MORENO VALLEY COLLEGE | NORCO COLLEGE | RIVERSIDE CITY COLLEGE

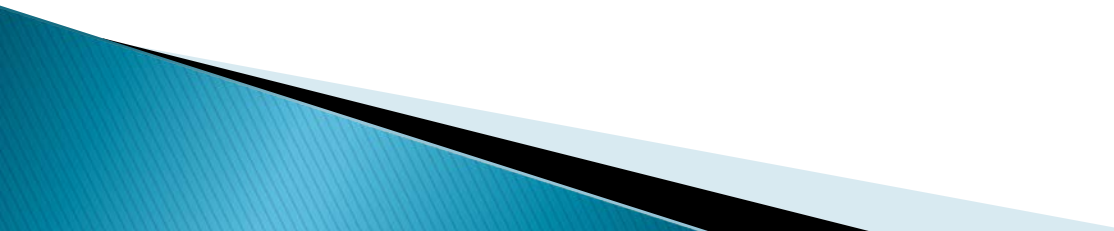
# Annual Clery Report Campus Crime Statistics Act



# Clery Report

- ▶ Federal Regulation:
- ▶ Requiring Colleges and Universities in the United States to disclose information about crime on and around their campuses

# Clery Report

- ▶ RCCD Reporting Area:
  - ▶ **Riverside City College**, Rubidoux Annex, District Office Spruce, Culinary Academy, RCCDSO, Distance Education, University/Market Street Property
  - ▶ **Moreno Valley College**, March Education Center, March Dental Center, Ben Clark Training Center
  - ▶ **Norco College**, Stokoe Learning Center, JFK Middle College HS, Economic Development Center (Corona)
- 

# 2011 Clery Report

Campus/Location	Homicide, Negligent			Homicide, Non Negligent			Sex Offense, Forcible			Sex Offense, Non Forcible					
	Public Prop			On Campus			Public Prop			On Campus					
	Year	09	10	11	09	10	11	09	10	11	09	10	11		
Riverside	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rubidoux Annex	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
District Office Space (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calvary Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BCCDSO (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Distance Education (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
University/Market Prop (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marion Valley	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
March Education Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March Dental Education Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ben Clark Training Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Neosho	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Institutional Learning Center Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
JFK Middle College HS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Economic Development Center (NC)	na	0	0	na	0	0	na	0	0	na	0	0	na	0	0

Campus/Location	Robbery, Armed			Robbery, Strong-Arm			Aggravated Assault								
	Public Prop			On Campus			Public Prop			On Campus					
	Year	09	10	11	09	10	11	09	10	11	09	10	11		
Riverside	0	0	0	0	0	0	1	0	2	1	2	1	0	0	0
Rubidoux Annex	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0
District Office Space (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calvary Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BCCDSO (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Distance Education (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
University/Market Prop (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marion Valley	0	0	0	0	0	0	0	0	2	0	0	0	0	2	0
March Education Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March Dental Education Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ben Clark Training Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Neosho	0	0	0	0	0	0	0	0	0	2	0	0	0	0	1
Institutional Learning Center Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
JFK Middle College HS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Economic Development Center (NC)	na	0	0	na	0	0	na	0	0	na	0	0	na	0	0

Campus/Location	Hate Crime			Motor Vehicle Theft			Arson			Burglary					
	Public Prop			On Campus			Public Prop			On Campus					
	Year	09	10	11	09	10	11	09	10	11	09	10	11		
Riverside	0	0	0	3	0	1	0	0	1	11	1	0	0	0	
Rubidoux Annex	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
District Office Space (NC)	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Calvary Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BCCDSO (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Distance Education (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
University/Market Prop (NC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marion Valley	0	0	0	0	0	5	0	5	4	0	0	0	0	1	
March Education Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March Dental Education Center	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
Ben Clark Training Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Neosho	0	0	0	0	0	0	0	0	0	0	0	0	1	0	3
Institutional Learning Center Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
JFK Middle College HS	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Economic Development Center (NC)	na	0	0	na	0	0	na	0	0	na	0	0	na	0	0


Campus/Location	Liquor Law Violations			Drug Law Violations			Illegal Weapons Possession					
	Public Prop			On Campus			Public Prop			On Campus		
	Year	09	10	11	09	10	11	09	10	11	09	10
Riverside	0	0	0	2	0	0	8	0	2	10	1	5
Rubidoux Annex	0	0	0	0	0	0	16	0	4	8	0	3
District Office Space (NC)	0	0	0	0	0	0	0	0	0	0	0	0
Calvary Academy	0	0	0	0	0	0	0	0	0	0	0	0
BCCDSO (NC)	0	0	0	0	0	0	0	0	0	2	2	0
Distance Education (NC)	0	0	0	0	0	0	0	0	0	0	0	0
University/Market Prop (NC)	0	0	0	0	0	0	0	0	0	0	0	0
Marion Valley	0	0	0	1	0	0	4	0	3	0	1	0
March Education Center	0	0	0	0	0	0	0	0	0	0	0	0
March Dental Education Center	0	0	0	0	0	0	0	0	0	0	0	0
Ben Clark Training Center	0	0	0	0	0	0	0	1	0	0	0	0
Neosho	0	0	0	0	0	1	0	0	4	1	1	0
Institutional Learning Center Station	0	0	0	0	0	0	0	0	0	0	0	0
JFK Middle College HS	0	0	0	0	0	0	0	1	0	1	0	0
Economic Development Center (NC)	na	0	0	na	0	0	na	0	0	na	0	0

**NOTE:**  
 1. NC denotes a District property not used for the purposes of instruction.

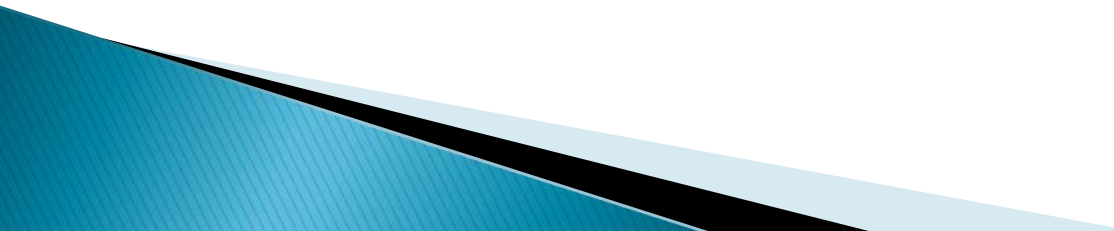
The tables distinguish crimes committed on campus from those on public property. Public property is defined as the reasonably contiguous geographical area around the College/center or around a building the District controls and uses for educational purposes (e.g., thoroughfares, streets, parks, restaurants and public parking facilities).



# College Safety and Police Crime Prevention and Community Service

- ▶ Objective 1 – Maintain Visibility through the use of vehicle, bicycle, Segway and foot patrols for Police and Community Service Officers.
  - ▶ Results – There were 1,145 foot patrols, 152 bike patrols and 3,060 area checks conducted by Police Officers and CSO's. Police Officers responded to 9,533 calls for service and initiated 3,062 incidents.
  
  - ▶ Objective 2 – Provide crime prevention training for students, faculty and staff to decrease crime at each campus.
  - ▶ Results – Students, faculty and staff received information regarding tips on safety, and how to reduce the possibilities of victimization for various crimes. Police personnel participated in 36 presentations where information about our organization was provided to the college community. Police sent out 7 alert bulletin's District wide regarding safety concerns around the colleges.
  
  - ▶ Objective 3 – Attend orientation programs and participate in special event coordination at all colleges.
  - ▶ Results – During the reporting period College Police attended 16 student events and set up information booths out side the registration office to provide information about Police services.
- 

# College Safety and Police Patrol Operations

- ▶ Objective 1 – Continue to deploy personnel in relation to recognized traffic concerns, with a focus on pedestrian safety on and around our campuses.
  - ▶ Results – During this reporting period, there was one pedestrian traffic accident reported District wide. Police Officers did 963 traffic stops (issued 201 citations) and 223 pedestrian checks. There were 43 traffic accidents reported district wide.
  
  - ▶ Objective 2 – Continue enforcement efforts as well as education of students and visitors to the campuses regarding regulations prohibiting smoking, alcohol and drug policies.
  - ▶ Results – A total of 152 contacts were made of individuals violating district regulations/State laws.
- 



# College Safety and Police Emergency Operations / Preparedness

- ▶ Objective 1 – Conduct or provide training and exercise opportunities at each college for compliance with SEMS/NIMS and ICS.
- ▶ Results – Over 20 classes were provide for both first responders and students regarding emergency preparedness and emergency response.
  
- ▶ Objective 2 – Conduct at least two drills during the reporting period. One drill will be an active shooter/shelter in place drill and the other will be participation in the state-wide earthquake drill (Drop, Cover and Hold On). Annual test of mass notification system through “AlertU”.
- ▶ Results – An active shooter drill was conducted in conjunction with the Riverside Sheriff’s Department. Faculty, staff and students participated in training regarding safety protocols in the classroom. A test message was sent out to over 1,800 faculty, staff and students participating in our alert program. Each college participated in the annual Great Shake Out Exercise.



## Agenda Item (IX-A-2)

Meeting	11/20/2012 - Regular
Agenda Item	Administrative Reports (IX-A-2)
Subject	Demonstration of New Emergency Call Boxes for Moreno Valley College
College/District	Moreno Valley
Information Only	

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### Background Narrative:

Installation of new call boxes at the Moreno Valley College has been completed. These new call boxes serve as a mass notification system to alert the college community and surrounding areas of incidents and emergency situations as they arise. When activated, the call boxes communicate directly with college police personnel.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Jim Miyashiro, Chief of Police

### Attachments:

[Demonstration of New Emergency Call Boxes MVC Attachment.pdf](#)

**Demonstration of New Emergency Call Boxes at MVC**





## Agenda Item (IX-A-3)

Meeting	11/20/2012 - Regular
Agenda Item	Administrative Reports (IX-A-3)
Subject	Resolution No. 07-12/13 – Resolution Authorizing the Chancellor, or Designee, of the District to Layoff and Reduce Hours of the Classified Service
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees adopt Resolution No. 07-12/13, authorizing the Chancellor, or designee, of the District to layoff and reduce hours of the classified service.

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### Background Narrative:

The contract with Riverside County to provide emancipation services to foster-care youth and facilitate independent living programs for these youth has not been extended. The current contract will expire December 31, 2012. The county has granted a one month extension of the current Independent Living Program (ILP) contract which is now scheduled to end on January 31, 2013. The non-renewal of funding for this project will cause the elimination and reduction of the specific positions listed in the Board resolution.

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

### Attachments:

[20121120\\_Res No 07 12-13\\_Layoff and Reduce Hours\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 07-12/13

Resolution of the Board of Trustees of Riverside Community College District Authorizing the Chancellor, or Designee, of the District to Layoff and Reduce Hours of the Classified Service

WHEREAS, funds and/or work load have been eliminated/reduced; and

WHEREAS, projected funding levels for categorically/grant funded positions and/or work load have been eliminated or reduced, the Governing Board of the Riverside Community College District (“District”) hereby finds it necessary and in the best interests of the District to eliminate and/or reduce the classified services as specified below:

**Eliminations:**

<u>Position Title</u>	<u>Department</u>	<u>FTE</u>	
<b>Riverside City College:</b>			
Emancipation Coach	Workforce & Resource Development	1.0	
Emancipation Coach	Workforce & Resource Development	1.0	
Emancipation Coach	Workforce & Resource Development	1.0	
Emancipation Coach	Workforce & Resource Development	1.0	
Emancipation Coach	Workforce & Resource Development	1.0	
<b>Reductions:</b>			
Clerk Typist	Workforce & Resource Development	1.0	to 75%

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that, as of the January 31, 2013 the classified positions specified herein shall be eliminated and reduced to the extent set forth in accordance with California Education Code §88017;

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Board of Trustees, Chancellor, or Designee, of the District is authorized and directed to give notice of layoff to all affected employees and to the appropriate exclusive bargaining representative not later than 60 days prior to the effective date of layoff as set forth above.

ADOPTED this 20th day of November, 2012.

\_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees



## Agenda Item (XII-A)

Meeting	11/20/2012 - Regular
Agenda Item	Business From Board Members (XII-A)
Subject	Reappointment of Citizens' Bond Oversight Committee Members to Second Terms
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the reappointment of Citizens' Bond Oversight Committee members Nicolas Ferguson, Jeff Kraus and Rikki Hix to a second two-year term, beginning February 2013 and ending February 2015.

---

### Background Narrative:

California's Education Code and the bylaws of the Riverside Community College District Citizens' Bond Oversight Committee permit members to serve two consecutive terms. Committee members Nicolas Ferguson (College Support Organization representative), Jeff Kraus (Taxpayer Organization Representative, and Rikki Hix (Student Representative) will complete their first two-year terms of service in February 2013. The individuals have requested reappointment to a second term. At its regular meeting on October 11, 2012, the Citizen's Bond Oversight Committee unanimously endorsed the requests and approved forwarding a recommendation to the RCCD Board of Trustees. Second terms of service for CBOC members Ferguson, Kraus and Hix would run from February 2013 to February 2015.

Prepared By: Jim Parsons, Assoc Vice Chancellor, Strategic Communications & Relations

### Attachments:



## Agenda Item (XII-B)

Meeting	11/20/2012 - Regular
Agenda Item	Business From Board Members (XII-B)
Subject	Resolution Number 8-12/13 Recognizing UC Riverside Chancellor Timothy White
College/District	District
Funding	n/a
Recommended Action	Recommend adopting the resolution recognizing the service of UC Riverside Chancellor Timothy White.

---

### Background Narrative:

Chancellor Timothy White has recently been selected to lead the CSU System as Chancellor. Chancellor White has served the UC Riverside and greater community, including RCCD students during his tenure at UC Riverside. A resolution recognizing Chancellor White for his many contributions to our students, community and district has been prepared for the Board's consideration.

Prepared By: Chris Carlson, Chief of Staff

### Attachments:

[Res 08 12 13](#)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION IN RECOGNITION AND APPRECIATION  
OF UC RIVERSIDE CHANCELLOR TIMOTHY WHITE**

**RESOLUTION NUMBER 08-12/13**

WHEREAS, Timothy P. White, Ph.D., led the University of California, Riverside during a four-year period of unprecedented campus enrollment growth; and

WHEREAS, Chancellor White was instrumental in bringing to successful conclusion UC Riverside's quest to secure financial support and accreditation for a new School of Medicine; and

WHEREAS, under his leadership, UC Riverside completed plans for a new School of Public Policy and the campus was selected to host the UCPath project, which consolidates basic human resources operations across the UC system; and

WHEREAS, during his tenure, UC Riverside ranked among the top 200 campuses in the world according to Times Higher Education rankings, received several significant philanthropic gifts, and increased its competitiveness in athletics at the Division I level; and

WHEREAS, UC Riverside continues to be a strong partner of Riverside Community College District, and Chancellor White has supported increased partnership opportunities such as the STEM pathway and Building Bridges Across Riverside; and

WHEREAS, UC Riverside's new School of Medicine complements existing RCCD college programs such as nursing, physician assistant, medical assistant, dental hygienist and dental assistant, paramedic/EMT, and other allied health programs; and

WHEREAS, together RCCD allied health programs and UC Riverside's School of Medicine will increase higher education and career entry opportunities for students, as well as health services for our communities; and

WHEREAS, UC Riverside remains a highly desirable transfer option for graduating students from Moreno Valley, Norco and Riverside City colleges; and

WHEREAS, Chancellor White will continue to make a positive impact on California higher education and opportunities for RCCD students in his new leadership position as Chancellor of the California State University system;

NOW, THEREFORE, the Board of Trustees of the Riverside Community College District does hereby resolve to recognize the many contributions of Chancellor Timothy White on behalf of students and the communities of Riverside students and our district.

PASSED AND ADOPTED this 20<sup>th</sup> day of November 2012, at the regular meeting of the Riverside Community College District Board of Trustees.

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President of the Board of Trustees  
Riverside Community College District





## Agenda Item (XII-C)

Meeting	11/20/2012 - Regular
Agenda Item	Business From Board Members (XII-C)
Subject	Resolution Number 9-12/13 Recognizing Trustee Mark Takano
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees adopt Resolution Number 9-12/13 in recognition of the service of Trustee Mark Takano to the District and our students.

---

### Background Narrative:

Trustee Mark Takano has served the greater community and students of RCCD for many years. Through his leadership RCCD has taken on innovated initiatives and been recognized as a progressive leader in the higher education community. A resolution recognizing Trustee Takano for his many contributions to our students, community and district has been prepared for the Board's consideration, as he embarks upon his next venture as Congressman of the 41st Congressional District of California.

Prepared By: Chris Carlson, Chief of Staff

### Attachments:

[Res No 09 12 13](#)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION IN RECOGNITION AND  
APPRECIATION OF TRUSTEE MARK TAKANO**

**RESOLUTION NUMBER 09-12/13**

WHEREAS, Mark Takano was first elected to the Riverside Community College District Board of Trustees in 1990; and

WHEREAS, Trustee Takano has served the District, colleges, students and communities for 22 years as an advocate for community college education; and

WHEREAS, under his leadership as a multi-time president of the Board, he was instrumental in the development of the original concept of a Riverside School for the Arts, and an avid supporter of the Passport to College scholarship program, Weekend College, Early and Middle College High Schools, and the Innovative Learning Center at Stokoe; and

WHEREAS, during his tenure as a trustee, he provided leadership with state and national elected officials, working on behalf of RCCD colleges and the community college system of higher education; and

WHEREAS, his leadership extended to service as vice-chair and chair of the Inland Valley Trustees and CEO Association and two terms of service on the California Community Colleges Board of Directors; and

WHEREAS, his service embodies the spirit of inclusiveness and respect for multi-cultural representation through his tenure as a member of the Asian Pacific Americans in Higher Education, a charter member of the Latino Community College Trustees, and a former chair of the Asian Pacific Islander Caucus of the Democratic Party; and

WHEREAS, his community involvement and service extends to work on the Advisory board of the Children's Spine Foundation, the Mayor's Task Force on Digital Divide, and the Children's Coalition Executive Board; and

WHEREAS, Trustee Takano is a recipient of the Martin Luther King Visionaries award; and

WHEREAS, he has spent more than two decades as a teacher and educator in the K-12 system, preparing our youth for success in higher education and in life;

NOW, THEREFORE, the Board of Trustees of the Riverside Community College District does hereby resolve to recognize and commemorate the many contributions of Trustee Mark Takano on behalf of generations of RCCD Students.

PASSED AND ADOPTED this 20<sup>th</sup> day of November 2012, at the regular meeting of the Riverside Community College District Board of Trustees.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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## Agenda Item (XII-D)

Meeting	11/20/2012 - Regular
Agenda Item	Business From Board Members (XII-D)
Subject	Resolution Number 12-12/13 Recognizing Mayor Ronald O. Loveridge
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees adopt Resolution Number 12-12/13 in recognition of the service of City of Riverside Mayor Ron O. Loveridge to our community.

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### Background Narrative:

City of Riverside Mayor Ronald O. Loveridge has been a leader in the community for many years. Through his leadership, the City of Riverside has been a community partner with Riverside Community College District, and in particular Riverside City College. A resolution recognizing Mayor Loveridge for his many contributions to our students, community and district has been prepared for the Board's consideration.

Prepared By: Chris Carlson, Chief of Staff

### Attachments:

[Resolution Mayor Loveridge](#)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION IN RECOGNITION AND  
APPRECIATION OF MAYOR RONALD O. LOVERIDGE**

**RESOLUTION NUMBER 12-12/13**

WHEREAS, the Honorable Ronald O. Loveridge was first elected as mayor of the City of Riverside in 1994 and previously distinguished himself through service on the City Council from 1979 to 1994; and

WHEREAS, during his tenure as an elected official, he has played a major role in positioning and developing Riverside as a center for arts, science, business and education; and

WHEREAS, through his service in a leadership capacity on such boards as the League of California Cities, the California Air Resources Board, the South Coast Air Quality Management District, California League of Cities, and the National League of Cities, Mayor Loveridge has broadened the influence of Riverside and western Riverside County on a state, national and international level; and

WHEREAS, those efforts resulted in Riverside being named an All-America City in 1998, the Best Connected City in the United States, and the world's Most Intelligent Community in 2012; and

WHEREAS, on a local level he launched the Good Neighborhood Program, advocated for the establishment of the state's only Citrus Park, and was one of the leaders in efforts to restore and reopen the Mission Inn and the Fox Theatre; and

WHEREAS, one of his longstanding initiatives has been to increase the reputation of Riverside as a city of colleges and universities and has successfully developed strong partnerships with Riverside Community College District, UC Riverside, California Baptist University, and La Sierra University; and

WHEREAS, his partnerships with RCCD and Riverside City College have led to innovative education initiatives to increase college-going rates, college completion, and prepare graduates for the workplace; and

WHEREAS, such programs as Passport to College and Completion Counts have brought new opportunities to students and national recognition to RCCD and Riverside City College; and

WHEREAS, the City of Riverside has partnered with the District to develop education/public initiatives such as the successful Riverside Aquatics Complex and the Center for Social Justice & Civil Liberties; and

WHEREAS, Mayor Loveridge has served on many boards, and is the second recipient of the Chancellor's Award on Innovation and continues to work tirelessly on behalf of students and residents of Riverside, and to increase the economic and societal health and vibrancy of western Riverside County;

NOW, THEREFORE, the Board of Trustees of the Riverside Community College District does hereby resolve to recognize the many contributions of Mayor Ronald O. Loveridge.

PASSED AND ADOPTED this 20<sup>th</sup> day of November 2012, at the regular meeting of the Riverside Community College District Board of Trustees.

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President of the Board of Trustees  
Riverside Community College District



## Agenda Item (XII-E)

Meeting	11/20/2012 - Regular
Agenda Item	Business From Board Members (XII-E)
Subject	Update from Members of the Board of Trustees on Business of the Board.
College/District	District
Information Only	

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### Background Narrative:

Members of the Board of Trustees will briefly share information about recent events/conferences they attended since the last meeting

Prepared By: Chris Carlson, Chief of Staff

### Attachments:



## Agenda Item (XIII-A)

Meeting	11/20/2012 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Conference with Legal Counsel – Existing Litigation (CA Gov. Code 54956.9(a) – Corral v. Riverside Community College District
College/District	District
Funding	
Recommended Action	Recommended Action to be Determined

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### Background Narrative:

None

Prepared By: Chris Carlson, Chief of Staff

### Attachments:



## Agenda Item (XIII-B)

Meeting	11/20/2012 - Regular
Agenda Item	Closed Session (XIII-B)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release District
College/District	District
Funding	
Recommended Action	Recommended Action to be Determined

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### Background Narrative:

None

Prepared By: Greg Gray, Chancellor

### Attachments: