



**Board of Trustees - Regular Meeting  
Tuesday, December 11, 2012 6:00 PM  
Center for Student Success, Room 217, Norco  
College, 2001 Third Street, Norco, CA 92860**

**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/Committee Meeting of November 7, 2012](#)

*Recommend approving the November 7, 2012 Board of Trustees Regular/Committee meeting minutes as prepared.*

B. [Minutes of the Board of Trustees Regular Meeting of November 20, 2012](#)

*Recommend approving the November 20, 2012 Board of Trustees Regular meeting minutes as prepared.*

III. PUBLIC HEARING (NONE)

IV. CHANCELLOR'S REPORTS

A. [Chancellor's Communications](#)

*Information Only*

B. [Presentation on Norco College Student Equity Programs](#)

*Information Only*

C. [Five to Thrive Presentation led by Dr. Sharon Crasnow, Professor of Philosophy](#)

*Information Only*

D. [Proposed Naming of the Center for Student Success at Norco College](#)

*Recommend approving the recommendation to name the Center for Student Success at Norco College in honor of Drs. Brenda and William Davis.*

- E. [Named Giving Levels for the Coil School for the Arts, Riverside City College Culinary Arts Academy, and the Norco College Art Gallery](#)  
*Recommend approving the Named Giving Levels for the Henry W. and Alice Edna Coil School for the Arts, the Riverside City College Culinary Arts Academy and the Norco College Art Gallery.*
- F. [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 \$15,985,240 and District Warrant Claims totaling \$3,480,087.*
    - 2. Budget Adjustments
      - a. [Budget Adjustments](#)  
*Recommend approving the budget transfers as presented*
    - 3. Resolution(s) to Amend Budget (None)
    - 4. Contingency Budget Adjustments (None)
    - 5. Bid Awards
      - a. [Bid Awards for the Norco College Infrastructure Project - Central Plant – Trade Categories 3 and 4](#)  
*Recommend awarding the Norco College Infrastructure Project - Central Plant – Trade Categories 3 and 4, for the total bid amount of \$788,113 to the contractors listed.*
      - b. [Bid Award for the Moreno Valley College Central Plant Improvement Project](#)  
*Recommend awarding Bid Number 2012/13-27 - Moreno Valley College Central Plant Improvement Project, in the total amount of \$574,734 to Air-Ex Air Conditioning, Inc.*
    - 6. Grants, Contracts and Agreements
      - a. [Contracts and Agreements Report Less than \\$81,000 – All District Resources](#)  
*Recommend ratifying contracts totaling \$593,188.*
      - b. [Renewal of the Blackboard, Inc., Agreement - Open Campus](#)  
*Recommend approving the renewal agreement with Blackboard, Inc., for the purchase of dedicated five-year hosting, licensing and maintenance for \$837,241.*
    - 7. [Out-of-State Travel](#)  
*Recommend approving the out-of-state travel.*
    - 8. Other Items
      - a. [Signature Authorization](#)  
*Recommend authorizing Board of Trustees members and District administrators to sign District documents as listed.*
      - b. [Destruction of Records](#)  
*Recommend approving the destruction of the records on the attached listing.*

- c. [Surplus Property - Donation](#)  
*Recommend, by unanimous vote, declaring the property on the attached list to be surplus; finding that the property does not exceed the total value of \$5,000; and authorizing the property to be donated to Kaplan College.*
- d. [Surplus Property](#)  
*Recommend, by unanimous vote, declaring the property on the attached list 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.*

VII. CONSENT AGENDA INFORMATION

- A. [Monthly Financial Report](#)  
*Information Only*

VIII. BOARD COMMITTEE REPORTS

- A. Governance
  - 1. [Revised and New Board Policies - Second Reading and Approval](#)  
*Recommend approval of Board Policies 2010 and 3515.*
- B. Teaching and Learning
  - 1. [Proposed Curricular Changes](#)  
*Recommend approval of the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.*
- C. Planning and Operations (None)
- D. Resources
  - 1. [Tentative Project Budget and Borrowing of Measure C for Pathways to Excellence \(Title V\) Engagement Center Renovation Project at Martin Luther King Jr. High - Technology Center](#)  
*Recommend approving the renovation project at Riverside City College, a budget amount of \$365,345, and the borrowing of Measure C funds in the amount of \$227,056.*
  - 2. [2011-2012 Independent Audit Report for the Riverside Community College District](#)  
*Recommend receiving the Riverside Community College District's independent audit reports for filing.*
  - 3. [2011-2012 Independent Audit Report for the Riverside Community College District Foundation](#)  
*Recommend receiving the Riverside Community College District Foundation's independent audit report for filing.*
  - 4. [Agreements for Client Services with Brokerage Concepts, Inc. D/B/A Healthnow Administrative Services, and for Shared Advantage Plus by and between California Physicians' Service D/B/A Blue Shield of California and Riverside Community College District](#)  
*Recommend approving agreements for Client Services with Brokerage Concepts, Inc., DBA Healthnow Administrative Services, and Shared Advantage Plus with California Physicians' Service, DBA Blue Shield of California.*
- E. Facilities
  - 1. [Construction Management Services Agreement for Student Services Building with Bernards Builders Management Services](#)

*Recommend approving using Construction Management Multiple Prime contracting for the project and the construction management services agreement.*

2. [Professional Services Agreement for ADA Transition Plan Implementation \(Phase I\) Project at Riverside City College with Inland Inspections and Consulting](#)  
*Recommend approving the agreement with Inland Inspections and Consulting in the amount of \$129,960.*

IX. ADMINISTRATIVE REPORTS

A. Vice Chancellors

1. [District Academic Calendar 2013-2014](#)  
*Recommend approving the proposed academic calendar for 2013-2014.*

B. Presidents

1. [Update on Accreditation for Riverside City College](#)  
*Information Only*
2. [Update on Accreditation for Norco College](#)  
*Information Only*
3. [Update on Accreditation for Moreno Valley College](#)  
*Information Only*

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. [Update from Members of the Board of Trustees on Business of the Board.](#)  
*Information Only*

XIII. CLOSED SESSION

- A. [Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator, District Representative: Ray Maghroori; Employee Organization: Riverside Community College District Faculty Association CCA/CTA/NEA](#)

*To Be Determined*

- B. [Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator, District Representative: Melissa Kane; Employee Organization: Riverside Community College District Employees Chapter #535 CSEA](#)

*To Be Determined*

- C. [Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release](#)

*To Be Determined*

XIV. ADJOURNMENT





## Agenda Item (II-A)

Meeting	12/11/2012 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of November 7, 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 November 7, 2012 Board of Trustees Regular/Committee meeting minutes as prepared.

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

### Attachments:

[110712\\_MIN](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR  
AND COMMITTEE MEETINGS OF THE GOVERNANCE,  
TEACHING AND LEARNING, PLANNING AND OPERATIONS,  
RESOURCES, AND FACILITIES COMMITTEES  
OF NOVEMBER 7 2012

President Green called the Board of Trustees meeting to order at 6:00 p.m., in Student Services 101, Moreno Valley College, 16130 Lasselle Street, Moreno Valley, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President  
Sam Davis, Secretary  
Mary Figueroa, Board Member  
Janet Green, President  
Mark Takano, Board Member (left at 7:03 p.m.)

Absent

Noemi Jubaer, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance (absent)  
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  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations

Trustee Takano led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board recessed at 6:12 p.m. and reconvened the meeting at 6:17 p.m.

RECESS/RECONVENE

The Governance Committee Chair Janet Green convened the meeting at 6:17 pm. Committee members in attendance: Dr. Gregory Gray, Chancellor, Academic Senate Representatives: Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); CTA Representative: Mr. Fabian Biancardi (MVC); CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Angie Arballo; and Management Representative: Ms. Sherry Stone.

GOVERNANCE

Ms. Adams led the committee review of Board Policies 2010 and 3515 that will be presented for first reading at the November 20 regular Board meeting. Discussion followed.

Revised and New Board Policies –  
First Reading

The committee adjourned the meeting at 6:20 pm.

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 6:21 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services; Academic Senate Representatives: Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Ms. Catherine Russo (MVC); CTA Representative: Ms. Sarah Burnett; CSEA Representative: Mr. Gustavo Segura; and Confidential Representative: Ms. Angie Arballo.

TEACHING AND LEARNING

Dr. Maghroori led the committee review of the progress report on the various stages in the implementation of SB 1456 Student Success Act of 2012. Discussion followed.

Report on Student Success Initiative

The committee adjourned the meeting at 6:33 p.m.

The Resources Committee Chair Mark Takano convened the meeting at 6:34 p.m. Committee members in attendance: Dr. Jim Buysse, Vice Chancellor, Administration and Finance; 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); CTA Representative: Ms. Cynthia Mahon; CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Angie Arballo; and Management Representative: Mr. Julio Cruz.

RESOURCES COMMITTEE

Dr. Buysse and Ms. Reyna Philp, accounting services manager, led the committee review of the contract award for District-wide bookstore services to Barnes and Noble for the period of December 1, 2012 through November 30, 2017 that will be presented to the Board for approval at the November 20 regular meeting. Discussion followed.

Contract Award for District-wide Bookstore Services to Barnes and Noble

Dr. Buysse led the committee review of the contract award for District-wide beverage services to PepsiCo for the period of December 1, 2012 through November 30, 2017 that will be presented to the Board for approval at the November 20 regular meeting. Discussion followed.

Contract Award for District-wide Beverage Services to PepsiCo

Dr. Buysse and Ms. Patricia L. Stover, CPA, manager, Vicenti, Lloyd and Stutzman LLP, led the committee review of the Proposition 39 independent and performance audits of the District's Measure C general obligation bonds for the year ended June 30, 2012 that will be presented to the Board for the permanent file of the District at the November 20

2011-2012 Proposition 39 Financial and Performance Audits

regular meeting. Discussion followed.

Dr. Buysse led the committee review of the list of prequalified furniture, fixtures, and equipment consulting firms: Dovetail Decision Consultants, Inc., HMC Architects, NTD Architecture, and Pal Id Studio, Inc. that will be presented to the Board for approval at the November 20 regular meeting. Discussion followed.

Recommended Firms for Furniture, Fixtures and Equipment (FF&E) Consulting Services

The committee adjourned the meeting at 7:02 p.m.

Adjourned

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 7:03 p.m. Committee members in attendance: Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning and Development, Academic Senate Representatives: Mr. Sal Soto (Moreno Valley College), Dr. Sharon Crasnow (Norco College) and Mr. Steve Brewster (Riverside City College); CTA Representative: Mr. Chris Rocco (Moreno Valley College); CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Angie Arballo 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 \$6,500 for additional architectural and engineering services, and a request for approval of future amendments within the project budget for the Norco Secondary Effects project that will be presented to the Board for approval at the November 20 regular meeting. Discussion followed

Amendment 6 for Norco Secondary Effects with Hill Partnership, Inc.

Mr. Williams led the committee review of an amendment with HMC Architects in the amount of \$48,300 for additional landscape planning design; and a request for approval of future amendments within the project budget; and a budget increase in the amount of \$48,300 for the Norco Facilities Master Plan Update that that will be presented to the Board for approval at the November 20 regular meeting. Discussion followed

Amendment 1 for Norco Facilities Master Plan Update with HMC Architects and Project Budget Augmentation in the amount of \$48,300

Mr. Williams led the committee review of the architectural services agreement with HMC Architects in the amount of \$1,715,680 for the Student Services Building project at Riverside City College that will be presented to the Board for approval at the November 20 regular meeting. Discussion followed.

Architectural Services Agreement for Student Services Building with HMC Architects

The Board adjourned the meeting at 7:23 p.m.

ADJOURNMENT



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (II-B)

Meeting	12/11/2012 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Regular Meeting of November 20, 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 November 20, 2012 Board of Trustees Regular meeting minutes as prepared.

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

### Attachments:

[112012\\_Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF NOVEMBER 20, 2012

President Green called the regular meeting of the Board of CALL TO ORDER  
Trustees to order at 6:00 p.m., Moreno Valley College,  
Students Services, Room 101, 16130 Lasselle Street,  
Moreno Valley, California

Trustees Present

Virginia Blumenthal, Vice President  
Sam Davis, Secretary  
Mary Figueroa, Board Member (arrived at 6:01 p.m.)  
Janet Green, President  
Mark Takano, Board Member  
Noemi Jubaer, Student Trustee

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  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications  
and Relations  
Ms. Chris Carlson, Chief of Staff  
Dr. Cordell Briggs, Interim Vice President, Academic Affairs  
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 Haghighat President, Riverside, CTA  
Mr. Eric Muehlebach, President, CSEA

Guests Present

Dr. Roslynn Byous, Assistant Professor/Director, Moreno Valley College, Physician's Assistant  
Program

Student Trustee Noemi Jubaer led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Blumenthal/Davis moved that the Board of Trustees  
approve moving agenda item XIII-B "Pursuant to  
Government Code Section 54957, Public Employee  
Discipline/Dismissal/Release" to be heard following  
Comments From the Public." Motion carried. (5 ayes)

AMEND AGENDA

Students Xiaojun He and Jie Li discussed the process of  
adding classes noting it is difficult to add classes due to so  
many classes having been cut due to the budget situation.

COMMENTS FROM THE PUBLIC

Faculty members Dr. Fabian Biancardi, Professor, Political  
Sciences; Dr. Dariush Haghighat, Professor, Political  
Sciences; and Dr. Richard Mahon, Professor, Humanities,  
congratulated the newly-elected Board members, Trustee

Mary Figueroa and Trustee-elect Nathan Miller, and Congressman-elect Mark Takano. They commented on the statewide passage of Proposition 30 and the fact that it was not passed locally in Riverside County.

Student Sue Tsang spoke of her discontent with past interactions with management staff at Norco College and not being able to get into the Physician's Assistant program.

Mr. Eric Muehlebach, Business Systems Analyst, Information Services, acknowledged the passing of Proposition 30, and commented on Veteran's Day and the budgetary "Plan B" meetings.

The Board of Trustees adjourned to closed session at 6:43 p.m. to consider Closed Session item: XIII-B "Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release." The Board reconvened at 7:10 p.m. announcing that no action had been taken.

CLOSED SESSION/RECONVENE

Green/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of September 18, 2012. Motion carried. (5 ayes)

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

Green/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of October 2, 2012. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF OCTOBER 2, 2012

Green/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of October 16, 2012. Motion carried. (5 ayes)

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

Green/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of October 23, 2012. Motion carried. (5 ayes)

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

Green/Blumenthal moved that the Board of Trustees approve the Special Joint Board Meeting Between RCCD and Riverside Unified School District of October 23, 2012. Motion carried. (5 ayes)

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

CHANCELLOR'S REPORTS

Presentations

Student presentations were given for Fire Technology, Law Enforcement, and Emergency Medical Services programs by one student representative from each program. Fire

Presentations on the Public Safety Education and Training Programs at Ben Clark Training Center

Technology student Megan Bower is currently a reserve with Riverside County Fire and works as a dispatcher for their Primary Safety Answering Point; Law Enforcement student Manuel Hurtado is currently completing the final hiring stages for Riverside Police Department, and EMS student Jim Lambert was recognized for his valor by the United States Air Force, receiving the Bronze Star for his heroic actions in Afghanistan. All three students spoke about their respective programs and how those programs have affected their lives.

Dr. Travis Gibbs, Professor of Psychology, gave a presentation on the process of unlearning, which 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. Neurological changes in the brain can render some old neurological patterns moot allowing new patterns to emerge.

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, Moreno Valley, and Riverside City Colleges and Riverside Community College District.

Five to Thrive Presentation – Faculty Presentation by Dr. Travis Gibbs

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 \$4,613,385 and District Warrant Claims totaling \$8,164,531;

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as presented;

Budget Adjustments



Approve adding the revenue and expenditures of \$204,256 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 10-12/13 –  
2012-2013 Responsive Training  
Fund Grant

Approve adding the revenue and expenditures of \$900,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget -  
Resolution No. 11-12/13 –  
2012-2013 Self-Generation  
Incentive Program (SGIP)

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;

Award of Bid Number 2012/13-  
24 - Moreno Valley College Lab  
Ventilation Project

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;

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

Ratify contracts totaling \$499,702;

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

Approve contract C-1003585 with RCOE for student resource services for the period of July 1, 2012 through June 30, 2013;

Contract for Student Resource  
Services with Riverside County  
Office of Education (RCOE)

Accept the ratification of the contract amendment for Hal Fischer Associates;

Amendment 4 to Contract with  
Hal Fischer Associates

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;

Contract Award for District-  
wide ATM/Student ID Card  
Services with Wells Fargo Bank,  
N.A.

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

Surplus Property

Declare 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;

Surplus Property Amendment -  
RCC Portables

Declare the property on the list to be surplus, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Surplus Property District Vans

Motion carried. (5 ayes)

#### Information

According to Board Policy 7350, the Chancellor has approved the following resignations: Ms. Lynne Vazquez, Child Development Center Site Supervisor, effective February 8, 2013, for personal reasons; and Ms. Veronica Mendoza, Risk Management Technician, effective October 29, 2012, for personal reasons.

Separations

The Board received the quarterly financial status report for the quarter ended September 30, 2012.

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

The Board received the annual financial and budget report for 2011-2012.

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

The Board received the summary of financial information for the period of July 1, 2012 through September 30, 2012.

Monthly Financial Report

#### BOARD COMMITTEE REPORTS

##### Governance

Green/Blumenthal moved that the Board of Trustees accept Board Policies 2010 and 3515 for first reading. Motion carried. (5 ayes)

Revised and New Board Policies  
– First Reading

## Resources

Takano/Blumenthal moved that the Board of Trustees award the District-wide Beverage Services contract to PepsiCo for the period December 1, 2012 through November 30, 2017. Motion carried. (5 ayes)

Contract Award for District-wide Beverage Services to PepsiCo

Takano/Davis moved 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. Motion carried. (5 ayes)

2011-2012 Proposition 39 Financial and Performance Audits

Takano/Davis moved that the Board of Trustees approve the list of companies that prequalified for furniture, fixtures and equipment consulting firms: Dovetail Decision Consultants, Inc., HMC Architects, NTD Architecture, and Pal Id Studio, Inc. Motion carried. (5 ayes)

Recommended Firms for Furniture, Fixtures and Equipment (FF&E) Consulting Services

Takano/Blumenthal moved 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. Motion carried. (5 ayes)

Contract Award for District-wide Bookstore Services to Barnes and Noble

## Facilities

Blumenthal/Davis moved that the Board of Trustees approve Amendment 6 with Hill Partnership, Inc., in the amount of \$6,500 for additional architectural and engineering services. Motion carried. (5 ayes)

Amendment 6 for Norco Secondary Effects with Hill Partnership, Inc.

Blumenthal/Davis moved that the Board of Trustees approve the architectural services agreement with HMC Architects in an amount not to exceed \$1,715,680. Motion carried. (5 ayes)

Architectural Services Agreement for Student Services Building with HMC

Blumenthal/Davis moved 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. Motion carried. (5 ayes)

Amendment 1 for Norco Facilities Master Plan Update with HMC Architects and Project Budget Augmentation in the Amount of \$48,300

## ADMINISTRATIVE REPORTS

Vice Chancellor's Reports

The annual Clery report for Riverside Community College District was presented by Police Chief Jim Miyashiro.

Annual Clery Report on Security Policies and Crime Statistics - Riverside Community College District

Police Chief Jim Miyashiro provided information on the installation of new call boxes at Moreno Valley College.

Demonstration of New Emergency Call Boxes for Moreno Valley College

Blumenthal/Davis moved 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. Motion carried. (5 ayes)

Resolution No. 07-12/13 – Resolution Authorizing the Chancellor, or Designee, of the District to Layoff and Reduce Hours of the Classified Service

#### President's Reports

Dr. Cordell Briggs, Interim Vice President, Moreno Valley College, and Dr. Roslynn Byous, Assistant Professor/Director, Physician's Assistant Program, presented an update to the accreditation status of the Physician's Assistant Program.

Update on Accreditation Status – Moreno Valley College Physician's Assistant Program

#### 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

#### BUSINESS FROM BOARD MEMBERS

Figueroa/Blumenthal moved 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.

Reappointment of Citizens' Bond Oversight Committee Members to Second Terms

Motion carried. (5 ayes)

Blumenthal/Figueroa moved that the Board of Trustees adopt the resolution recognizing the service of UC Riverside Chancellor Timothy White. Motion carried. (5 ayes)

Resolution Number 8-12/13  
Recognizing UC Riverside  
Chancellor Timothy White

Green/Blumenthal moved 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. Motion carried. (4 ayes, 1 abstention [Takano])

Resolution Number 9-12/13  
Recognizing Trustee Mark  
Takano

Green/Blumenthal moved 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. Motion carried. (5 ayes)

Resolution Number 12-12/13  
Recognizing Mayor Ronald O.  
Loveridge

The Board adjourned to closed session at 9:08 p.m. and reconvened to open session at 9:17 p.m. announcing the following: "In the matter of Corral v. Riverside Community College District, the Board of Trustees, by a vote of 4 to 0, with one abstention, approves settlement of this matter in the amount of \$350,000."

CLOSED SESSION/RECONVENE

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

ADJOURNMENT



[e-board](#) › [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (IV-A)

Meeting 12/11/2012 - 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:**



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (IV-B)

Meeting 12/11/2012 - Regular  
Agenda Item Chancellor's Reports (IV-B)  
Subject Presentation on Norco College Student Equity Programs  
College/District Norco  
Information Only

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### Background Narrative:

Presentation of four student equity programs, Extended Opportunity Programs & Services (EOPS), Disability Resource Center (DRC), California Work Opportunity and Responsibility to Kids (CalWORKs), and Former Foster Youth Services, designed to help students envision possibilities and achieve their dreams.

Prepared By: Paul Parnell, President, Norco College  
Koji Uesugi, Associate Dean, Special Funded Programs

### Attachments:

[Board of Trustee Presentation \(SFP\) 2012](#)

# Norco College Equity Programs: Helping Students Envision Possibilities and Achieve Their Dreams



Spotlight of EOPS/DRC/CalWORKs/Former Foster Youth Services

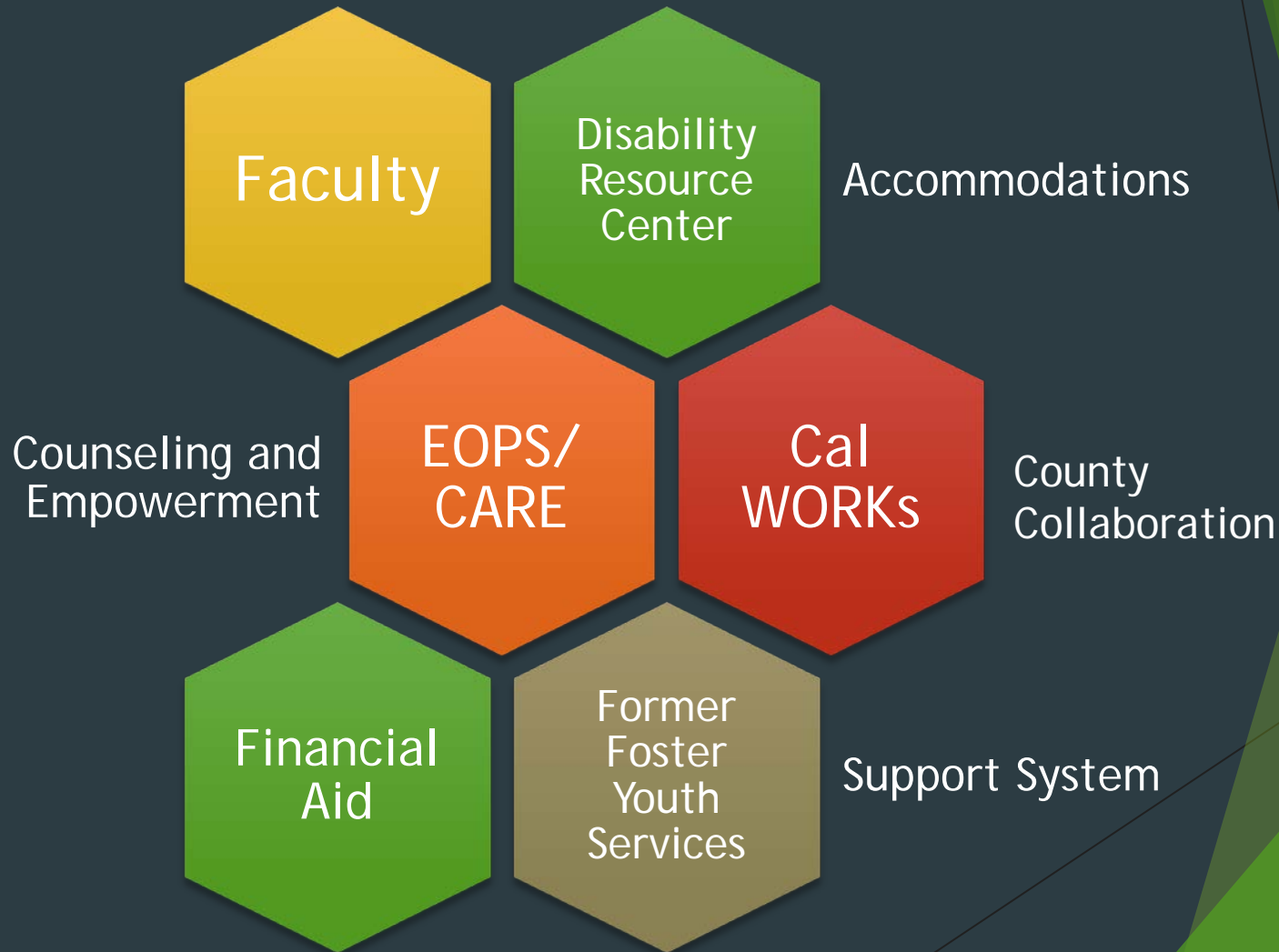
RCCD Board of Trustees Meeting Presentation  
December 11, 2012



# Diverse Students with Diverse Challenges

- ▶ High financial need
  - ▶ Pell eligible/awarded: 4,803 (51%)\*
  - ▶ BOG eligible/awarded: 6,160 (66%)\*
  - ▶ Receiving county cash aid: 140 (self-identified)
- ▶ First-generation college students: 1,974 (20%)
- ▶ Students with a disability: 560+
- ▶ Former foster students: 80 (self identified)

# Diverse Programs to Meet Diverse Needs



# Extended Opportunity Programs & Services (EOPS)

- ▶ Provides educational opportunities of students who face economic and academic challenges.
- ▶ 320 students served
- ▶ Staffing
  - ▶ 2 adjunct counselors
  - ▶ 2 part-time classified staff
- ▶ Academic Support Services

# EOPS = SUCCESS

Course success comparison between EOPS students and a similar group of non-EOPS students.

Spring 2011	EOPS Student	Mean
Success	Yes	78%
	No	63%

Fall 2011	EOPS Student	Mean
Success	Yes	77%
	No	58%

SPRING 2012	EOPS Student	Mean
Success	Yes	82%
	No	61%



Course success is based on passing a course with a "C" grade or better

# Disability Resource Center (DRC)

- ▶ Provides equal access to educational opportunities for students with verified disabilities.
- ▶ 559 students served
- ▶ Staffing
  - ▶ 1 full-time DRC counselor
  - ▶ 2 full-time classified staff
- ▶ Academic Accommodations & Services

# DRC Success Data

Comparison of course success data between DRC students and general population.

Fall 2010	
DRC	64%
General	67%

Spring 2011	
DRC	63%
General	66%

Fall 2011	
DRC	63%
General	68%



Course success is based on passing a course with a "C" grade or better

# California Work Opportunity and Responsibility to Kids (CalWORKs)

- ▶ Collaborates with county department of social services to help students meet their educational and work participation requirements to transition off public assistance.
- ▶ County cash aid clients: 1,942
- ▶ College CalWORKs students: 140
  - ▶ Pre-2010: 35 students
  - ▶ 2010+: 110 students average
- ▶ Staffing
  - ▶ 1 full-time administrator
  - ▶ 1 part-time classified staff
- ▶ Career and Academic Support Services



# CaIWORKs Success Data

Comparison of course success data between CaIWORKs students and general population.

Spring 2011	
CaIWORKs	55%
General	66%

Fall 2011	
CaIWORKs	64%
General	68%



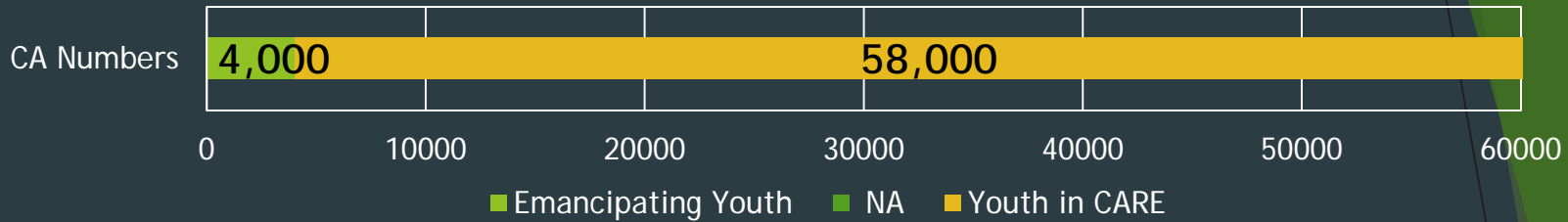
CaIWORKs at Norco College was fully implemented beginning fall 2010. These data reflect impact of program from spring 2011 to fall 2011.

Course success is based on passing a course with a "C" grade or better

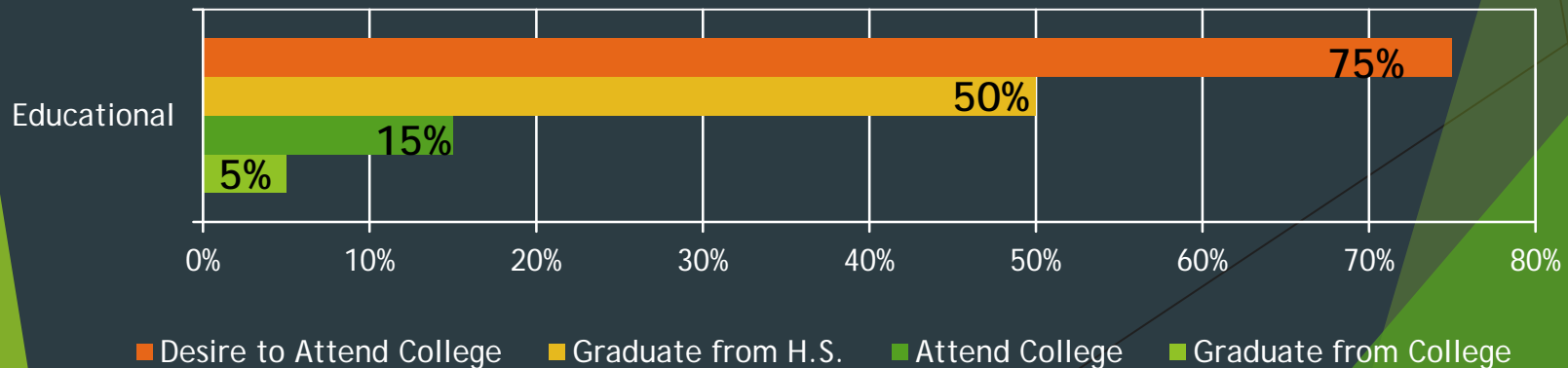
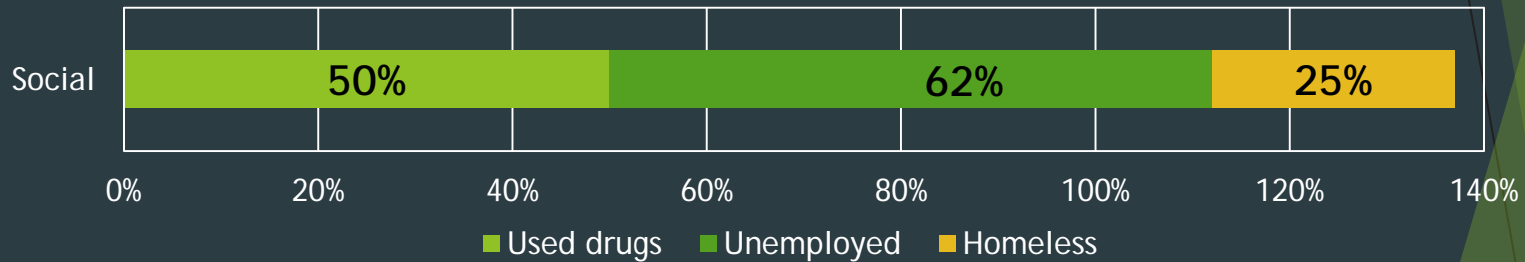


# Foster Youth Numbers & Services

## CA Annual Foster Care Numbers

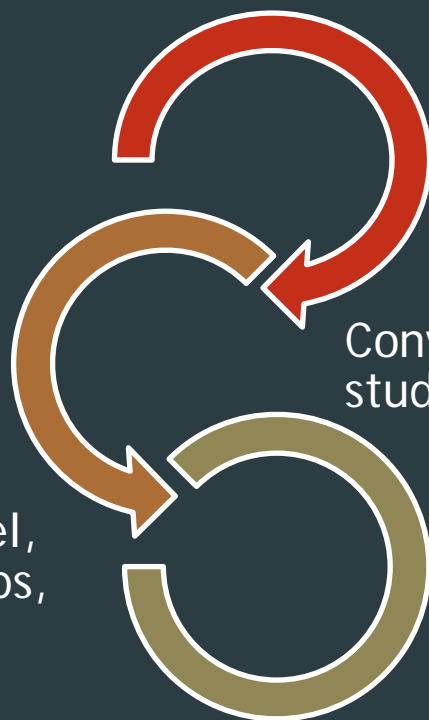


## Outcomes



# Norco College's Response to FFY

Identified need at College



Convened committee to support students

Developed service model, offer life skills workshops, partnered with CNUSD

- 300 current/former foster youth in local area
- 80 former foster students served at Norco College
  - Academic and life skills support services
  - Staffing: 1 full-time classified staff (grant funded)

# Leveraging Campus Resources



# CNUSD Partnership

- ▶ Annual Foster Youth College Bound Day at Norco College
  - ▶ 60 foster youth from CNUSD high schools participated

98%

I am confident I can shape my future.

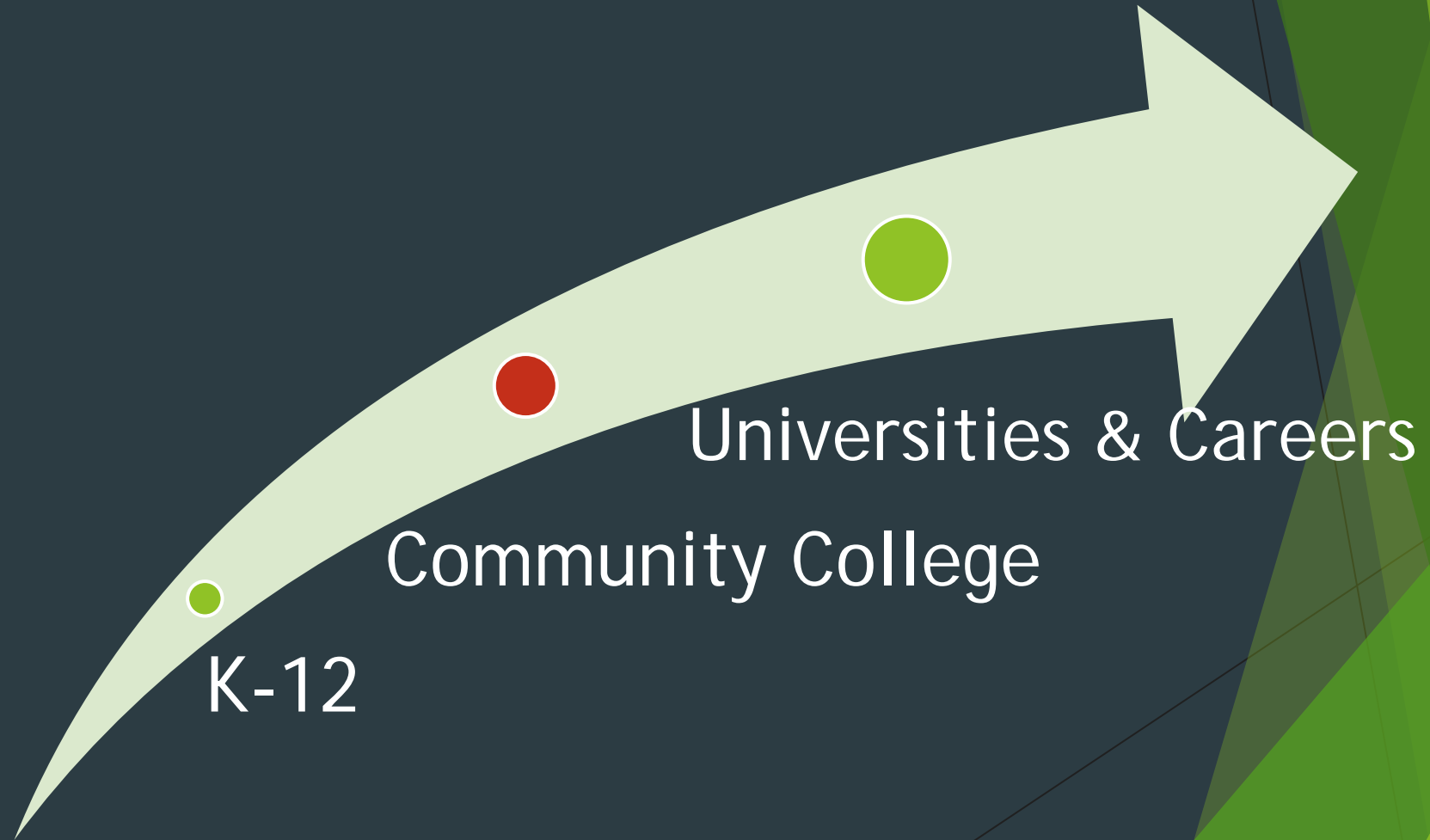
95%

Norco College is a foster youth friendly college.

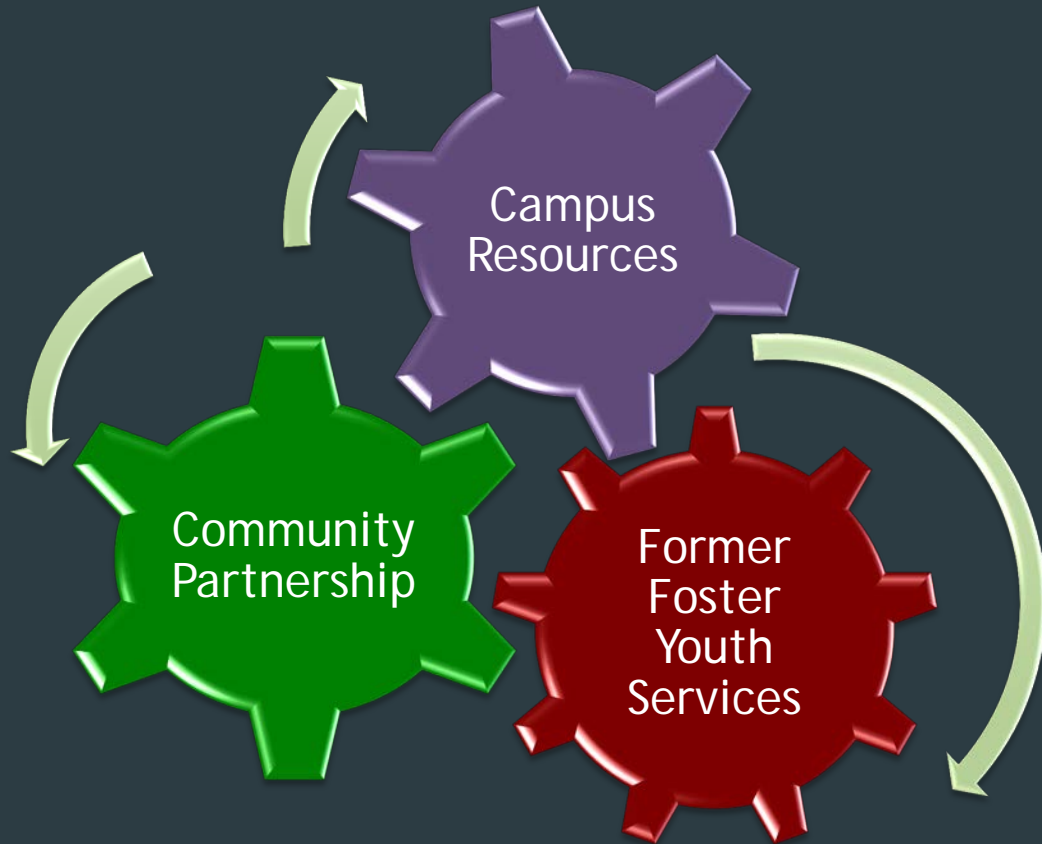
95%

As a result of today's event, I now believe I can go to college.

# Hub for Educational and Career Pipeline



# Support through Collaboration and NO Additional Funding



# The Numbers and Information Only Tell Part of the Story

Students' stories of challenges and  
resilience



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (IV-C)

Meeting                    12/11/2012 - Regular

Agenda Item            Chancellor's Reports (IV-C)

Subject                    Five to Thrive Presentation led by Dr. Sharon Crasnow, Professor of Philosophy

College/District        Norco

Information Only

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### **Background Narrative:**

Each month, a faculty member is invited through the Academic Senate to present on teaching and programs from the classroom that distinguish RCCD and its faculty and colleges. This month, the presentation will be from Dr. Sharon Crasnow, Professor of Philosophy.

Prepared By: Greg Gray, Chancellor

### **Attachments:**

[121112\\_Five to Thrive](#)



# Down the Rabbit Hole and Back: What is philosophy?

Sharon Crasnow  
Board of Trustees Meeting  
Dec. 11, 2012  
Five to Thrive

# Some recent definitions

“Philosophy is thinking really hard about the most important questions and trying to bring analytic clarity both to the questions and the answers.” – *Marilyn Adams*

“I don’t think it is any one thing, but I think generally it involves being critical and reflective about things that most people take for granted.”  
– *Allen Buchanan*

# Some key elements

- philosophers ask questions – lots of questions
- they try to answer them analytically, by being critical and reflective
- one aim of asking and answering these questions is the reconsideration of what we usually take for granted

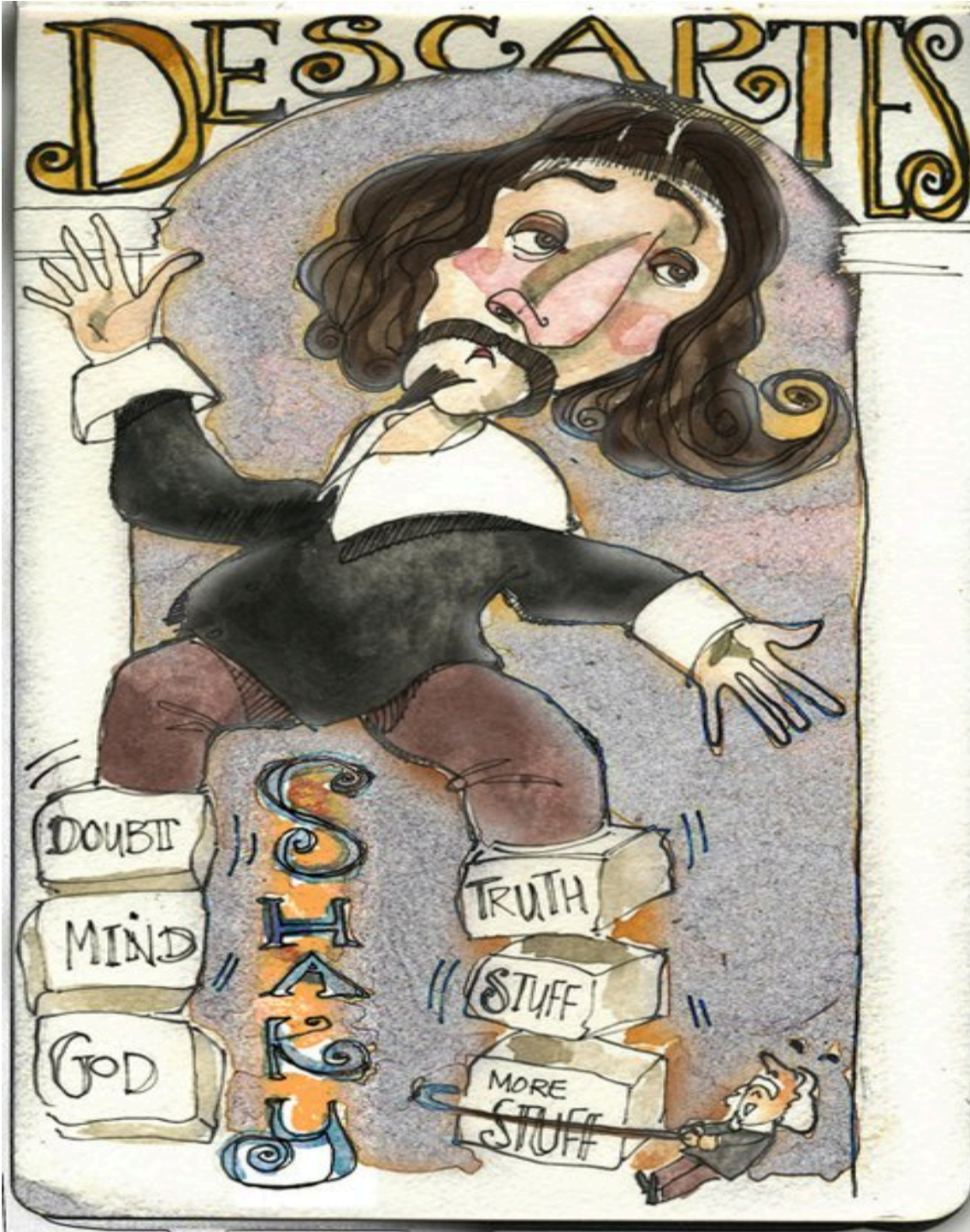
# Philosophical questions

- Ethics – What is good? What is the right thing to do?
- Epistemology – *What* can we know and *how* can we know it?
- Metaphysics – What is there? And how are the things that exist related to each other?

# Descartes (1596-1650)

“I think therefore I am.”

How do we know we are not dreaming?

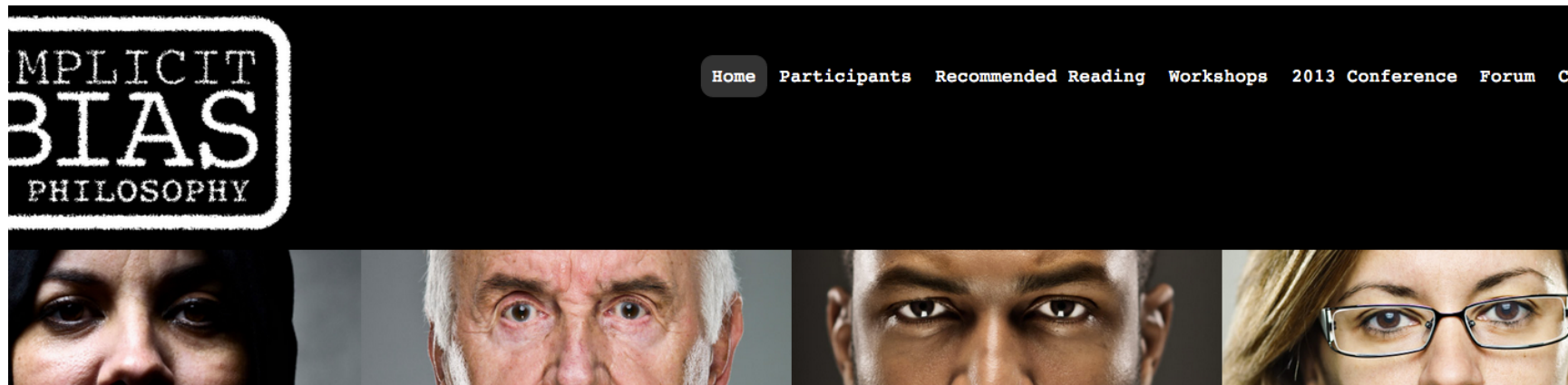


Artist:  
Lisa Mertins,  
Intro to  
Philosophy  
2009

# The use of reason: Paradoxes and Puzzles

The sentence in this blue box is false.

# Implicit bias & philosophy



Unconscious biases against members of stigmatised groups have been studied by psychologists for decades, but only recently have philosophers explored this phenomenon. This project brings researchers from both fields together with policy professionals to work through the implications.

## Implicit Bias & Philosophy International Research Project: Home

Over the last decade, a large psychological literature has developed on implicit biases. There is by now substantial empirical support for the claim that most people— even those who explicitly and sincerely avow egalitarian views—hold what have been described as implicit biases against such groups as blacks, women, gay people, and so on. (This is true even of members of the “target” group.) These biases are manifested in, for example, association tasks asking subjects to pair positive and negative adjectives with black or white faces: most are much speedier to match black faces with negative adjectives than with positive ones. They are also, it has been argued, manifested in behaviour: studies have shown that those with anti-black implicit biases are less friendly to black experimenters and more likely to classify an ambiguous object as a gun when it’s associated with

The very same CV is rated much more highly when it has a male name than a female one.

The Implicit Bias & Philosophy International Research Network made possible by a generous grant from the [Leverhulme Trust](#), the [University of Sheffield](#) and [persp.](#)





## DIVERSITY

# Culture, Gender, and Math

Luigi Guiso,<sup>1\*</sup> Ferdinando Monte,<sup>2\*</sup> Paola Sapienza,<sup>3\*†</sup> Luigi Zingales<sup>4\*</sup>

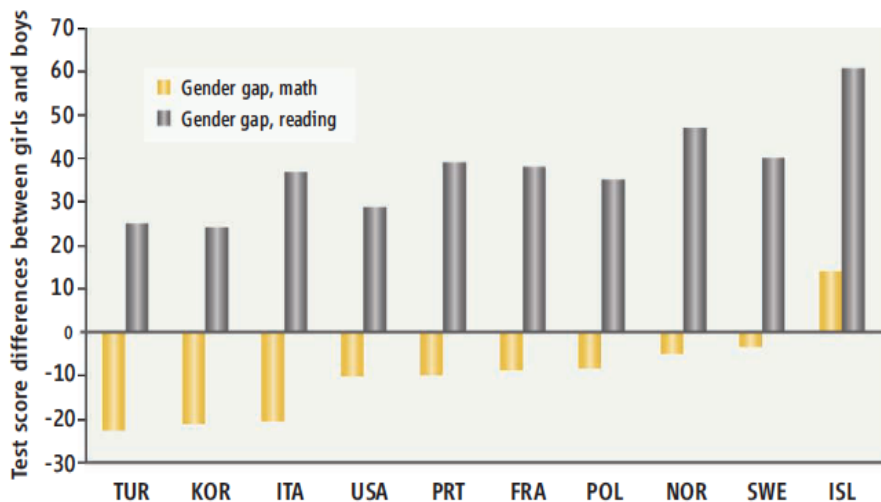
The existence (1), degree (2), and origin (3, 4) of a gender gap (difference between girls' and boys' scores) in mathematics are highly debated. Biologically based explanations for the gap rely on evidence that men perform better in spatial tests, whereas women do better in verbal recall ones (1, 5, 6). However, the performance differences are small, and their link with math test performance is tenuous (7). By contrast, social conditioning and gender-biased environments can have very large effects on test performance (8).

To assess the relative importance of biological and cultural explanations, we

by country (see chart, above): in Turkey, -22.6, whereas, in Iceland, 14.5. A similar variation exists in the proportion of girls over boys who score above 95%, or 99% of the country-level distribution (fig. S2A).

Analysis of PISA results suggests that the gender gap in math scores disappears in countries with a more gender-equal culture.

results, we classified countries according to several measures of gender equality. (i) The World Economic Forum's Gender Gap Index (GGI) (10) reflects economic and political opportunities, education, and well-being for women (see chart). (ii) From the World Values Surveys (WVSs) (13), we constructed an index of cultural attitudes toward women based on the average level of disagreement to such statements as: "When jobs are scarce, men should have more right to a job than women." (iii) The rate of female economic activity reflects the percentage of women age 15 and older who supply, or are available to supply, labor for the



For complex problem-solving beginning in the high school years ( $d = \pm 0.20$  favoring males)

Effect sizes across grades for U.S. mathematics tests are similar across grades 2 through 11

ments, are uniformly  $< 0.10$ , representing trivial differences (see table, top left, and table S1). Of



## Agenda Item (IV-D)

Meeting	12/11/2012 - Regular
Agenda Item	Chancellor's Reports (IV-D)
Subject	Proposed Naming of the Center for Student Success at Norco College
College/District	Norco
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the Facilities Recognition and Naming Committee's recommendation to name the Center for Student Success at Norco College in honor of Drs. Brenda and William Davis.

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### Background Narrative:

In accordance with Board Policy 3950, the Facilities Recognition and Naming Committee makes recommendations to the Chancellor and Board of Trustees regarding the naming of buildings, facilities, outdoor spaces and other physical features on RCCD college campuses or education sites. The Committee is pleased to recommend to the Board that the Center for Student Success at Norco College be officially named The Brenda and William Davis Center for Student Success. Dr. Brenda Davis served the Riverside Community College District for 33 years, becoming the District's first female college president in 2006, having led the then Norco Campus for 13 years as Provost. Prior to that service, Dr. Davis had been interim Dean at the Ben Clark Public Safety Training Center, Dean of Grants and Contract Services, Dean of Occupational Education, and Dean/Director of the RCC Nursing Program. Dr. William Davis, a U.S. Army veteran and respected physician, worked in partnership with his wife in support of her leadership on the campus and in service to the Norco-Corona community for several decades. Upon the passing of William Davis and the retirement of Brenda Davis, the Norco College staff, faculty and administrators submitted a Letter of Intent to Nominate to the Facilities Recognition and Naming Committee. After the required waiting period stipulated in BP/AP 2950, Norco College submitted a complete nomination packet, which the Committee reviewed in November 2012. Based upon meritorious service to Norco College, Riverside Community College District, the communities of Norco, Corona, Eastvale and surrounding areas, and the lasting impact of that service on generations of students, the Committee unanimously approved the nomination and submission to the Board of Trustees.

Prepared By: Jim Parsons, Assoc Vice Chancellor, Strategic Communications & Relations

### Attachments:

[Davis Nomination Packet](#)

September 5, 2012

Jim Parsons, Associate Vice Chancellor  
Strategic Communications  
Riverside Community College District  
1533 Spruce Street  
Riverside, CA 92507

Dear Jim:

It is my privilege as the new President of Norco College to support the intention of the students, faculty, staff and administrators to rename the Center for Student Success in honor of William and Brenda Davis. Dr. Davis retired in June 2011 after leading the college for 19 years. Her beloved husband passed away in 2009.

The attached documents attest to the fact that the college community committed to this recognition at the ground-breaking in 2009 and are now following through with the nomination process as prescribed in RCCD Board Policy 3950.

Please forward this application to the Facilities Naming Committee for consideration. If you require additional information, you can contact my assistant, Debra Creswell.

Sincerely,



Paul Parnell, Ph.D.  
President



RIVERSIDE COMMUNITY COLLEGE DISTRICT

PRESENTATION OF A CANDIDATE FOR RECOGNITION

Dr. Brenda Davis, the individual you nominated for recognition, is now under consideration by the Facilities Naming Committee. All forms and supporting documents must be submitted within one year of initial nomination of candidate. Please provide the following requested information and return to the Public Affairs and Institutional Advancement Office.

1. A brief biographical sketch (not more than three [3] pages), including the candidate's association with RCCD (position, years of service, etc.). Please include names and addresses of family and/or close friends.
2. Special contributions to RCCD (not more than three (3) pages). The specific nature of achievements (e.g., special talents, books written, curricular innovations, etc.) should be identified and significance of these should be indicated.
3. Special contributions to their community, and the specific nature of the contribution or achievement (e.g., participation in civic organization(s), athletic and charitable events, extra-curricular school-related activities) should be identified, and the significance of these should be indicated.
4. Indication of special endearing characteristics that made the candidate dear or unforgettable to those that knew him/her.
5. Supportive documents welcome, i.e., newspaper clippings, honors, awards, etc.
6. If a gift is involved, please discuss the significance and amount of the proposed gift as either or both relate to the realization or completion of a facility or program.
7. Check the honor for which you wish the candidate to be considered:
  - Building named in honor of candidate. If possible, specify the current name of the building.  
The William and Brenda Davis Center for Student Success (currently known as the Center for Student Success)
  - Campus facility or feature (e.g., room, patio) named in honor of candidate. If possible, specify the room or feature.  
\_\_\_\_\_
  - Event (e.g., basketball tournament, lecture series). If possible, specify the event.  
\_\_\_\_\_
  - Other (specify) \_\_\_\_\_

*Resolution No. 2009/01*  
*Norco Campus Strategic Planning Committee*

*Whereas,* Dr. Brenda Davis has served the Riverside Community College District since September 1975; and

*Whereas,* Dr. Brenda Davis has served at the Norco Campus since being named Provost in July 1993, assuming the position of President in September 2006; and

*Whereas,* Dr. Brenda Davis has been instrumental in leading the growth of the Norco Campus from a small, branch campus to its current status as a candidate for college status by the Accrediting Commission for Community and Junior Colleges; and

*Whereas,* Dr. William Davis served his country as an officer of the United States Army and the Inland Empire as a physician for nearly three decades; and

*Whereas,* Drs. William and Brenda Davis have worked together as partners in the leadership of the Norco Campus and in service to the Norco-Corona community;

*Now, therefore, be it resolved that,* The Norco Campus Strategic Planning Committee, on behalf of the entire campus community, does hereby express its sincere appreciation and gratitude for the immeasurable contributions of Drs. William and Brenda Davis over the course of their several decades of work;

*Be it further resolved that,* The Norco Campus Strategic Planning Committee does hereby express its intent, pursuant to established District policies and procedures, to petition the Riverside Community College District Board of Trustees to name the new Norco student success center **The William and Brenda Davis Center for Student Success** in honor of these two extraordinary public servants.

*Adopted May 7, 2009*





## **Drs. William R. & Brenda Davis Legacy Resolution**

WHEREAS, Dr. William "Bill" Randolph Davis, for over 30 years, was an honorable and benevolent supporter of the Riverside Community College District and its mission, who left a lasting impression and was a source of inspiration of many at Norco College. Using his own personal achievements in service to his country and his success in his education and career as an example, he participated as a mentor in the Talented Tenth Program (T3P) and was a beacon of hope for educational excellence. Dr. Davis' generosity and fundraising ability allowed him to raise thousands for RCCD programs including the District's Passport to College and the Measure C Bond Campaign, and;

WHEREAS, Dr. Brenda Davis, who after 33 years of exceptional service to the educational needs of those within the Riverside Community College District, and whose distinguished career as a professional nurse, educator, and college administrator is noted for her role as the longest serving provost and the first female college President in RCCD history is retiring, and;

WHEREAS, As Norco College's first President, Dr. Davis guided the institution as it grew from a small satellite campus of the Riverside Community College District through an ambitious expansion that included the construction of new buildings and led to the campus' accreditation as an independent college that now serves over 10,000 students, and;

WHEREAS, Together Drs. William R. & Brenda Davis demonstrated their commitment to education by establishing the Drs. William R. & Brenda Davis Endowed Scholarship to assist deserving students and continue their legacy of supporting the mission of Norco College, and;

WHEREAS, the Norco College Center for Student Success (CSS) is another realization of the hard work of both Drs. William R. and Brenda Davis in support of Norco College. It was with Measure C funding, a program that Dr. William R. Davis supported and fundraised for, and Dr. Brenda Davis' vision for a building in which services geared toward success were centralized and where students could congregate and socialize in a collegiate atmosphere that the CSS was built with;

THEREFORE, in remembrance of the influential life of Dr. William R. Davis and in recognition of the work and dedication of Dr. Brenda Davis and their shared commitment to Norco College:

RESOLVED, that the Associated Students of Norco College supports the renaming of the Center for Student Success as the Drs. William R. & Brenda Davis Center for Student Success, and;

RESOLVED, that the Associated Students of Norco College will champion for the renaming of the CSS by advocating for this tribute to Drs. William R. & Brenda Davis at all levels of shared governance including the Riverside Community College District Board of Trustees.

Drafted on May 31, 2011  
Adopted on June 8, 2011

Edison Van Vlimmeren  
ASNC President



## **Dr. Brenda Davis Biography**

Dr. Brenda Davis' distinguished career has spanned over 45 years as a professional nurse, educator, and college administrator. Her career path at Riverside Community College District has included being the first administrator of nursing to provide leadership culminating in the Associate Degree Nursing program obtaining accreditation from the National League for Nursing in 1981. Dr. Davis served as Dean of Occupational Education (1984-1990), Dean of Grant and Contract Services (1991-1994), Provost of the Norco Campus (1993-March 21, 2006) and was appointed as the first President of the Norco Campus on March 21, 2006. On January 29, 2010, the Accrediting Commission for Community and Junior Colleges acted to grant initial accreditation to Norco College, California's 112<sup>th</sup> community college.

Dr. Brenda Davis holds a Doctor of Education degree in Curriculum and Teaching, a Master of Education degree in Psychiatric Mental Health Nursing, and a Bachelor of Science in Nursing, all from Teachers College, Columbia University in New York. She is a graduate of the Harlem Hospital Center School of Nursing and has worked as a registered nurse in hospitals and medical offices in New York, Virginia and California. Dr. Davis has held faculty, administrative, and consultant positions in the Department of Nursing at Medgar Evers College-City University of New York, Teachers College-Columbia University, Old Dominion University, University of La Verne, and Chapman University.

Dr. Davis has been the recipient of numerous awards including:

- Ira D. Calvert Distinguished Community Service Award, Corona-Norco Family YMCA (September, 2010)
- Outstanding Dedication, Commitment, and Leadership Award in the Community College System, Western Region Council on Black American Affairs (November, 2009)
- Partner in Education: Service to Education, Corona-Norco Unified School District (2008)
- Woman of Distinction Award in Education and Achievement Toward Making a Difference for Women, Soroptimist International of Corona (March, 2007)
- A Decade of Service for Technology in Education Award, the Community College Foundation (March, 2007)
- Woman of Achievement Award, Riverside County YWCA (September, 2006)
- Grand Marshall, 29<sup>th</sup> Annual Cinco De Mayo Parade and Celebration for Contribution to all Students (May, 2000)

**DR. BRENDA DAVIS, PRESIDENT EMERITA  
NORCO COLLEGE**

**Most Recent Awards**

- |      |   |
|------|---|
| 2011 | Patricia Wilson Award for Outstanding Community Service<br>(Western Riverside Council of Governments) |
| 2010 | Ira D. Calvert Distinguished Community Service Award<br>(Corona-Norco Family YMCA)                    |

**Selected Community Activities**

**Corona Chamber of Commerce**

- |             |  |
|-------------|--|
| 1990 – Ret. | Member   |
| 2001 – 2003 | President  |
| 2000        | Vice President and Chair of Education Committee  |
| 1990 – Ret. | Participant, Quarterly Luncheons, Business Expos,<br>Installation Dinners and special events |

**Norco Chamber of Commerce**

- |             |                               |
|-------------|-------------------------------|
| 1990 – Ret. | Member; attend special events |
|-------------|-------------------------------|

**Eastvale Chamber of Commerce**

- |             |                               |
|-------------|-------------------------------|
| 2010 – Ret. | Member; attend special events |
|-------------|-------------------------------|

**Greater Corona Hispanic Chamber of Commerce**

- |             |  |
|-------------|--|
| 1990 – Ret. | Member; attend regular meetings and special events |
| 1998 – 2000 | Member, Board of Directors                         |

**Corona Regional Hospital**

- |             |                         |
|-------------|-------------------------|
| 2007 – Ret. | Member, Governing Board |
|-------------|-------------------------|

**Community Advisory Group, Norco College**

- |             |       |
|-------------|-------|
| 1994 – Ret. | Chair |
|-------------|-------|

**Rotary International**

- |             |                               |
|-------------|-------------------------------|
| 1993 – Ret. | Member, Rotary Club of Corona |
|-------------|-------------------------------|

**Inland Empire Asian Business Association**

- |             |        |
|-------------|--------|
| 2010 – Ret. | Member |
|-------------|--------|

**Norco Horsemen's Association**



2008 – Ret. Associate Member

**Riverside NAACP**

1990 – Present Lifetime Member

**Federation for a Competitive Economy (FACE)**

2008 – Ret. Member

**Green Valley Initiative**

2007 – Ret. Stakeholder, Green Brain Trust Education

**Riverside County Transportation Commission**

2007 – Ret. Advisory Committee Member, SR-91 Corridor  
Improvement Project

2008 – Ret. Advisory Committee Member, I-15 Corridor Improvement  
Project

**Friends of Forensics**

2005 – Ret. Member, Governing Board

**Community Health and Family Foundation**

2000 – 2008 Participant, Breast Cancer Prevention Grand Avenue Walk  
June 2010 Celebrity, “Jazzercise with the Stars” Breast Cancer  
Detection and Prevention Fundraiser

**Southern California Transportation and Logistics**

2002 – Ret. Participant, Annual Summit

**Technology in Education, Community College Foundation**

1997 – Ret. Member, Advisory Group  
Participant, Annual Conference and Exposition

**Today’s Youth Organization, Corona, CA**

2005 – Ret. Member, Board of Directors

**Gates Foundation Conference (hosted by University of California, Irvine)**

February 2009 Conference Participant

**University of LaVerne**

May 2008 Keynote Speaker, African American Graduation  
Celebration

**Martin Luther King Walk-A-Thon, Riverside African-American Historical  
Society, Inc., Riverside, CA**

January 2007 Co-Chair, Speaker

**City of Corona's Cinco de Mayo Festival and Parade, City of Corona**  
May 2000                      Grand Marshall

**Corona-Norco Family YMCA**  
1998-1999                      Member, Board of Directors

**Corona-Norco United Way**  
1995 – 1998                      Member, Board of Directors

**brenda davis** President, Riverside Community College, Norco

Brenda Davis doesn't consider it surprising that her career path took her from nurse to college president. "Nurses are always managing resources," says Davis, who became president of Riverside Community College District's Norco campus last year.

Davis was educated at Columbia University in New York, earning bachelor's and master's degrees in nursing, and a doctorate in education. She became provost at RCC Norco in 1993, and then was named president after RCC began establishing separate administrative centers at its three campuses. The new structure helps promote local identity for each campus and allows the district to obtain more state funding, Davis says. The Norco campus specializes in technology, engineering, manufacturing and logistics training, based on studies that showed demand for those skills.

"We want to make sure we meet the needs of the community we're serving," Davis says. The Norco campus has about 8,700 students and expects to add several thousand more in the next few years. "They are making the most important decision of their life—education," she says. "Students recognize they will probably be working for different employers over the course of their career; they want to be flexible, they want to know a lot."

Davis developed the RCC-wide Weekend College program for working adults. "We run a seven-day operation," she says. She is now fine-tuning Afternoon College, with classes that begin after 3 p.m.

Whether students plan to pursue further education or complete their training at the Norco campus, they can learn a lot at a reasonable cost, she says. "Compared to any other state there is nothing like the community college system." **BY JEANNE BOYER**





## Agenda Item (IV-E)

Meeting	12/11/2012 - Regular
Agenda Item	Chancellor's Reports (IV-E)
Subject	Named Giving Levels for the Coil School for the Arts, Riverside City College Culinary Arts Academy, and the Norco College Art Gallery
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the Named Giving Levels for the Henry W. and Alice Edna Coil School for the Arts, the Riverside City College Culinary Arts Academy and the Norco College Art Gallery.

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### Background Narrative:

The RCCD Foundation and its Board of Directors, District Administration, and the RCCD Facilities Recognition and Naming Committee have developed Named Giving Levels for three projects under the Invest in Excellence: 100@100 Campaign. The attached named giving levels are for the Henry W. and Alice Edna Coil School for the Arts (revised) and the Riverside City College Culinary Arts Academy projects and for the new Norco College Art Gallery are in accordance with Board Policy 3950, established facility recognition and naming processes, previously approved campaign named giving levels, and general standards at similar higher education institutions. The RCCD Foundation Board of Directors and the RCCD Facilities Recognition and Naming Committee have approved the Named Giving Levels outlined in the attached documents, and the District and College administrations endorse and support these levels.

Prepared By: Jim Parsons, Assoc Vice Chancellor, Strategic Communications & Relations

### Attachments:

[Named Giving Levels\\_12\\_2012](#)

# RCCD FOUNDATION

MORENO VALLEY COLLEGE | NORCO COLLEGE | RIVERSIDE CITY COLLEGE

## The Henry W. and Alice Edna Coil School for the Arts Revised Named Giving Levels

### First Floor

Performance Hall	\$1,000,000
Lobby	\$150,000
Courtyard	\$150,000
Box Office	\$ 50,000
Production Manager Office	\$ 10,000
Green Room	\$ 10,000
Guest Room	\$ 10,000
Choir Room	\$ 30,000
Band and Orchestra Room	\$ 50,000
Band and Orchestra Library	\$ 15,000
Percussion Room	\$ 10,000
Drum Set Room	\$ 10,000
Practice Room (6 large available)	\$ 15,000
Practice Room (10 small available)	\$ 10,000

### Second Floor

Student Lounge	\$ 50,000
Piano Lab	\$ 50,000
Midi Lab	\$ 50,000
Faculty and Offices (11 available)	\$ 10,000
Practice Rooms (6-large available)	\$ 15,000
Practice Rooms (11 small available)	\$ 10,000
Recording studio	\$ 15,000
Control rooms (2)	\$ 15,000
Classrooms (2 available)	\$ 25,000

Approved November 2012 – RCCD Foundation Board of Directors

Approved November 2012 – RCCD Facilities Recognition and Naming Committee



# RCCD FOUNDATION

MORENO VALLEY COLLEGE | NORCO COLLEGE | RIVERSIDE CITY COLLEGE

## RCCD Culinary Arts Academy Named Giving Levels

### First Floor

Restaurant	\$500,000
Large Demonstration Kitchen/Classroom	\$250,000
Production Kitchen	\$75,000
Baking Skills Kitchen	\$50,000
Basic Skills Kitchen	\$50,000
Multi-purpose Classrooms (3)	\$50,000 each or \$125,000 for all
Student Resource Center	\$25,000
Ice Carving Room	\$15,000
Freezer Room	\$15,000
Director's Office	\$15,000
Faculty Office (4 available)	\$10,000

### Rooftop

Rooftop Garden Event Facility	\$500,000
Rooftop Catering Kitchen	\$25,000

Approved November 2012 – RCCD Foundation Board of Directors  
Approved November 2012 – RCCD Facilities Recognition and Naming Committee

# RCCD FOUNDATION

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MORENO VALLEY COLLEGE | NORCO COLLEGE | RIVERSIDE CITY COLLEGE

## Norco College Art Gallery Named Giving Levels

Gallery Naming	\$250,000
Gallery Meeting Room	\$ 50,000
Director's Office	\$ 25,000
Art Storage Room	\$ 25,000
General Storage	\$ 25,000

*Exhibit sponsorships will be temporary naming opportunities inside the Gallery, and will vary from exhibit to exhibit.*

Approved September 2012 – RCCD Foundation Board of Directors

Approved November 2012 – RCCD Facilities Recognition and Naming Committee



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## Agenda Item (IV-F)

Meeting 12/11/2012 - Regular

Agenda Item Chancellor's Reports (IV-F)

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

### Attachments:

[Future Monthly Committee Agenda Planner and Annual Master Planning Calendar\\_121112](#)



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

DATE	TIME	EVENT	LOCATION	COLLEGE/ CENTER	EVENT TYPE	LEAD CONTACT	INVITE SENT	RSVP'd
Dec. 4	4:30 PM	Swearing in Ceremony of Trustee Mary Figueroa, Area 3 and Trustee Nathan Miller, Area 1	Norco College Art Gallery	NC	Social	Kathy x8804	Emailed 11/13/12	
Dec. 4	6:00 PM	Board of Trustees Regular/Committee Meeting	Center for Student Success, Room 217	NC	Board Meeting			Board of Trustees
Dec. 5	3:30-5:00 PM	Reception for Emeriti Faculty	Center for Social Justice & Civil Liberties 3855 Market Street Riverside, CA	Foundation	Social	Any Cardullo	Invites mailed 11/26/12	
Dec. 6	9-11 AM	RCC Annual Holiday Reception	RCC Cafeteria	RCC	Social	Kathy x8804	Via email 11/27/12	
Dec. 6	3-5 PM	Norco College Annual Holiday Party	Norco College Art Gallery	NC	Social	Kathy x8804	Via Mail 11/9/12	
Dec. 6	4:30 PM	Recognition Reception for Mark Takano	Center for Social Justice & Civil Liberties	RCC	Social	Kathy x8804		
Dec. 6	5:30 PM	Culinary Academy Graduation - 50th Class	Riverside City College Bradshaw Building	RCC	Social	Kathy x8804	Via Mail 11/9/12	YES: J. Green
Dec. 7	2:00-4:00 PM	Moreno Valley College Holiday Reception	Student Services 101	MVC	Social		Via email & invite 11/9/12	
Dec. 8	7:30 PM	Norco Music Department Holiday Concert	Little Theater	NC	Social	Kathy x8804	Via email 10/31/12	
Dec. 11	3:30-5:30 PM	MLA Holiday Cheer Event	Rodrigo's Mexican Grill 150 W. Parkridge Corona, CA 92880	MLA	Social	Kathy x8804	Via email 11/28/12	YES: J. Green N. Miller M. Figueroa
Dec. 11	3:45 PM	Nursing Pinning Ceremony	Riverside City College Landis Auditorium	RCC	Social	Kathy x8804	Via email 11/28/12	YES: M. Figueroa
Dec. 11	6:00 PM	Annual Organizational Meeting and Regular Board Meeting	Center for Student Success, Room 217	NC	Board Meeting			Board of Trustees
22-31 Dec.		WINTER BREAK (DISTRICT CLOSED)						

**Event Calendaring for Board of Trustees  
January 2013**

DATE	TIME	EVENT	LOCATION	COLLEGE/ CENTER	EVENT TYPE	LEAD CONTACT	INVITE SENT	RSVP'd
1-Jan		DISTRICT CLOSED - OBSERVING NEW YEARS DAY						
15-Jan	6:00 PM	Board of Trustees Committee Migs	Bradshaw Bldg. -Hall of Fame	Riverside City College	Board Meeting	Kathy T. X8804		Board of Trustees
21-Jan		DISTRICT CLOSED - OBSERVING MARTIN LUTHER KING, JR.'S BIRTHDAY						
19-Jan	5:30 PM	Riverside Mayor's State of the City Address	Riverside Auditorium & Events Center 3485 Mission Inn Ave. Riverside, CA		Social	Kathy T. X8804	Via email 12/4/12	
22-Jan	6:00 PM	Regular Board Meeting	Board Room AD122	Riverside City College	Board Meeting	Michelle x8795		Board of Trustees
28-Jan		CCLC Annual Legislative Conference & Legislative Visits on January 28th	Sheraton Grand Hotel Sacramento		Conference	Kathy T. X8804		YES:

**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>



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## Agenda Item (V-A)

Meeting 12/11/2012 - 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 Moreno Valley College, Norco College, Riverside City College, and Riverside Community College District.

Prepared By: Chris Carlson, Chief of Staff

### Attachments:

[Student Reports\\_121112](#)



The Associated Student of Norco College are preparing for the FALL 2012 Semester to come to an end. With finals approaching and the holiday season in the air, Norco College has a whole is participating in a few events to share our holiday spirit with the community. The events are as follows:

- November 20, 2012 – ASNC held their first annual Thanksgiving potluck during their Senate meeting. This event was open to the public to participate and gather to be thankful for all that Norco College has given the students thus far in their academic careers.
- November 22, 2012 - T3P ( Talented Tenth Program) and members of ASNC helped pass out food to those in need at a local church
- November 27, 2012 – Puente Organization and ASNC took part in the Angel Tree Lighting Ceremony in the Norco College Corral where they passed out cookies and juice to the children from the Norco Head Start Program. The students also participated in singing Christmas carols with the children
- November 26-30, 2012 - Circle K Club held a booth on campus asking for donations for the Adopt-A-Child event which is being led by the Student Body President Shaunna Winn
- December 4, 2012 – ASNC held their first annual Christmas Potluck. During this event, students and staff participated in a gift exchange. ASNC also decided to adopt 8 families and 25 children from the local Head Start Program. It is the goal of ASNC to make sure that no child goes out having a Christmas.
- December 6, 2012 – All clubs and organizations will be taking part in their first annual holiday celebration. This event is being sponsored by ASNC, and is to give thanks to all for their hard work and dedication throughout the FALL semester.

Other events that have been held at Norco by staff, faculty, administrators and students are as follows:

- November 26-30, 2012 – T3P held their annual World's Aids Day Donation event. All monies raised will be going to help find a cure.
- December 3, 2012 – Suicide Prevention Training which was led by Behavioral Specialist Team at Norco College

## Board of Trustees I ASRCCD Report for December 11, 2012

- December 7, 2012 – Athena Leadership graduation celebration. All the students from the leadership program from the three colleges from the RCCD district gathered together and celebrated their great accomplishment as the first graduating class of the RCCD Athena Program
- December 7, 2012 – ASNC President Shaunna Winn attended the 6<sup>th</sup> Annual Pearl Harbor Remembrance Ceremony per the request of the Kevin Bash, Norco City Mayor

During the winter session, The Associated Students of Norco College will be taking part in a Winter Re-Treat / Workshops so that they can stay on top of all matters pertaining to students and the well-being of Norco College. It is our goal as student leaders to be the voice that helps make the change for students who will follow in our footsteps.



## Agenda Item (VI-A-1)

Meeting 12/11/2012 - 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:

[20121211\\_Academic Personnel](#)

[20121211\\_Academic Personnel\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: December 11, 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>
MORENO VALLEY COLLEGE			
Steinback, Robin	Vice President, Academic Affairs	01/07/13-06/30/13	AB4

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Discipline</u>	<u>Effective</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLGE			
VISITING ASSISTANT PROFESSOR			
Waggoner, Jennifer	Nursing	Spring 2013	G-4

d. Extra-Curricular Assignments, Academic Year 2012-13

Additions/Revisions to the list submitted/approved by the Board of Trustees on June 19, 2012.

<u>Name</u>	<u>Activity</u>	<u>Effective</u>	<u>Stipend</u>
Allmond, Andrea	Assistant Track Coach	12/13 season	\$3,898.00 (addition)
Magee, Gregory	Assistant Track Coach	12/13 season	\$0.00 (revision)



Subject: Academic Personnel

Date: December 11, 2012

2. Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA Memorandum of Agreement regarding Associate Faculty Load Assurance

Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA enter into the attached agreement which states that a regular or contract faculty may bump an associate faculty only up to the beginning of a semester. After the semester begins, an associate faculty may be bumped by a regular or full-time faculty only in case of class cancellation and other circumstances beyond the latter's control. After the census day, regular or full-time faculty members will not be able to bump an associate faculty. However, no full-time member will be required to accept an overload assignment. It is recommended that the Board of Trustees approve the Memorandum of Agreement regarding Associate Faculty Load Assurance.

3. Requests for Permanent Increase in Workload

It is recommended the Board of Trustees approve the permanent increase in workload for the following position. This request has the approval of the Vice President, at the Riverside City College.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Dates</u>
Vasquez, Lynn	CDC Site Supervisor	60% to 100%	12/01/12-2/08/13

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 the resignation of the individual(s) listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Hall, Lewis	Associate Professor, Computer Information Systems	12/14/12	Retirement
Kimberling, Renee	Director, Health Services	12/18/12	Retirement
Torre, Sandra	Associate Professor, Computer Applications & Office Technology	12/14/12	Resignation

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
and  
RIVERSIDE COMMUNITY COLLEGE ASSOCIATION, CTA/NEA

MEMORANDUM OF AGREEMENT  
Re: Associate Faculty Load Assurance

26 November 2012

The current contract between Riverside Community College District and Faculty Association CCA/CTA/NEA does not address the issue related to part-time faculty's right to an assignment. Thus full-time faculty members are able to bump an associate faculty any time during an assignment.


The intent of this MOU is to provide more security of employment for associate faculty that have accepted a teaching assignment in good faith while retaining the flexibility for full-time faculty required by law and unpredictable circumstances.

Therefore, this MOU provides for the following: A regular or contract faculty may bump an associate faculty only up to the beginning of a semester. After the semester begins, an associate faculty may be bumped by a regular or full-time faculty only in case of class cancellation and other circumstances beyond the latter's control. After the census day, regular or full-time faculty members will not be able to bump an associate faculty. However, no full-time member will be required to accept an overload assignment.

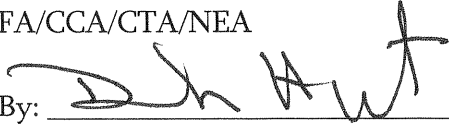
Should such a bump occur, the associate faculty will receive pay for the hours that he or she provided instruction and the full-time faculty will receive prorated pay for the course after reassignment.

If a part-time faculty member is bumped after the semester begins, the part-time faculty will receive compensation for one additional hour for each unit of the course for non-regularly schedule professional time at the lab rate for Column 1, Step 1 of the Faculty Hourly Salary Schedule (Appendix B).

Dated: 11/27/12  
Riverside Community College District

By:   
Greg Gray, Chancellor

Dated: 11/27/12  
Riverside Community College District  
FA/CCA/CTA/NEA

By:   
Dariush Haghghat, President



## Agenda Item (VI-A-2)

Meeting 12/11/2012 - 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:

[20121211\\_Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: December 11, 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				
RIVERSIDE CITY COLLEGE				
Wyckoff, Charles	Interim Vice President, Business Services	01/01/13- 12/31/13	AB-5	Appointment
b. Management/Supervisory – Categorically Funded				
c. Classified/Confidential				
NORCO COLLEGE				
Casas, Norma	Food Service III (80%, 10-mo)	11/26/12	F-4	Re-Hire
RIVERSIDE CITY COLLEGE				
Aikens, Dorinda	Admissions & Records Operations Assistant (48.75%)	12/03/12	C-5	Re-Hire
Hermosillo, Abigail	Food Service III (100%, 10-mo)	11/26/12	F-5	Transfer
Schoenmann, Matthew	Journalism Program Support (47.5%)	01/02/13	I-1	Appointment

Subject: Classified Personnel

Date: December 11, 2012

1. Appointments (Continued)

d. Classified/Confidential – Categorically Funded

NORCO COLLEGE

Castro, Francisco	Clerk Typist (47.5%)	01/02/13	E-5	Re-Hire
Cologgi, Sheri	Administrative Assistant II (Part-Time, 48.75%)	12/12/12	G-1	Appointment
Federico, Patricia	Clerk Typist (47.5%)	01/03/13	E-5	Re-Hire

RIVERSIDE CITY COLLEGE

Laguna, Glenda	Job Placement Technician (Part-Time, 40%)	01/02/13	K-1	Appointment
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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>
Figueroa, Daisy	Student Services Technician	47.5% to 87.5%	11/25/12-12/21/12

3. Request to Adjust Start Date of Temporary Decrease in Workload

At the meeting on November 20, 2012, the Board of Trustees approved/ratified the temporary decrease in workload for the following individual. A revision to the start date has been requested and 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%	01/21/13-12/31/13

Subject: Classified Personnel

Date: December 11, 2012

4. Effects of Layoff and Reduced Hours – Placement on 39-Month Reemployment List and Reduction

On November 20, 2012 the Board approved Resolution No. 07-12/13 to eliminate and/or reduce classified service due to lack of funds and/or work load. Following provisions of the education code regarding seniority rights, it is recommended the Board of Trustees approve the personnel actions as a result of the effects of layoff/reduction of the specified positions. The employees laid off or reassigned will be placed on the 39 month reemployment list for the position currently held.

Placement on 39-Month Reemployment List – Effective 2/1/13

<u>Name</u>	<u>Position Title</u>
Dech, Christopher	Emancipation Coach – 100%
Escalera, Anthony	Emancipation Coach – 100%
Johnson, Jeremy	Emancipation Coach – 100%
Ortega, Whitney	Emancipation Coach – 100%
Patterson, Rhonda	Clerk Typist – 100%
Sattar, Sahib	Emancipation Coach – 100%

Assignment Reduction – Effective 2/1/13

Patterson, Rhonda	From: Clerk Typist – 100% - Moreno Valley College (Workforce & Resource Development) To: Clerk Typist – 75% - Moreno Valley College (Workforce & Resource Development)
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5. Request to Rescind Appointment

At the meeting on November 20, 2012, the Board of Trustees approved the appointment of Ceciley Chavez, Part-time Computer Technician, District at Norco College. After some consideration, Ms. Chavez declined the District's offer of employment.

It is recommended the Board of Trustees rescind the appointment of Ceciley Chavez as part-time Computer Technician.

6. 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>
Rodriguez, David	Fire Technology Program Assistant	11/29/12	Personal
Jackson, Marquise	Business Development Admin Spec	11/30/12	Personal



## Agenda Item (VI-A-3)

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend 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:

[20121211\\_Other Personnel](#)

[20121211\\_Other Personnel\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: December 11, 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.

4. Professional Experts

Pursuant to Ed Code 88003, a professional expert is any person employed on a temporary basis for a specific project, regardless of length of employment. It is recommended that the Board of Trustees approve the Amendment to the Professional Expert Services Agreement beginning July 1, 2012 between the District and Karin Skiba, Operations Manager, Center for Social Justice and Civil Liberties to extend the agreement through March 31, 2013.



SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Reyes, Irene	Community Education Clerk	Community Education	11/29/12-12/21/12	\$23.11
MORENO VALLEY COLLEGE				
NORCO COLLEGE				
Henderson, Anthony	Custodian	Facilities	12/12/12-06/30/13	\$15.45
Julius, Jeffrey	Laboratory Technician II	Mathematics & Sciences	11/26/12-06/30/13	\$26.74
Miller, James	Custodian	Facilities	12/12/12-06/30/13	\$15.45
RIVERSIDE CITY COLLEGE				
Munroe, Carol	Cosmetology Operations Assistant	Cosmetology	11/16/12-12/20/12	\$18.51

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
Earl, Christopher	Special Project Employee	Economic Development	11/26/12-06/30/13	0.00*
Morales, Tera	Interpreter II	DSP&S	12/11/12-06/30/13	\$28.00
Turley-Trejo, Lanae	Interpreter Apprentice	DSP&S	12/11/12-06/30/13	\$11.00
<b>MORENO VALLEY COLLEGE</b>				
(None)				
<b>NORCO COLLEGE</b>				
BagleyPark, Ji	Tutor IV	TRiO Programs	01/03/13-06/30/13	\$10.00
Hermenegildo, Elena	Grant Facilitator	Upward Bound (TRiO)	01/02/13-06/30/13	\$40.00
<b>RIVERSIDE CITY COLLEGE</b>				
Chisholm, Keith	Stage Tech IV	Performance Riverside	01/02/13-06/30/13	\$10.65
Fawcett, Rachelle	Web Accessibility Tech	Athletics	01/02/13-06/30/13	\$12.00
Jafar, Aliya	Tutor IV	TRiO Programs	01/07/13-06/30/13	\$10.00
Komori, Hiroko	Interpreter III	Performing Arts	10/25/12-10/28/12	\$27.00
Morales, Tera	Interpreter I	Performing Arts	10/25/12-10/28/12	\$18.00

\*The amount paid for a Special Projects Employee is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments

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

Backup Other Personnel  
December 11, 2012  
Page 1 of 2

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<u>DISTRICT FUNDS</u>				
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
Lopez, Jasmine	Student Aide I	Career and Tech Educ.	11/16/12	\$ 8.00
MORENO VALLEY COLLEGE				
Reyes, Nestor	Student Aide II	Tutorial Services	08/24/12	\$ 9.00
De La Cruz, Jazmine	Student Aide I	Tutorial Services	08/09/12	\$ 8.75
Le, Thu	Student Aide II	Tutorial Services	08/24/12	\$ 9.00
Boerum, Andrea	Student Aide III	Tutorial Services	*7/26/12	\$ 11.00
Wang, Guannan	Student Aide I	Tutorial Services	08/09/12	\$ 8.75
Tarula Jr., Justo	Student Aide II	Tutorial Services	09/07/12	\$ 9.25
Belmonte, Manuel	Student Aide II	Math Lab	08/09/12	\$ 9.25
Erebholo, Anneliese	Student Aide II	Financial Aid	10/02/12	\$ 9.00
Correa, Maria	Student Aide II	Calworks	11/16/12	\$ 9.00
Johnson, Ronald	Student Aide V	Student Activities	10/05/12	\$ 12.50
Palomo, Cecilia	Student Aide I	Counseling	07/10/12	\$ 9.00
Iglesias Gomez, Maria	Student Aide I	Early Childhood Educ.	10/04/12	\$ 9.00
Brown, Harvey	Student Aide I	Food Services	11/19/12	\$ 8.00
Hadley, Jamie	Student Aide I	Tutorial Services	10/16/12	\$ 9.00
RIVERSIDE CITY COLLEGE				
Gullett, Luke	Student Aide I	Food Services	11/13/12	\$ 8.00
Iwais, Diana	Student Aide V	Academic Support	11/16/12	\$ 12.00
Heredia, Alejandra	Student Aide V	Academic Support	11/16/12	\$ 12.00
McCarver, Garrett	Student Aide II	Applied Tech / FTV	11/16/12	\$ 10.00
<u>CATEGORICAL FUNDS</u>				
COMMUNITY SERVICE PROGRAM				
Cruz, Melissa	Student Aide II	UCR Museum of Photography - RIV	11/14/12	\$ 9.00
Tapia, Alejandro	Student Aide II	UCR Museum of Photography - RIV	11/16/12	\$ 9.00
MORENO VALLEY COLLEGE				
Lartigue, Reishiaena	Student Aide I	*Facilities	07/09/12	\$ 11.00
Russo, Krystal	Student Aide II	Student Activities	10/05/12	\$ 10.00
Dimassimo, Ryan	Student Aide II	Middle College H.S.	11/16/12	\$ 9.00
Street, Tamika	Student Aide II	Financial Aid	10/05/12	\$ 9.00

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

Backup Other Personnel  
 December 11, 2012  
 Page 2 of 2

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE (continued)				
Williams, Brandon	Student Aide II	Student Activities	10/05/12	\$ 9.00
Hardin, Cosntance	Student Aide IV	Student Activities	11/20/12	\$ 12.00
Munoz, Shantal	Student Aide I	Counseling	*10/02/12	\$ 8.00
Stanfield, Carmen	Student Aide I	Assessment Center	*09/04/12	\$ 8.25
		Public Service / Human		
McEnnis, Ebony	Student Aide IV	Services	09/25/12	\$ 11.00
Ochoa, Maribel	Student Aide II	STEM Program	11/30/12	\$ 9.00



## Agenda Item (VI-B-1)

Meeting	12/11/2012 - 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 \$15,985,240 and District Warrant Claims totaling \$3,480,087.

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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 \$15,985,240 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 201321 – 202105) totaling \$3,480,087 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:

[12112012\\_Purchase Order and Warrant Report \(November\)](#)

Report of Purchases-All District Resources  
 Purchases Over \$81,000  
 11/01/12 thru 11/25/12

PO#	Department	Vendor	Description	Amount
C0004066	Facilities Planning & Design	Daniel's Electrical Construction Co., Inc.	District-Wide ADA Transition Plan Bid Award	\$ 209,000
C0004067	Facilities Planning & Design	Inland Building Construction Companies, Inc.	District-Wide ADA Transition Plan Bid Award	399,900
C0004068	Facilities Planning & Design	JBH Structural Concrete, Inc	District-Wide ADA Transition Plan Bid Award	232,000
C0004071	Facilities Planning & Design	Inland Building Construction Companies, Inc.	District-Wide ADA Transition Plan Bid Award	276,100
C0004073	Facilities Planning & Design	Pro-Craft Plumbing Company, Inc	District-Wide ADA Transition Plan Bid Award	160,000
C0004078	Facilities Planning & Design	UTC Power Corporation	Norco Fuel Cell Project and Maintenance Agreement	13,339,613
Additions to Approved/Ratify Purchase Orders of \$81,000 and Over				
C0002124	Academy / Criminal Services	Riverside County Fire Department	Professional Services	160,000
			Total	<u>\$ 14,776,613</u>
All Purchase Orders, Contracts, and Additions for the Period 11/01/12 - 11/25/12				
			Contracts- C4049 - C4081	593,188
			Contract Additions- C2124 - C4025	
			Purchase Orders- P35461 - P35641	573,977
			Purchase Order Additions- P33926 - P35212	
			Blanket Purchase Orders- B10960 - B10974	41,462
			Blanket Purchase Orders Additions- B9948 - B10888	
			Total	<u>\$ 1,208,627</u>
			Grand Total	<u><u>\$ 15,985,240</u></u>



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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-2-a)
Subject	Budget Adjustments
College/District	District
Funding	Various Resources
Recommended Action	It is recommend 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 under budgeted. 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:

[12112012\\_Budget Adjustments](#)

## Budget Adjustments December 11, 2012

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to purchase a printer.		
From: VP, Business Services	Administrative Contingency	\$ 302
To: VP, Business Services	Equipment	\$ 302
R2. Transfer to provide for a guest artist.		
From: Performing Arts - Music	Instructional Supplies	\$ 542
To: Performing Arts – Music	Professional Services	\$ 542
R3. Transfer to purchase a computer and a subscription.		
From: VP, Academic Affairs	Administrative Contingency	\$ 2,908
To: VP, Academic Affairs	Equipment	\$ 2,559
Dean of Instruction	Periodicals/Magazines	349
R4. Transfer to purchase computers.		
From: Library	Repairs	\$ 17,628
To: Library	Equipment	\$ 17,628
R5. Transfer to purchase instructional supplies and provide for copying and printing.		
From: Career & Technical Education	Administrative Contingency	\$ 304
To: Applied Tech - HVAC	Instructional Supplies	\$ 116
Applied Tech – Automotive Tech	Copying and Printing	188



<u>Program</u>	<u>Account</u>	<u>Amount</u>
R6. Transfer to provide for student help.		
From: English & Media Studies	Temporary Services	\$ 3,580
To: English & Media Studies	Student Help - Instructional Employee Benefits	\$ 3,500 80
R7. Transfer to purchase computers. (Fund 12, Resource 1190)		
From: SSS TRIO - Riverside	Instructional Supplies	\$ 3,000
To: SSS TRIO - Riverside	Equipment	\$ 3,000
R8. Transfer to provide for special projects. (Fund 12, Resource 1190).		
From: Pathways to Excellence	Supplies	\$ 126,929
To: Pathways to Excellence	Academic Special Project Employee Benefits	\$ 112,235 14,694
R9. Transfer to reallocate the Riverside Co. Post-Emancipation grant budget. (Fund 12, Resource 1190)		
From: Riverside Co. Post-Emancipation	Supplies Transportation/ Bus Passes	\$ 600 305
To: Riverside Co. Post-Emancipation	Other Services	\$ 905
R10. Transfer to provide for safety testing.		
From: Pool Services	Maintenance Supplies	\$ 15,000
To: Campus Safety	Other Services	\$ 15,000

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R11. Transfer to purchase instructional supplies.		
From: Other Communications	Comp Software Maint/Lic	\$ 6,715
To: Other Communications	Instructional Supplies	\$ 6,715
R12. Transfer to provide for short-term temporary help. (Fund 12, Resource 1190)		
From: Enrollment Growth ADN-RN 11/12	Instructional Supplies	\$ 14,664
To: Enrollment Growth ADN-RN 11/12	Short-Term Temporary Employee Benefits	\$ 13,986 678
R13. Transfer to purchase a printer.		
From: Admissions and Records	Supplies	\$ 216
To: Admissions and Records	Equipment	\$ 216
R14. Transfer to provide for a special project and short-term temporary help.		
From: Sports Information	Other Services	\$ 3,745
To: Sports Information	Academic Special Project Short-Term Temporary	\$ 2,000 1,745
R15. Transfer to purchase supplies and provide for copying and printing.		
From: Student Personnel Administration	Conferences	\$ 400
To: Student Personnel Administration	Supplies Copying and Printing	\$ 200 200

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Norco</u>		
N1. Transfer to provide for postage. (Fund 12, Resource 1190)		
From: CalWorks	Instructional Supplies	\$ 200
To: CalWorks	Postage	\$ 200
N2. Transfer to provide for window tinting.		
From: Business Services	Administrative Contingency	\$ 4,586
To: Facilities	Fixtures & Fixed Equipment	\$ 4,586
N3. Transfer to provide for professional services.		
From: Arts, Humanities & World Languages	Instructional Supplies	\$ 204
To: Arts, Humanities & World Languages	Professional Services	\$ 204
N4. Transfer to provide for memberships and conferences.		
From: Library	Student Help Non-Instr	\$ 535
To: Library	Memberships	\$ 35
	Conferences	500
N5. Transfer to provide for short-term temporary help.		
From: Vice President, Student Services	Mileage	\$ 800
To: Vice President, Student Services	Short-Term Temporary	\$ 800

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N6. Transfer to reallocate the TRIO grant. (Fund 12, Resource 1190)		
From: Student Support Services	Academic PT Non-Instr	\$ 35,115
To: Student Support Services	Classified FT Administrator	\$ 7,399
	Classified FT	15,039
	Classified Perm PT	2,591
	Employee Benefits	10,076
	Governmental Fees	10

Moreno Valley

M1. Transfer to reallocate the Technology Access Project grant budget.  
 (Fund 12, Resource 1190)

From: President	New Equipment	\$ 22,817
	New Computer Equipment	9,500
To: President	Short Term Temporary	\$ 25,000
	Employee Benefits	3,600
	Instructional Supplies	400
	Food	2,000
	Comp Software Maint/Lic	1,317

M2. Transfer to reallocate the Title V – Answering the Call grant. (Fund 12, Resource 1190)

From: President	Instructional Supplies	\$ 12,899
	Supplies	20,000
	Consultants	3,750
	Professional Services	20,000
	Mileage	20,000
	Conferences	30,000
	Other Services	10,000
To: President	Academic FT Non-Instr	\$ 33,075
	Classified FT	56,074
	Employee Benefits	27,500

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>District Office and District Support Services</u>		
D1. Transfer to provide for training services. (Fund 12, Resource 1190)		
From: Customized Solutions	Supplies	\$ 500
To: Customized Solutions	Other	\$ 500
D2. Transfer to provide for classified overtime.		
From: Strategic Communications	Consulting	\$ 1,260
To: Learning Resource Center - Riverside	Classified Overtime	\$ 1,260
D3. Transfer to provide for permanent part-time employee benefits. (Fund 12, Resource 1190)		
From: Career & Technical Education	Student Help – Non-Instr	\$ 13,425
To: Career & Technical Education–Norco	Employee Benefits	\$ 13,425



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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-a)
Subject	Bid Awards for the Norco College Infrastructure Project - Central Plant – Trade Categories 3 and 4
College/District	Norco
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees award the Norco College Infrastructure Project - Central Plant – Trade Categories 3 and 4, for the total bid amount of \$788,113 to the contractors listed on the attached and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements.

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### Background Narrative:

On September 25 and September 27, 2012, the District received bids in response to an Invitation for Bid solicitation for the Norco College Infrastructure Project - Central Plant. See the attached Lowest Responsive and Responsible Bidder list summary and the related detailed list of Bid results.

References for all listed contractors were checked by District staff and found to be satisfactory.

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

### Attachments:

[12112012\\_NC Central Plant Bidder Summary and Results](#)

**Lowest Responsive and Responsible Bidders  
Norco College Infrastructure Project - Central Plant  
Trade Categories 3 and 4**

<b><u>Trade Category</u></b>	<b><u>Company Name</u></b>	<b><u>Business Location</u></b>	<b><u>Total Bid Amount</u></b>
03 - Mechanical	Couts Heating & Cooling, Inc.	Corona	\$737,245
04 – Electrical	Espinoza Electric dba Quality Light and Electrical	Bloomington	<u>50,868</u>
		Total	<b><u>\$788,113</u></b>



**Bid Results**  
**Norco College Infrastructure Project - Central Plant**  
**Bid Opening: September 25 and 27, 2012**

<b>Bid No. 2012/13-19 - Trade Category #03 - Mechanical</b>		
<b>Prime Contractor</b>	<b>City</b>	<b>Base Bid +/- Alternates</b>
Couts Heating & Air Cooling, Inc.	Corona	\$653,000 + 14,985 + 69,260 = \$737,245
ACH Mechanical Contractors, Inc.	Redlands	\$831,000 + 6,200 + 83,000 = \$920,200
Los Angeles Air Conditioning, Inc.	La Verne	\$952,000 + 15,000 + 0 = \$967,000
<b>Bid No. 2012/13-20 - Trade Category #04 - Electrical</b>		
<b>Prime Contractor</b>	<b>City</b>	<b>Base Bid</b>
Espinoza Electric dba Quality Light and Electrical	Bloomington	\$ 50,868
Daniels Electrical Construction Co. Inc.	Fontana	\$ 58,000
Enterprise Electric Datacom	Temecula	\$ 59,700
The Mike Cox Electric, Inc.	San Bernardino	\$ 64,500
Conti	Signal Hill	\$ 79,998
WB Walton Electric	Beaumont	\$ 84,900





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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-b)
Subject	Bid Award for the Moreno Valley College Central Plant Improvement Project
College/District	Moreno Valley
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees award Bid Number 2012/13-27 - Moreno Valley College Central Plant Improvement Project, in the total amount of \$574,734 to Air-Ex Air Conditioning, Inc., and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

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### Background Narrative:

On November 27 2012, the District received bids in response to an Invitation for Bid solicitation for the Moreno Valley College Central Plant Improvement Project to replace four existing boilers, as well as installation of one air-cooled chiller, including pumps, electric and concrete. See the attached Lowest Responsive and Responsible Bidder list summary.

References for Air-Ex Air Conditioning, Inc. were checked by District staff and found to be satisfactory.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Bart Doering, Director, Construction  
Majd Askar, Purchasing Manager

### Attachments:

[12112012\\_MVC Central Plant Improvement Bidder Summary](#)

**Lowest Responsive and Responsible Bidders  
Moreno Valley College  
Central Plant Improvement Project**

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>	<u>+Alt. #1</u>	<u>+ Alt #2</u>	<u>Total Bid Amount</u>
Air-Ex Air Conditioning, Inc.	Pomona	\$540,000	\$434	\$7,000	\$547,434
Plumbing, Piping & Const.	Cypress	\$569,650	\$4,150	\$17,857	\$591,657
ACCO Engineered Systems	Costa Mesa	\$584,725	\$14,480	\$22,618	\$621,823
FEC Electric	Redlands	\$851,000	\$5,755	\$41,695	\$898,450



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

Meeting	12/11/2012 - 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 \$593,188.

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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:

[12112012\\_Contracts & Agreements Less than \\$81,000 \(November\)](#)

Contracts and Agreements Report-All District Resources  
\$81,000 and Under  
11/01/12 thru 11/25/12

PO#	Department	Vendor	Location	Description	Amount
C0004049	President - Moreno Valley Campus	Ayres Hotel	Moreno Valley	Meeting Expenses	\$ 1,208
C0004050	Facilities - Norco	Orkin, Inc.	Colton	Pest Control Services	450
C0004051	Facilities Planning & Design	Padilla & Associates, Inc	Santa Ana	PLA/District-Wide Infrastructure Project	37,956
C0004052	Facilities Planning & Design	Padilla & Associates, Inc	Santa Ana	PLA/ADA Transition Plan	40,664
C0004053	Counseling - Riverside	A & H Rents	Riverside	Rents & Leases	600
C0004054	Facilities Planning & Design	Inland Inspections & Consulting	Riverside	DSA Inspection	73,660
C0004055	Facilities Planning & Design	River City Testing	Riverside	DSA Testing & Inspection	20,467
C0004056	Facilities Planning & Design	Fischer Inc	San Bernardino	MVC Mechanical Upgrade Project Bid Award	48,500
C0004057	Accounting Services	Ahern, Adcock, Devlin, LLP	Riverside	Audit	47,125
C0004058	Community Ed & Senior Citizen Education	California Mind Institute	Corona	Professional Services	4,500
C0004059	Community Ed & Senior Citizen Education	Edwards, Nancy F.	Riverside	Professional Services	1,500
C0004060	Facilities Planning & Design	Padilla & Associates, Inc	Santa Ana	PLA/Stem Center Renovation Project	11,829
C0004061	Workforce Preparation	Shred-It	Riverside	Professional Services	2100
C0004062	Information Services	PHSI-Pure Water Finance	Vernon Hills, IL	Rents & Leases	2,289
C0004063	Facilities Planning & Design	Higginson+Cartozian Architects, Inc	Redlands	Architect's Fees	15,300
C0004064	Facilities Planning & Design	Higginson+Cartozian Architects, Inc	Redlands	Architect's Fees	78,800
C0004065	Board of Trustees	Vicenti, Lloyd & Stutzman, LLP	Glendora	Audit	54,200
C0004069	Community & Economic Development	Gonzalez, Rodolfo	Moreno Valley	Professional Services	401
C0004070	Workforce Preparation	Mendoza, Carlos	Moreno Valley	Professional Services	360
C0004072	Business Operations - Riverside	Card Integrators	Los Alamitos	Computer Software Maint/Lic	1,290
C0004074	Community Ed & Senior Citizen Education	Belief Change Systems, Inc.	Palm Desert	Professional Services	2,400
C0004075	Community Ed & Senior Citizen Education	Integrated Financial Solutions	Fremont	Professional Services	4,000
C0004076	Community Ed & Senior Citizen Education	Ingram, Mark	San Pedro	Professional Services	1,600
C0004077	Open Campus	Acorn Technology Corporation	Riverside	Fees	120
C0004079	Student Services - Riverside	Card Integrators	Los Alamitos	Computer Software Maint/Lic	15,888
C0004080	Community & Economic Development	R Davis Consulting	Huntington Beach	Consultants	10,000
C0004081	Health Services - Riverside	Shultz, Kimberly	Carlsbad	Consultants	3,000
N/A	Nursing	Walden University	Minneapolis, MN	Faculty to serve as preceptor for BSN/MSN	No Cost
Additions to Approved/Ratify Contracts of \$81,000 and Under					
C0002831	Information Services	US Bank	St. Louis, MO	Rents & Leases	3,924
C0003593	Institutional Effectiveness	Lifesigns, Inc.	Los Angeles	Professional Services	600
C0003606	Community & Economic Development	SJG, Inc	Yucaipa	Professional Services	500
C0003628	Community Ed & Senior Citizen Education	Koba, Rosalia	Laguna Nigel	Professional Services	4,000
C0003630	Community Ed & Senior Citizen Education	Rounds, Miller and Associates	Rancho Palos Verdes	Professional Services	1,000
C0003641	Community Ed & Senior Citizen Education	McDonald, Victoria	Yorba Linda	Professional Services	200
C0003642	Community Ed & Senior Citizen Education	National Capital Funding	Laguna Beach	Professional Services	1,000
C0003660	Community Ed & Senior Citizen Education	Youngerman, Stephen	Riverside	Professional Services	2,000
C0003678	Community Ed & Senior Citizen Education	Bowman, Gary	Corona	Professional Services	1,000
C0003786	Human Resources & Diversity	Orange County Foundation	Orange	Insurance	65,697
C0003825	Facilities Planning & Design	Performance Electric	Apple Valley	Moreno Valley Phase III	3,285
C0003850	Community Ed & Senior Citizen Education	Trust Auto Sales	Wildomar	Professional Services	1,000
C0003899	Board of Trustees	Gresham Savage Nolan & Tilden, APC	San Bernardino	Legal	25,000

Contracts and Agreements Report-All District Resources  
 \$81,000 and Under  
 11/01/12 thru 11/25/12

PO#	Department	Vendor	Location	Description	Amount
C0003913	Community & Economic Development	Kasetty, Rajan B	Riverside	Consultants	975
C0004001	Community Ed & Senior Citizen Education	Education To Go	Temecula	Professional Services	2,000
C0004025	Workforce Preparation	Victoriano, Eutimio Jesse	Moreno Valley	Professional Services	800
N/A	Workforce Preparation	Riverside County Department of Public Social Services	Riverside	Amend #3, revises budget	No Cost
N/A	Workforce Preparation	Riverside County Department of Public Social Services	Riverside	Amend #4, extends term	No Cost
N/A	Workforce Preparation	California Community Colleges Chancellor's Office	Sacramento	Amend #1, extends term	No Cost
				Total	<u>\$ 593,188</u>



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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Renewal of the Blackboard, Inc., Agreement - Open Campus
College/District	District
Funding	11 AJO 1000 0 6010 7000 5790
Recommended Action	It is recommended that the Board of Trustees approve the renewal agreement with Blackboard, Inc., for the purchase of dedicated five-year hosting, licensing and maintenance for \$837,241 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

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### Background Narrative:

Presented for the Board's review and consideration is an extension agreement with Blackboard Inc. to purchase dedicated hosting, licensing, and maintenance using Blackboard's Learn 9.1 software, a learning management system (LMS), for Open Campus online-based distributed courses. The agreement for a combination package of software and hardware will provide Open Campus with 24/7 course management and maintenance, including updates by Blackboard for efficient integration with Datatel allowing for the downloading of student rosters into Blackboard course shells. This integration helps provide a critical component of the online program. Currently, there are over 360 distinct courses approved for online-based delivery in hybrid and fully online formats. This includes over 700 sections of online-based courses (online, hybrid and web-enhanced) which serve over 16,000 individual students and 350 faculty per term. The term of the licensing and hosting extension agreement is for five years from July 1, 2013 to June 30, 2018. Through an agreement with the California Community College Foundation, there is a discounted cost of dedicated hosting and licensing which is \$161,977 for the first two years – an \$8,000 decrease from current year based on Blackboard reducing the "seat" increment cost by 23 percent due to the District's current budget challenges - with a three percent annual increase for the last three years - \$166,446, \$171,050 and 175,791 respectively – for a total five year cost of \$837,241. The three percent annual increase is half of the annual price increase that is typical for Blackboard agreements. The Board originally approved the use of Learn 9.1 for online-based courses in December 2010 following an open and thorough process that began in 2008 that was conducted by the District Academic Senate's Online Advisory group and Open Campus. The District Senate's Online Advisory group reported to the District Academic Senate on November 26, 2012, that Learn 9.1 is working well. The District Academic Senate and all three College Senates have endorsed the continued use of Learn 9.1

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Sylvia Thomas, Associate Vice Chancellor, Educational Services  
Glen Brady, Director, Distance Education/Open Campus

### Attachments:

[Blackboard Agreement Attachment 12 11 12.pdf](#)



**RENEWAL AMENDMENT  
TO THE LICENSE AND SERVICE AGREEMENT SOFTWARE SCHEDULE(S)  
BETWEEN BLACKBOARD INC. AND RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Renewal Amendment between Blackboard Inc. (“Blackboard”) and Riverside Community College District (“Customer”) pursuant to the License and Services Agreement Software Schedule(s), which are addenda to Customer’s Master Terms dated June 25, 2008 (collectively the “Agreement”) is entered into as of the last signature date below (“Amendment”).

The purpose of this Amendment is to extend the Term of the Agreement for an additional five (5) years.

The parties hereby agree to the following terms regarding the use of the Blackboard Software by Customer:

1. Blackboard and Customer wish to lock in Software pricing for a period of up to five (5) years at annual fees as indicated in the table below and made effective for Renewal Terms beginning July 2013 through June 2018.

PRODUCT ID	LICENSED PRODUCT(S)	Renewal Term 7/1/2013- 6/30/2014	Renewal Term 7/1/2014- 6/30/2015	Renewal Term 7/1/2015- 6/30/2016	Renewal Term 7/1/2016- 6/30/2017	Renewal Term 7/1/2017- 6/30/2018
AS-ASPDSU-HENA	HST ADDL SVC HENA	\$27,500	\$27,500	\$28,325	\$29,175	\$30,050
AS-LS-HENA04	COURSE DELIV HENA 8-15K	\$48,377	\$48,377	\$49,828	\$51,323	\$52,863
AS-ASPLS-HENA06	HOSTING CD HENA < 8K	\$73,100	\$73,100	\$75,293	\$77,552	\$79,878
AS-ASPTEST	HOSTING TEST	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000
AS-ASPSSL	HOSTING SSL	\$0	\$0	\$0	\$0	\$0
	<b>Renewal Totals:</b>	\$161,977	\$161,977	\$166,446	\$171,050	\$175,791

\*Unless otherwise indicated in Customer’s Software Schedule(s), payment of annual license fees shall be due and payable net 30 from the start of each term.

2. It is understood and agreed to by the parties that the five (5) year pricing visibility is contingent upon Customer’s user band tier and commitment to the five (5) Renewal Terms outlined above.
3. Thereafter, Customer’s pricing shall be pursuant to Blackboard’s then current annual pricing.

**All other terms and conditions remain in full force and effect.**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date hereof.

**BLACKBOARD**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Tess Frazier, Vice President

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date:

Date:



## Agenda Item (VI-B-7)

Meeting	12/11/2012 - 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  
Linda Martinez,

### Attachments:

[121112\\_Out of State Travel](#)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

December 11, 2012

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

Retroactive:

- 1) Mr. Kevin Fleming, associate dean, career and technical education, Norco College, to travel to Washington, D.C., October 24 – 26, 2012, to attend the 2012 National Science Foundation's ATE Principal Investigators Conference. Estimated cost: \$1,555.00. Funding source: National Science Foundation Supply Chain Tech Education Grant funds. (The travel request was not submitted in time for the September Board meeting. Therefore, this travel request could not be included the September Board report.)
- 2) Mr. George Walters, project manager, career and technical education, Norco College, to travel to Washington, D.C., October 24 – 26, 2012, to attend the 2012 National Science Foundation's ATE Principal Investigators Conference. Estimated cost: \$1,022.76. Funding source: National Science Foundation Supply Chain Tech Education Grant funds. (The travel request was not submitted in time for the September Board meeting. Therefore, this travel request could not be included on the September Board report.)

Revision:

None.

Current:

*Moreno Valley College:*

None.

*Norco College:*

- 1) Mr. Andres Elizalde, associate professor, English communications, to travel to Denver, Colorado, February 27 – March 2, 2013, to attend the National Association of Developmental Education Conference. Estimated cost: \$1,612.00. Funding source: Basic Skills (Norco) Grant funds.
- 2) Dr. Sheryl Tschetter, assistant professor, communications, to travel to Las Vegas, Nevada, March 13 – 16, 2013, to attend the College Composition and Communication Conference. There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

December 11, 2012

*Riverside City College:*

- 1) Ms. Jill Marks, project director, workforce and resource development, to travel to Portland, Oregon, February 25 – 28 2013, to attend the 2013 Gateway to College Director's Conference and Leadership Team Meeting. Estimated cost: \$1,112.20. There is no cost to the District. All travel costs paid by Gateway to College Network.
- 2) Mr. Charlie Richard, music professor, performing arts, to travel to Greeley, Colorado, April 18 – 21, 2013, to accompany twenty-seven (27) students participating in the Jazz Festival at the University of Northern Colorado. Estimated cost: \$15,700.00. Funding source: \$7,850.00 from the ASRCC fund and \$7,850.00 from the Matching RCC Fund.

*Riverside Community College District:*

None.



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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Signature Authorization
College/District	District
Funding	N/A
Recommended Action	It is recommend that the Board of Trustees authorize each Trustee and the listing of District administrators on the attached to sign vendor warrant orders, salary payment orders, notices of employment, bank checks, purchase orders, and grant documents.

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### Background Narrative:

Education Code Sections 81655, 85232 and 85233 specify that authorization can be given to designated District administrators to sign orders drawn on District funds and notices of employment. Attached is the Certification of Signatures form required to be filed with the Riverside County Office of Education to certify the authorization.

In addition, to properly manage the District's banking activities, purchasing operations and Federal, State and locally funded grant programs, designated administrators can be authorized to sign bank checks, purchase orders, and grant documents.

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

### Attachments:

[12112012\\_Signature Authorization](#)

## **SIGNATURE AUTHORIZATION**

### **DECEMBER 11, 2012**

It is recommended that the Board of Trustees authorize each Trustee and the following District administrators to sign vendor warrant orders, salary payment orders, notices of employment, bank checks, purchase orders, and grant documents:

Gregory W. Gray	Chancellor
James L. Buysse	Vice Chancellor, Administration and Finance
Reza Maghroori	Provost/Vice Chancellor, Educational Services
Melissa Kane	Vice Chancellor, Diversity and Human Resources
Aaron S. Brown	Associate Vice Chancellor, Finance
Bill J. Bogle, Jr.	Controller

It is recommended that the Board of Trustees authorize the following District administrators to sign the listed documents:

Orin L. Williams Associate Vice Chancellor, Facilities Planning and Development	Change Orders
Arturo Alcaraz Director, Diversity and Human Resources	Self-Insurance Funds and Section 125 Plan – Wire Transfer Documents
Khaled Khalil Payroll Manager	Salary Payment Orders, Notices of Employment, Vendor Warrant Orders, and Purchase Orders
Majd Askar Purchasing Manager	Purchase Orders
John Tillquist Associate Vice Chancellor, Economic Development	Customized Solutions and Community Education Professional Services Agreements



Division of Administration and Business Services  
District Fiscal Services

**County Use Only:**

Date Received: \_\_\_\_\_  
Approved By: \_\_\_\_\_

# Certification of Signatures

District: Riverside Community College District Date of Meeting: December 11, 2012

Please Check:  Newly Elected Governing Board  Addition in Column(s) \_\_\_\_\_  Replacement in Column(s) \_\_\_\_\_

Column I <i>Signatures of Members of the Governing Board</i>	Column II <i>Signatures of Personnel Authorized to Sign Warrant Orders and Orders for Salary Payments*</i>	Column III <i>Signatures of Personnel Authorized to Sign Notices of Employment</i>
President of the Board		
Clerk or Vice President of the Board		
Member of the Board		
Member of the Board		
Member of the Board		

*\*If the board has given special instructions for signing Warrant Orders, Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.*

Number of signatures district requires for:  Orders of Salary Payments : 1  "B" Warrant Orders: 1

I, \_\_\_\_\_, Clerk/Secretary of the Board of Trustees certify that the signatures shown below in Column I are the verified signatures of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633, 44843, 85232, and 85233. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board. Attached is the board agenda authorizing the following signatures:

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



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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-b)
Subject	Destruction of Records
College/District	District
Funding	General Funds
Recommended Action	It is recommended that the Board of Trustees approve the destruction of the records on the attached listing.

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### Background Narrative:

All records which have been held for the required retention periods and any permanent records which have been classified as Class 3 after having been held for the required retention period may be destroyed as per Title 5, Section 59020 et seq., of the California Administrative Code. Class 3 - Disposable Records are defined as any record archived for 3 years after July 1 of that fiscal year. These include records basic to audit; relating to attendance; full-time equivalent students; or a business or financial transaction (purchase orders; invoices, warrants, ledger sheets, canceled checks and stubs, student body and cafeteria fund records, etc.); detailed records used in the preparation of reports and; periodic reports, such as daily, weekly and monthly reports, bulletins and instructions. Board Policy 3310 establishes and gives authorization for destruction of records and Administrative Procedure 3310 establishes the procedures for destruction of records.

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

### Attachments:

[12112012\\_Destruction of Records](#)

Container Number	Description	Destroy Date
C0100157571	STUDENT ACCTS 2007 DEFERMENTS, 2007 COTOP REPORTS 2007-STOP PAYMENT REQUESTS, CREDIT CARD RECEIPT- DATES 10/1-12/24/07	1/31/11
C0100157596	1 SPG '07 -APP, FAL'07-SEP PRIORITY REG SPG '07-CONT APP BOOK VOUCHES	1/1/11
C0100210829	2006-2008 DISTRICT INSURANCE INVOICES	7/30/11
C0100157600	STUDENT ACCTS MANUAL REFUNDS CREDIT CARDS & CHECKS JAN-DEC 2007	1/31/11
C0100210826	2007-2008 COMMUNITY ED - CASH & BANKCARD	7/31/11
C0100210837	STUDENT BILLING ACCOUNTS-SPONSORED BILLING	7/31/11
C0100210838	2007-2008 STUDENT ACCOUNTS - REFUNDS RUNS	7/31/11
C0100230337	2007-2008 CULINARY SALES	7/31/11
C0100230338	2007-2008 DISTRICT INVOICES A-P	7/31/11
C0100230340	2007-2008 DISTRICT RECEIPTS, FD SERV CASH COUNTS	7/31/11
C0100230341	2007-2008 - DENTAL HYGIENE, CHILD CARE, PARK REQS	7/31/11
C0100230350	2007-2008 PARKING METERED, GUIDANCE TEST, HEALTH FEES, INTERNATIONAL STUDENTS	7/31/11
C0100230351	2007-2008 THEATER CREDIT CARDS & VOID TICKETS	7/31/11
C0100230332	2007-2008- ASRCC- ACCOUNTS PAYABLE A-G	7/31/11
C0100230333	2007-2008 - ASRCC - ACCOUNTS PAYABLE	7/31/11
C0100230339	2007-2008 DISTRICT INVOICES Q-Z	7/31/11
C0100230334	2007-2008 -ASRCC- ACCOUNTS PAYABLE R-Z	7/31/11
C0100210821	APRIL 07- JAN 2008 AUX BUS SERV - BANKCARD RECONCILIATIONS	7/31/11
C0100210831	FOOD SERVICES - REGISTER TAPES	7/31/11
C0100210822	CASHIER SESSIONS & RECONCILIATIONS	7/31/11
C0100210819	JULY-DEC 2007 ASRCC- CASH RECEIPTS	7/31/11
C0100210830	JULY- DEC FOOD SERVICE - CASH COUNT SHEETS	7/31/11
C0100230349	SEPT 07 - FEB 08 - PARKING CITATIONS	7/31/11
C0100210823	CASHIER SESSIONS & RECONCILIATIONS	7/31/11
C0100210832	FOOD SERVICES - REGISTER TAPES	7/31/11
C0100210833	FOOD SERVICE - REGISTER TAPES	7/31/11
C0100210839	JAN - DEC 2008 STUDENT ACCOUNTS CR CARD & CASH RECEIPTS	12/31/11
C0100230342	2007 - FOOD SERVICE CASH COUNTS	7/31/11
C0100210834	01/07/08 - 03/05/08 FOOD SERVICES - REGISTER TAPES	7/31/11
C0100210824	CASHIER SESSIONS & RECONCILIATIONS	7/31/11
C0100254269	ABS BANKCARD RECONCILIATIONS	7/1/11
C0100254303	FOOD SERVICE, REGISTER TAPES, RIVERSIDE MO VAL - NORCO	7/1/11
C0100210820	JAN-JUNE 2008 ASRCC - CASH RECEIPTS	7/31/11

C0100254299	PARKING CITATION PAYMENTS REPORTS	7/1/11
C0100254298	FOOD SERVICES, CASH COUNTS SHEETS, RIVERSIDE MO VAL NORCO	7/1/11
C0100254300	PARKING CITATION PAYMENTS REPORTS	7/1/11
C0100156337	CASHIER SESSIONS & RECONCILIATIONS - SESSIONS 70175 - 72328	7/1/11
C0100254305	FOOD SERVICE, REGISTER TAPES, RIVERSIDE MO VAL - NORCO	7/1/11
C0100254301	PARKING CITATION PAYMENT REPORTS	7/1/11
C0100157581	STUDENT ACCT 2007 FALL AUTOMATED REFUND REPORTS & APPROVAL ORDERS	1/31/11
C0100210840	JAN - DEC 2008 STUDENT ACCOUNTS - MANUAL CK & CR REFUNDS	12/31/11
C0100254287	ASRCC EDD REPORTING, 1998-2006 ASRCC 1099 REPORTING	7/1/11
C0100254297	FOOD SERVICES, REGISTER TAPES, RIV, MOV, NOR	7/1/11
C0100254304	FOOD SERVICES, REGISTER TAPES, RIV, MOV, NOR	7/1/11
C0100230350	CASHIER SESSIONS & RECONCILIATIONS	7/31/11
C0100230362	ASSESSMENT COMMITTEE 3/07 - 7/08, PR 1/07- 6/08, PGASL 9/07-05/08, SPR 07 EVALS & FOLLOWUPS	12/31/11
C0100239429	CERTIFICATED RECRUITMENTS #C-848 TO #C-854	12/31/11
C0100239423	2007-2008 SPECIAL PROJECTS	12/31/11
C0100239427	MEETINGS WORKSHOP, 07-08 PT EVAL LIST	12/31/11
C0100239428	07-08 FLEX INFO	12/31/11
C0100156318	MICROFILMS-ACCOUNTING SERVICES	6/30/10
CCCCC748689	ACCOUNTS PAYABLE FY 02/03 PAYMENTS	7/31/11
CCCCC798148	2001/2002 INVOICES 18 1OF 2	7/31/11
CCCCC798154	UTILITY BILLS 2000-2003	7/31/11
CCCCC860679	ACCOUNTS PAYABLE FY 03-04 WALMART-XYZ MISC.	7/31/11
CCCCC860686	A/P VENDOR HIST. 95-02	7/31/11
C0100154061	ACCOUNTS PAYABLE STALE DATED WARRANT REISSUES 2/03-5/06	7/31/11
C0100154070	ACCOUNTS PAYABLE, WARRANT REGISTER 04/05-05/06	7/31/11
C0100154062	36-08 1099'S 88-94	7/31/11
CCCCC721418	UTILITY BILLS RIVERSIDE, MORENO VALLEY, NORCO 1991-2000	7/31/11
C0100123163	UTILITY BILLS UTILIZATIONS 1/1/93-12/31/02	7/31/11
CCCCC630020	FISCAL OPERATIONS ACCOUNTS PAYABLE WM-WZ-STUDENT REFUNDS 7/1/93-6/30/94	7/31/11
C0100156318	MICROFILMS- ACCOUNTING SERVICES 1/1/94-12/31/00	7/31/11
CCCCC130855	FISCAL OPERATIONS ACCOUNTS PAYABLE BLAKE CONSTRUCTION CHARLES M. 1/1/95-12/31/96	7/31/11
C0100154063	37-08 1099'S 1/1/95-12/31/97	7/31/11
CCCCC461700	PAID INVOICES 1/1/98-12/31/99 AARDVARK-AUDIO GRAP	7/31/11
C0100154066	ACCOUNTS PAYABLE 1099'S 38-08 1/1/98-12/31/01	7/31/11
C0100154069	ACCOUNTS PAYABLE WARRANT REGISTERS 03/04-04-05	7/31/11
CCCCC630008	CANCELLED WARRANTS, REPLACEMENT WARRANTS, REFUNDS 1/1/99-12/31/00	7/31/11
CCCCC701850	ACCOUNTS PAYABLE OFFICE MAS PHASE II SYSTEMS 7/1/00-6/30/01	7/31/11
CCCCC701855	ACCOUNTS PAYABE 7/1/00-6/30-01	7/31/11



CCCCC701856	ACCOUNTS PAYABLE HOME DEPOT	7/31/11
C0100154067	ACCOUNTS PAYABLE VENDOR HISTORY OF PAYMENTS 1/1/02-12/31/03	7/31/11
CCCCC668665	ACCOUNTS PAYABLE FINISH MASG INITIALS 1/1/02-12/31/03	7/31/11
CCCCC668589	ACCOUNTS PAYABLE PAID INVOICES M-RADISSON 7/1/02-6/30-03	7/31/11
CCCCC668590	ACCOUNTS PAYABLE PAID INVOICES MD- OFFICE DEPOT 7/1/02-6/30/03	7/31/11
CCCCC668591	ACCOUNTS PAYABLE PAID INVOICES DJ- FILMS 7/1/02-6/30-03	7/31/11
CCCCC668592	ACCOUNTS PAYABLE PAID INVOICES SPECTRUM-SZ 07/01/02-6/30/30	7/31/11
CCCCC668593	ACCOUNTS PAYABLE PAID INVOICES KAISER-LN 07/01/02-6/30/03	7/31/11
CCCCC668594	ACCOUNTS PAYABLE PAID INVOICES TAMS- UNISOURCE 7/1/02-6/30/03	7/31/11
CCCCC668608	ACCOUNTS PAYABLE PAID INVOICES AACC-AMTECH	7/31/11
CCCCC668609	ACCOUNTS PAYABLE PAID INVOICES ROS-RVSD 7/1/02-6/30/03	7/31/11
C0100123150	ACCOUNTS PAYABLE CN-CN TRAVDYNA-DYNAM 1/1/03-12/31/04	7/31/11
C0100123170	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123171	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123172	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123173	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123178	ACCOUNTS PAYABLE TA-TE MISCVK-VZ MISC. 1/1/03-12/31/04	7/31/11
C0100123180	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123181	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123182	ACCOUNTS PAYABLE BEST MICS. BI-BR MISC 1/1/03-12/31/04	7/31/11
C0100123184	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123185	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123237	ACCOUNTS PAYABLE 1/1/03-12/31/04	7/31/11
C0100123238	ACCOUNTS PAYABLE 1/1/03-12/31/04 INTIALS OFFICE DEPOT	7/31/11
C0100123247	ACCOUNTS PAYABLE 1/1/03-12/31/04 SI-SN MISC T-INITIAL	7/31/11
C0100123248	ACCOUNTS PAYABLE 1/1/03-12/31-04	7/31/11
C0100123250	ACCOUNTS PAYABLE SE-SH MISC SPECTRUM-MI 01/01/03-12/31/04	7/31/11
C0100123259	ACCOUNTS PAYABLE MAC-MC MISC MD-MZ TRAVEL	7/31/11
C0100123260	ACCOUNTS PAYABLE TRAVEL H. INITIAL 01/01/03-12-31-04	7/31/11
C0100123261	ACCOUNTS PAYABLE TRAVEL PU-PZ MICS 1/1/03-12/31/04	7/31/11
C0100123262	ACCOUNTS PAYABLE SIGMA ALDE SPARKLETTS 1/1/03-12-31-04	7/31/11
C0100123269	ACCOUNTS PAYABLE PAID INVOICES FOOD SVCS 1/1/03-12-31-04	7/31/11
C0100123271	ACCOUNTS PAYABLE PAID INVOICES FOOD SVCS 1/1/03-12-31-04	7/31/11
C0100123273	ACCOUNTS PAYABLE OFFICE DEPOT MA-MC MISC OFFICE DEPOT 01/01/03-12-31-04	7/31/11
CCCCC914988	PAYABLES 1/1/03-12-31-04	7/31/11
C0100123177	ACCOUNTS PAYABLE 1/1//03-12-31-05	7/31/11
C0100060127	ACCT PAYABLE PAID INV 1/1/04-12-31/04	7/31/11
C0100063302	ACCOUNTS PAYABLE PAID FILES INITIAL SMAC-MC MISC 01/01/05- 12/31/05	7/31/11
C0100063307	ACCOUNTS PAYABLE PAID FILES 01/01/05-12-31-05	7/31/11
C0100063283	ACCOUNTS PAYABLE PAID FILES 01/01/05-12-31-06	7/31/11

C0100063284	ACCOUNTS PAYABLE PAID FILES RO-RT MISCSBC 01/01/05-12/31/06	7/31/11
C0100063285	ACCOUNTS PAYABLE PAID FILES RHR FITNSI-SN MISC 01/01/05-12-31-06	7/31/11
C0100063286	ACCOUNTS PAYABLE PAID FILES 01/01/05-12/31/06	7/31/11
C0100063287	ACCOUNTS PAYABLE PAID FILES OFFICE DEPOT 01/01/05-12/31/06	7/31/11
C0100063288	ACCOUNTS PAYABLE PAID FILES 01/01/05-12/31/06	7/31/11
C0100063289	ACCOUNTS PAYABLE PAID FILES SE-SH MISC STAPLES 01/01/05-12/31/06	7/31/11
C0100063290	ACCOUNTS PAYABLE PAID FILES 1/1/05-12-31-06	7/31/11
C0100063291	ACCOUNTS PAYABLE PAID FILES NATIONAL MO-OFFOCE DEPOT 01/01/05-12/31/06	7/31/11
C0100063292	ACCOUNTS PAYABLE PAID FILES 1/1/05-12-31-06	7/31/11
C0100063293	ACCOUNTS PAYABLE PAID FILES SQUIRES LUSRHI 1/1/05-12/31-06	7/31/11
C0100063294	ACCOUNTS PAYABLE PAID FILES VERIZON WA-WI 1/1/05-12/31-06	7/31/11
C0100063295	ACCOUNTS PAYABLE PAID FILES MA-MC TRAVNATIONAL PI 1/1/05-12/31/06	7/31/11
C0100063296	ACCOUNTS PAYABLE PAID FILES 1/1/05-12/31/06	7/31/11
C0100063297	ACCOUNTS PAYABLE PAID FILES JUN-SRHI NOV 1/1/05-12/31/06	7/31/11
C0100063298	ACCOUNTS PAYABLE PAID FILES INITIALS VALLEY MISC 1/1/05-12/31/06	7/31/11
C0100063299	ACCOUNTS PAYABLE PAID FILES AA-AH MISC BARNES & NI 1/1/05-12/31/06	7/31/11
C0100063300	ACCOUNTS PAYABLE PAID FILES 1/1/05-12/31/06	7/31/11
C0100063301	ACCOUNTS PAYABLE PAID FILES HERFF JONEHO-HZ MISC	7/31/11
C0100063303	ACCOUNTS PAYABLE PAID FILES TRAVEL AMETCH ELE	7/31/11
C0100063304	ACCOUNTS PAYABLE PAID FILES CI-CO MISC DA-DH TRAV 01/01/05-12/31-06	7/31/11
C0100063305	ACCOUNTS PAYABLE PAID FILES GATEWAY HEMN SCHEI 01/01/05-12/31/06	7/31/11
C0100063306	ACCOUNTS PAYABLE PAID FILES TRAVEL LO-LZ MISC 01/01/05-12/31/06	7/31/11
C0100063308	ACCOUNTS PAYABLE PAID FILES BR TRAVEL CA TOOL WE 01/01/05-12/31/06	7/31/11
C0100063309	ACCOUNTS PAYABLE PAID FILES FAST SIGNS GATEWAY MA 01/01/05-12/31/06	7/31/11
C0100063310	ACCOUNTS PAYABLE PAID FILES 1/1/05-12/31/06	7/31/11
C0100063311	ACCOUNTS PAYABLE PAID FILES 1/1/05-12/31-06	7/31/11
C0100063312	ACCOUNTS PAYABLE PAID FILES BARNES & NOBLE TRAVEL 1/1/05-12/31/06	7/31/11
C0100063313	ACCOUNTS PAYABLE PAID FILES DI-DZ TRAVEN-EZ MISC	7/31/11
C0100063314	ACCOUNTS PAYABLE PAID FILES 1/1/05-12/31/06	7/31/11
C0100154044	PAID INVOICES AND CLOSED PO'S LE-LN MBNA JAN & IN 01/0/06-12/31/06	7/31/11
C0100154026	PAID INVOICES AND CLOSED PO'S 01/01/06-12/31/07	7/31/12
C0100154027	PAID INVOICES AND CLOSED PO'S 01/01/06-12/31/07	7/31/12
C0100154028	PAID INVOICES AND CLOSED PO'S 01/01/06-12/31/07	7/31/12

C0100154029	PAID INVOICES AND CLOSED PO'S 01/01/06-12/31/07	7/31/12
C0100154030	06/07 PAID INVOICES AND CLOSED PO'S BARNES & NOBLE (JULY-NOV) BE-BH MISC.	7/31/12
C0100154031	06/07 PAID INVOICES AND CLOSED PO'S BI-BQ-CALIFORNIA	7/31/12
C0100154032	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154033	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154034	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154035	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154036	06/07 ACCOUNTS PAYABLE PAID INVOICES & CLOSED PO'S DF-DI MISC-FED EX	7/31/12
C0100154037	06/07 ACCOUNTS PAYABLE PAID INVOICES FERGUSON MISC-GAS CO.	7/31/12
C0100154038	06/07 PAID INVOICES AND CLOSED PO'S GATEWAY GF-GP MISC.	7/31/12
C0100154039	06/07 PAID INVOICES PO'S	7/31/12
C0100154040	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154041	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154042	06/07 PAID INVOICES AND CLOSED PO'S JOHN R BYE KAISER	7/31/12
C0100154043	06/07 PAID INVOICES AND CLOSED PO'S KCT CONSULLA-LD MISC.	7/31/12
C0100154045	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154046	06/07 ACCOUNTS PAYABLE PAID INVOICES MD-MN MISC.	7/31/12
C0100154047	06/07 PAID INVOICES AND CLOSED PO'S MD-MN MISC.	7/31/12
C0100154048	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154050	06/07 PAID INVOICES AND CLOSED PO'S PERERA PO-PT MISC.	7/31/12
C0100154051	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154052	06/07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154053	06/07 PAID INVOICES AND CLOSED PO'S RA-RD MISC. SK-TELECON	7/31/12
C0100154054	06/07 PAID INVOICES AND CLOSED PO'S SMART & FISTEINBERG	7/31/12
C0100154055	06/07 PAID INVOICES AND CLOSED PO'S SN- MISC. TERICYCLE	7/31/12
C0100154056	06/07 PAID INVOICES AND CLOSED PO'S SO-SS MISC T-INITIALS	7/31/12
C0100154057	06-07 PAID INVOICES AND CLOSED PO'S	7/31/12
C0100154058	06-07 PAID INVOICES AND CLOSED PO'S VERIZON WA-WG MISC.	7/31/12
C0100154059	06-07 PAID INVOICES AND CLOSED PO'S STUDENT REWH-WP MISC.	7/31/12
C0100157570	STUDENT ACCTS. 2006 FALL-2007 SUMMER, AUTOMATED REFUND REPORTS & REFUND APPROVAL ORDERS	12/31/08
C0100257365	READMIT CONTRACTS - SPRING 2008	8/1/11
C0100257366	READMIT CONTRACTS - FALL 2008	8/1/11
C0100239480	MEAL TICKETS RECEIPTS	1/1/11
C0100239491	BUDGET BOOKS	1/1/11
C0100160950	1 EIP SPRING 2007	1/1/11
C0100160949	2 EOPS SPRING 2007	1/1/11
C0100157679	EOPS - SF FALL '06 BOX 2 OF 3	1/1/11
C0100160948	3 EOPS SPRING 2007	1/1/11
C0100157630	2 EOPS FALL 2005 STUDENT FILES	1/1/11
C0100157669	EOPS- SF FALL 06	1/1/11
C0100157654	EOPS STUDENT FILES FALL '06 CATON 3 OF 3	1/1/11

C0100160946	4 EOPS SPRING, EOPS CONFRENCE, BUDGET 04-05 APPEALS FALL 2007, NO BKS SPG 2008 COMPLETED 07	1/1/11
C0100239488	2008- FALL - APPLICATIONS, 05-06 BUDGET BK	1/1/11
CCCCC721297	ECONOMIC DEVELOPMENT IEEIC GRANT	9/1/06
CCCCC721311	ECONOMIC DEVELOPMENT IEEIC GRANT	9/1/06
CCCCC721331	ECONOMIC DEVELOPMENT IEEIC GRANT	9/1/06
CCCCC668595	WORKER'S COMP BANK RECONCILIATIONS FY 00/01, 01/02, 02/03	6/30/10
C0100123153	ACCOUNTING SVCS RECEIPT BOOKS DISTRICT, CAFETERIA	7/1/11
C0100123176	ACCOUNTING SVCS. RECEIPT BOOKS. ADMISSIONS, CAPS	7/1/11
C0100208763	PURCHASE ORDERS 1988-2006	3/10/11
CCCCC798687	RISK MANAGEMENT DEPARTMENT 98/99 YEAR PAN'S AFLAC ENROLLMENT FORMS, AFLAC FAXED SHEETS	10/31/10
CCCCC798692	RISK MANAGEMENT INS. PAYMENT FOR HEALTH, DENTAL, LIFE AND ALL VOL. PAY INSURANCES	10/31/10
CCCCC798715	98/99 PAYROLL DED. PAYMENTS PAYROLL SHEETS	10/31/10
CCCCC798728	RISK MANAGEMENT REEP 98-01	10/31/11
C0100230367	CERTIFICATED RECRUITMENTS	11/30/11
C0100230368	CERTIFICATED RECRUITMENTS	8/31/11
C0100230369	CERTIFICATED RECRUITMENTS	11/30/11
C0100230373	CERTIFICATED RECRUITMENTS	11/30/11
C0100230377	CERTIFICATED RECRUITMENTS	8/31/11
C0100230380	CERTIFICATED RECRUITMENTS	8/31/11
C0100230381	CERTIFICATED RECRUITMENTS	8/31/11
C0100230383	CERTIFICATED RECRUITMENTS	11/24/11
C0100239424	CERTIFICATED RECRUITMENTS	11/24/11
C0100157573	CLASSIFIED RECRUITMENTS	11/30/11
C0100157590	CLASSIFIED RECRUITMENTS	1/31/11
C0100157580	CLASSIFIED RECRUITMENTS	2/28/11
C0100157582	CLASSIFIED RECRUITMENTS	4/30/11
C0100157593	CLASSIFIED RECRUITMENTS	5/31/11
C0100188250	CLASSIFIED RECRUITMENTS	10/31/11
C0100188249	CLASSIFIED RECRUITMENTS	10/31/11
C0100188255	CLASSIFIED RECRUITMENTS	11/30/11
C0100188254	CLASSIFIED RECRUITMENTS	11/30/11
C0100123236	HR 185 CERTIFICATED RECRUITMENTS □	5/9/11
C0100123233	HR 186 CERTIFICATED RECRUITMENTS □	5/9/11
C0100123231	1 of 2 VTEA SPRING 06	12/31/10
C0100123239	2 OF 2 VTEA SPRING 06	12/31/10
C0100123243	2 OF 2 VTEA FALL 05	12/31/10
C0100123264	1 OF 1 VTEA WINTER 06	12/31/10
C0100123266	1 OF 2 VTEA FALL 2005	12/31/10
CCCCC797869	INTERNATIONAL STUDENT CENTER	12/31/09
CCCCC797876	INTERNATIONAL STUDENT CENTER, STUDENT FILES	12/31/09

CCCCC797892	INTERNATIONAL STUDENT CTR. STUDENT FILES AKC-NAK 2003-2004	12/31/09
CCCCC914907	INTERNATIONAL STUDENT CENTER STUDENT FILES	12/1/10
CCCCC914913	INTERNATIONAL STUDENT CENTER STUDENT FILES	12/31/10
CCCCC914897	INTERNATIONAL STUDENT CENTER STUDENT FILES	12/31/10
CCCCC914923	INTERNATIONAL STUDENT CENTER STUDENT FILES	12/31/10
C0100123251	INTERNATIONAL STUDENT CENTER STUDENT FILES TRANSFER OUT	12/31/11
C0100123253	INTERNATIONAL STUDENT CTR. STUDENT FILES	12/31/11
C0100123267	INTERNATIONAL STUDENTS CENTER STUDENT FILES	12/31/11
C0100123263	10 OCCUPATIONAL EDUCATION INSTITUTIONAL EFFECTIVENESS	6/30/10
C0100123254	11 OCCUPATIONAL EDUCATION INSTITUTIONAL EFFECTIVENESS	6/30/10
C0100157619□	OCC ED #13 MEETING FY 2003-2006 FY 2003-2006	6/30/11
C0100208752□	VTEA TUTORIAL TIME CARDS 04/06	7/31/11
C0100157636	OCC ED #16 TP AND DRC FY 2004-2006	7/1/11
C0100208745	VTEA 05/06	7/31/11
C0100208751	VTEA PROGRAMS/ADMIN BOOK 05/06	7/31/11
C0100239470	GRANT FILES	6/30/10
C0100157616□	OCC ED #10 TP & DRC FY 2005-2006	7/1/11
C0100157617	OCC ED #14 DRC FY 2005-2006	7/1/11
C0100157631	OCC ED #09 VTEA FY 2005-2006	7/1/11
CCCCC086255	FISCAL OPERATIONS BIDS FOR TELEPHONE SYSTEM JULY '94	6/30/00
CCCCC086264	FISCAL OPERATIONS BIDS FOR TELEPHONE SYSTEM 7/94	6/30/00
CCCCC086284	FISCAL OPERATIONS BIDS FOR TELEPHONE SYSTEM 7/94	6/30/05
CCCCC086074	FISCAL SERVICES BIDS COMPUTING HARDWARE 6/95	6/30/01
CCCCC674420	PURCHASING, PURCHASE ORDERS, RECONCILIATIONS	6/30/83
CCCCC674391	D PURCHASING BIDS	6/30/91
C0100240072	FY 1990-2003 CONTRACTS	6/30/09
C0100240070□	FY 1990 - 2003 CONTRACTS	6/30/09
CCCCC721389	6 RCC PURCHASING BIDS	6/30/00
CCCCC674457	4A PURCHASING BIDS	6/30/08
CCCCC721413	7 RCC PURCHASING BIDS	6/30/01
CCCCC461695	24 CLOSED PURCHASE ORDERS 98/99 WARRANT REGISTER 98/99	6/30/05
CCCCC630004	22 CLOSED PURCHASE ORDERS - WARRANTS	6/30/05
CCCCC701852	31 CANCELLED PURCHASE ORDERS	6/30/06
CCCCC260132	OLD-130873	6/30/05
C0100230363	RIV-GENERAL FILES- 2000	9/30/11
C0100160731	2 OF 6 JOB TICKETS	7/31/11
C0100160732	3 OF 6 JOB TICKETS	7/31/11
C0100160733	4 OF 6 JOB TICKETS	7/31/11
C0100160734	5 OF 6 JOB TICKETS	7/31/11
C0100160735	6 OF 6 JOB TICKETS□	7/31/11
C0100160736	1 OF 6 JOB TICKETS□	7/31/11

CCCCC798701	POLICE REPORTS PAYMENTS, ED'S PHONE BILLS, 99/01 MEMBERSHIPS 99 OPEN P.O.'S	7/1/11
CCCCC798689	95/96 WORKER COMP CASES, 97/98 POLICE REPORTS, 97/98 PAYMENTS FOR THEFT LOSS CLOSED LIAB, CASES CORTS 99 SCRMA MONTHY CK REG. 7/98- 6/99	10/1/11
CCCCC798718	PERSONNEL ACTIONS WORK COMP. MONTHLY CHECK RUNS RCCD REPORTS	10/31/11
CCCCC798696	DED SHEETS PAID INSURANCE, INVOICES, RCCD CALL IN PAYMENTS	10/31/11
CCCCC872840	INSURANCE PAYMENTS SCRMA PAYMENTS AND BANK STATEMENTS AFLAC PAYMENTS AND RDA'S RCCD ELIGI REPORTS	10/31/11
CCCCC798707	00/01 PAYROLL DED. SHEETS PAYROLL DED PAYMENT DUE	10/31/11
CCCCC872863	INSURANCE PAYMENTS 01/02 KAISER RCCD PAYMENTS	10/31/11
C0100239463	RIV - 06/07 DEPARTMENT FILES	7/1/11
C0100239469	RIV - 06/07 DEPARTMENT FILES	7/1/11
C0100239464	RIV - 06/07 DEPARTMENT FILES	7/1/11
C0100239466	RIV - 06/07 DESPARTMENT FILES N-S	7/1/11
C0100239465	RIV - 06/07 DEPARTMENT FILES	7/1/11
C0100157675	DEAN OF STUDENTS (NORCO) 04/05 STUDENT SERVICES MTG MINUTES 01 UPWARD BAND	6/30/09
C0100208706	# 6 GRANT CHECKS TRANSMITTALS 9/05 DISB	12/31/11
C0100208770	A-Z 2003-2004 & 2004-2005	6/30/11
C0100208691	# 3 COD RECORDS SFS RIV	12/31/10
C0100157676	2005 TRIO ARCHIVE	6/30/09
C0100208696	# 22 SCHOLARSHIP APPS. RIV	12/31/11
C0100173942	# 16 STMT OF ACCT. SE 06 SPREAD SHEETS, COLLEGE BANK INFO. NON-RESIDENT STOPAYMENT/REISSUE FUND BALANCE REPORTS	12/31/11
C0100173943	# 12 GRANT TRANSMITTAL MAY 06 & JUNE 06 DISB	12/31/11
C0100173958	# 4 BOGW APPS RIVERSIDE	12/31/11
C0100173968	# 15 GRANT TRASMITTALS 10/05 & 11/05	12/31/11
C0100208697	# 14 GRANT TRANSMITTALS 3/31/06 DISB.	12/31/11
C0100208698	# 5 GRANT TRANSMITTALS 06 SUM	12/31/11
C0100208704	# 11 DOWNLOAD REPORTS	12/31/11
C0100208705	13 COD TRANSMITTALS DOWNLOAD REPORTS	12/31/11
C0100208713	# 9 GRANT TRANSMITTALS, 12/05 & 1/06 CHECK REGISTRATION	12/31/11
C0100208715	# 7 AUDIT INFO	12/31/11
C0100208717	# 8 BOGW APPLICATIONS MV & NOR	12/31/11
C0100208719	# 27 SCHOLARSHIP EVAL FORMS	12/31/11
C0100208730	# 10 GPA SUBMISSION CAL GRANT SFS-RIV	12/31/11
C0100208699	# 20 SCHOLARSHIP	12/31/11
C0100292034	PAULA'S PELL FILE A-E SCANNED DOCS. 05-06	6/30/11
C0100208716	# 26 SCHOLARSHIP APPS. RIV	12/31/11
C0100208777	# 19 SCHOLARSHIP TRANSCRIPTS RIV	12/31/11
C0100208782	# 25 SCHOLARSHIP SPSS RIV	12/31/11
C0100208718	# 24 SCHOOLARSHIP APPS RIV	12/31/11
C0100173946	# 23 SCHOLARSHIPS APPS. RIV	12/31/11
C0100208700	# 21 SCHOLARSHIPS APPS RIV	12/31/11
C0100292024	2006 OLD SCHOLARSHIP ACCT. 0 BALANCE A-M	6/30/11



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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-c)
Subject	Surplus Property - Donation
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; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be donated to Kaplan College to meet their technology needs.

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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. The District has determined that the property on the attached list does not exceed the total value of \$5,000 and is requesting the property to be donated to Kaplan College – North Hollywood Campus.

Prepared By: Cynthia Azari, President, Riverside City College  
Charlie Wyckoff, Acting Vice President, Business Services, RCC  
Bill Bogle, Controller  
Sandy Baker, Dean

### Attachments:

[Kaplan College Letter](#)  
[Surplus Property List](#)



Dear Mr. Bogle,

Thank you very much for the response to my Director of Nursing, in regards to the incubator which was donated to your school by Gloria Leifer, RN MA CNE Professor, Pediatric Nursing. Our school currently does not have an incubator and our nursing students will be able to utilize the incubator to learn and perfect their newborn nursery skills. We can take possession of the incubator at a mutually convenient time. We will be more than glad to incur any and all cost involved with the pick-up and transporting of the incubator to our school. I would like to say thank you both to the school, Riverside Community College and to Mrs. Gloria Leifer for this generous donation.

**Joshua Levenson, President**  
**Kaplan College - North Hollywood Campus**  
6180 Laurel Canyon Blvd., Ste101  
North Hollywood, CA 91606  
Tel: 818-754- 6006  
[jlevenson@kaplan.edu](mailto:jlevenson@kaplan.edu)

**Building Futures**

*Integrity - Knowledge - Support - Opportunity - Results*



**Surplus Property - Donation**  
**December 11, 2012**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	Air-Shields	Infant Incubator	C-8	NU0053	N/A

Donate to Kaplan College to provide leaning skills.



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

Meeting	12/11/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-d)
Subject	Surplus Property
College/District	District
Funding	N/A
Recommended Action	It is recommend that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find 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:

[12112012\\_Surplus Property](#)

**Surplus Property  
 Decemberr 11, 2012**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E3100-300	0008696580	011147
1	PRECUSION	INCUBATOR	6LM	601052467	018194
1	DELL	MONITOR	V1528UBP	76873AE39Q84	015485
1	DELL	MONITOR	V1528UBP	76873AE3Q84	015489
1	DELL	CPU	560NP	41SYP	015491
1	DELL	CPU	560NP	41T01	015492
1	DELL	CPU	560NP	41TOR	015493
1	SONY	PROJECTOR	VPL-PX15	S01-00115193	018454
1	SONY	PROJECTOR	VPL-PX15	12465	019187
1	HP	PRINTER	2300N	CNBDB48354	022439
1	GATEWAY	CPU	1500	0023806241	016764
1	GATEWAY	CPU	E4000	0030253998	022357
1	GATEWAY	CPU	E6000	0032128050	022650
1	GATEWAY	CPU	E3100-300	0008696583	011141
1	GATEWAY	CPU	E4200-550	0015652953	014670
1	GATEWAY	MONITOR	FPD1730	MUL7003F0002166	021819
1	GATEWAY	MONITOR	FPD1730	MUL7003F0002128	022358
1	GATEWAY	MONITOR	FPD1730	QS7330600320	022360
1	GATEWAY	CPU	E6100	0032661695	022861
1	GATEWAY	CPU	E6100	0032659524	022875
1	EPSON	PROJECTOR LCD	7000XB	APM0860693	013107
1	SONY	PROJECTOR LCD	VPLV500	13582	020653
1	GATEWAY	CPU	E4200-550	0017019722	014671
1	GATEWAY	CPU	E4400-933	0022460685	016762
1	LAGUN	LATHE METALWORKING	FT1	2934501	005115
1	HARRISON	LATHE METALWORKING	15	93981	005119
1	GATEWAY	CPU	E3100	0007912389	010473
1	GATEWAY	CPU	E3100	0007912384	010477
1	GATEWAY	CPU	E3100	0007912390	010478
1	GATEWAY	CPU	E3100	0007912393	010476
1	GATEWAY	CPU	E6100	0032659522	022874
1	GATEWAY	MONITOR	FPD1510	MUL5001A0009206	018407
1	GATEWAY	CPU	E3200-450	0013728009	012770
1	GATEWAY	MONITOR	FPD1730	MUL7007K0020882	025670
1	GATEWAY	MONITOR	FPD1565	MR95750H01497	026234
1	GATEWAY	CPU	E6100	0032659523	022873
1	GATEWAY	MONITOR	FPD1730	MUL7007K0019373	025732
1	GATEWAY	CPU	E4200-550	0015652952	014668
1	GATEWAY	MONITOR	EV910	190168078430	015053
1	SONY	PROJECTOR	VPL-PX20	25721	015899
1	SONY	PROJECTOR	VLP-PX15	12482	018874
1	HP	PRINTER	6980DT	MY7219R0T1	034209
1	GATEWAY	CPU	E6500	0037124707	032750
1	GATEWAY	CPU	E6610d	0004536911	025800
1	GATEWAY	CPU	E6610d	0004536916	025801
1	GATEWAY	LAPTOP	450E	0032792955	023159
1	GATEWAY	LAPTOP	450E	0032792944	023158
1	GATEWAY	LAPTOP	450E	0032792946	023154





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[Agenda Item](#)

## Agenda Item (VII-A)

Meeting            12/11/2012 - Regular

Agenda Item      Consent Agenda Information (VII-A)

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 October 31, 2012.

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

### **Attachments:**

[12112012\\_Monthly Financial Report July-October 2012](#)

**MONTHLY FINANCIAL REPORT**  
**JULY 1, 2012 – OCTOBER 31, 2012**

The Financial Report provides summary financial information, by Resource, for the period July 1, 2012 through October 31, 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.

<u>General Funds</u>	<u>Page</u>
Resource 1000 - General Operating	1
Resource 1050 - Parking	2
Resource 1070 - Student Health Services	3
Resource 1080 - Community Education	4
Resource 1090 - Performance Riverside	5
Resource 1110 - Contractor-Operated Bookstore	6
Resource 1120 - Center for Social Justice and Civil Liberties	7
Resource 1170 - Customized Solutions	8
Resource 1180 - Redevelopment Pass-Through	9
Resource 1190 - Grants and Categorical Programs	10
 <u>Special Revenue Funds</u>	
Resource 3200 - Food Services	11
Resource 3300 - Child Care	12
 <u>Capital Projects Funds</u>	
Resource 4100 - State Construction & Scheduled Maintenance	13
Resource 4130 - La Sierra Capital	14
Resource 4160 - G. O. Bond Funded Capital Outlay Projects	15
 Resource 4170 - G. O. Bond Series 2010D Capital Appreciation Bonds	 16
Resource 4180 - G. O. Bond Series 2010D Build America Bonds	17
 <u>Internal Service Funds</u>	
Resource 6100 - Health and Liability Self-Insurance	18
Resource 6110 - Workers Compensation Self-Insurance	19
 <u>Expendable Trust and Agency Funds</u>	
Associated Students of RCCD	20
Student Financial Aid	21
RCCD Development Corporation	22

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 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	\$ 132,399,663	\$ 22,070,394
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>\$ 134,649,663</u>	<u>\$ 22,070,394</u>
Expenditures				
Academic Salaries	\$ 60,722,870	\$ 59,364,311	\$ 59,327,693	\$ 17,874,014
Classified Salaries	28,803,886	27,651,295	27,644,426	8,725,767
Employee Benefits	29,745,571	29,152,842	29,153,691	6,669,596
Materials & Supplies	1,884,903	2,385,958	2,326,490	462,376
Services	11,791,813	14,351,442	14,405,914	4,467,191
Capital Outlay	806,346	736,490	807,226	52,836
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	166,289
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	161,687
Interfund Transfer to:				
Resource 4130	678,000	0	0	0
Resource 6100	250,000	1,500,000	1,500,000	375,000
Total Expenditures	<u>\$ 137,221,403</u>	<u>\$ 136,872,450</u>	<u>\$ 136,895,552</u>	<u>\$ 38,954,756</u>
Revenues Over (Under) Expenditures	\$ (6,536,565)	\$ (2,245,889)	\$ (2,245,889)	\$ (16,884,362)
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>\$ (10,078,443)</u>
Ending Cash Balance				<u>\$ (1,063,267)</u>

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Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for 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	\$ 957,513
Expenditures				
Classified Salaries	\$ 1,131,524	\$ 1,532,626	\$ 1,532,626	\$ 489,543
Employee Benefits	411,814	588,815	588,815	128,312
Materials & Supplies	45,336	49,000	51,289	10,310
Services	682,168	631,040	628,751	92,211
Capital Outlay	131,666	196,000	196,000	39,884
Total Expenditures	\$ 2,402,508	\$ 2,997,481	\$ 2,997,481	\$ 760,260
Revenues Over (Under) Expenditures	\$ (104,944)	\$ (403,420)	\$ (403,420)	\$ 197,253
Beginning Fund Balance	749,233	644,289	644,289	644,289
Ending Fund Balance	\$ 644,289	\$ 240,869	\$ 240,869	\$ 841,542
Ending Cash Balance				\$ 874,503



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Student Health Services was established to account for the financial activities of the student health programs at each of the District's three 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	\$ 421,773
Expenditures				
Academic Salaries	\$ 289,876	\$ 332,035	\$ 332,035	\$ 98,377
Classified Salaries	566,923	681,894	681,894	181,092
Employee Benefits	192,143	235,167	235,167	45,014
Materials & Supplies	93,844	106,305	106,305	25,280
Services	267,132	328,309	328,309	136,320
Capital Outlay	58,144	46,786	46,786	239
Total Expenditures	\$ 1,468,062	\$ 1,730,496	\$ 1,730,496	\$ 486,322
Revenues Over (Under) Expenditures	\$ (210,367)	\$ (404,624)	\$ (404,624)	\$ (64,549)
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	\$ 1,895,540
Ending Cash Balance				\$ 1,859,544

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 583,386	\$ 657,416	\$ 657,416	\$ 208,885
Expenditures				
Academic Salaries	\$ 4,197	\$ 4,272	\$ 4,272	\$ 1,424
Classified Salaries	229,183	229,313	229,313	85,279
Employee Benefits	54,632	58,594	58,594	13,753
Materials & Supplies	1,634	2,300	2,300	394
Services	295,780	330,775	330,775	80,018
Total Expenditures	\$ 585,426	\$ 625,254	\$ 625,254	\$ 180,868
Revenues Over (Under) Expenditures	\$ (2,040)	\$ 32,162	\$ 32,162	\$ 28,017
Beginning Fund Balance	(47,023)	(49,063)	(49,063)	(49,063)
Ending Fund Balance	\$ (49,063)	\$ (16,901)	\$ (16,901)	\$ (21,046)
Ending Cash Balance				\$ (29,511)

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 595,079	\$ 735,931	\$ 735,931	\$ 258,574
Intrafund Transfer from General Operating (Resource 1000)	730,982	0	0	0
Total Revenues	<u>\$ 1,326,061</u>	<u>\$ 735,931</u>	<u>\$ 735,931</u>	<u>\$ 258,574</u>
Expenditures				
Classified Salaries	\$ 318,013	\$ 262,398	\$ 262,398	\$ 81,989
Employee Benefits	129,965	110,605	110,605	24,049
Materials & Supplies	19,021	18,749	18,749	2,383
Services	344,453	343,600	343,600	90,538
Total Expenditures	<u>\$ 811,452</u>	<u>\$ 735,352</u>	<u>\$ 735,352</u>	<u>\$ 198,959</u>
Revenues Over (Under) Expenditures	\$ 514,609	\$ 579	\$ 579	\$ 59,615
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>\$ (210,092)</u>
Ending Cash Balance				<u>\$ (189,498)</u>

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 573,266	\$ 689,092	\$ 689,092	\$ 239,736
Expenditures				
Services	\$ 43,920	\$ 43,920	\$ 43,920	\$ 10,940
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	\$ 82,940
Revenues Over (Under) Expenditures	\$ 46,052	\$ (46,242)	\$ (46,242)	\$ 156,796
Beginning Fund Balance	10,190	56,242	56,242	56,242
Ending Fund Balance	\$ 56,242	\$ 10,000	\$ 10,000	\$ 213,038
Ending Cash Balance				\$ 213,038

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

**Fund 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	\$ 25,000
Expenditures				
Academic Salaries	\$ 0	\$ 11,000	\$ 11,000	\$ 3,685
Employee Benefits	0	533	533	179
Materials & Supplies	0	2,500	6,502	135
Services	0	35,967	31,965	752
Total Expenditures	\$ 0	\$ 50,000	\$ 50,000	\$ 4,751
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 20,249
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 20,249
Ending Cash Balance				\$ 20,249

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 74,489	\$ 230,000	\$ 230,000	\$ 4,004
Expenditures				
Academic Salaries	\$ 17,436	\$ 0	\$ 0	\$ 0
Classified Salaries	4,322	59,603	59,603	8,955
Employee Benefits	4,068	26,175	26,175	2,350
Materials & Supplies	1,865	9,600	9,600	0
Services	27,788	116,401	116,401	6,529
Total Expenditures	\$ 55,479	\$ 211,779	\$ 211,779	\$ 17,834
Revenues Over (Under) Expenditures	\$ 19,010	\$ 18,221	\$ 18,221	\$ (13,830)
Beginning Fund Balance	54,549	73,559	73,559	73,559
Ending Fund Balance	\$ 73,559	\$ 91,780	\$ 91,780	\$ 59,729
Ending Cash Balance				\$ 59,964

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

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

	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,355,113	\$ 1,423,300	\$ 1,423,300	\$ 4,814
Expenditures				
Services	\$ 574,795	\$ 350,604	\$ 350,604	\$ 106,641
Capital Outlay	4,020,531	3,321,363	3,321,363	14,533
Total Expenditures	\$ 4,595,326	\$ 3,671,967	\$ 3,671,967	\$ 121,174
Revenues Over (Under) Expenditures	\$ (3,240,213)	\$ (2,248,667)	\$ (2,248,667)	\$ (116,360)
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>\$ 6,051,092</u>
Ending Cash Balance				<u>\$ 5,953,391</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	\$ 31,199,552	\$ 7,107,616
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	897,223	874,302	874,302	218,576
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	83,650
For Middle College High School	91,144	103,002	103,002	25,751
For General Fund Backfill	0	52,411	52,411	0
Total Revenues	<u>\$ 22,416,800</u>	<u>\$ 32,947,866</u>	<u>\$ 32,929,664</u>	<u>\$ 7,435,593</u>
Expenditures				
Academic Salaries	\$ 3,939,937	\$ 4,258,878	\$ 4,236,309	\$ 1,209,904
Classified Salaries	7,120,950	7,860,093	8,034,150	2,410,001
Employee Benefits	3,515,537	3,759,939	3,825,649	832,529
Materials & Supplies	1,475,125	2,983,784	2,903,864	248,922
Services	4,160,592	8,143,549	7,984,790	769,782
Capital Outlay	1,448,459	3,780,936	3,792,873	407,587
Student Grants (Financial, Book, Meal, Transportation)	756,200	2,160,687	2,152,029	226,170
Total Expenditures	<u>\$ 22,416,800</u>	<u>\$ 32,947,866</u>	<u>\$ 32,929,664</u>	<u>\$ 6,104,895</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,330,698
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,330,698</u>
Ending Cash Balance				<u>\$ 711,766</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 <u>7-1-11 to 6-30-12</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,790,321	\$ 1,859,153	\$ 1,859,153	\$ 504,875
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>323,129</u>	<u>441,414</u>	<u>441,414</u>	<u>72,000</u>
Total Revenues	<u>\$ 2,113,450</u>	<u>\$ 2,300,567</u>	<u>\$ 2,300,567</u>	<u>\$ 576,875</u>
Expenditures				
Classified Salaries	\$ 815,659	\$ 736,658	\$ 736,658	\$ 231,335
Employee Benefits	333,096	257,081	257,081	59,491
Materials & Supplies	838,126	856,926	856,926	214,372
Services	160,708	163,124	163,124	38,406
Capital Outlay	<u>14,702</u>	<u>7,000</u>	<u>7,000</u>	<u>586</u>
Total Expenditures	<u>\$ 2,162,291</u>	<u>\$ 2,020,789</u>	<u>\$ 2,020,789</u>	<u>\$ 544,190</u>
Revenues Over (Under) Expenditures	\$ (48,841)	\$ 279,778	\$ 279,778	\$ 32,685
Beginning Fund Balance	<u>58,473</u>	<u>9,632</u>	<u>9,632</u>	<u>9,632</u>
Ending Fund Balance	<u>\$ 9,632</u>	<u>\$ 289,410</u>	<u>\$ 289,410</u>	<u>\$ 42,317</u>
Ending Cash Balance				<u>\$ 35,253</u>

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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	\$ 322,287
Expenditures				
Academic Salaries	\$ 601,845	\$ 591,573	\$ 591,573	\$ 162,444
Classified Salaries	142,656	148,905	148,905	33,714
Employee Benefits	134,576	163,403	163,403	27,312
Materials & Supplies	36,028	44,355	44,355	7,497
Services	80,740	86,225	86,225	6,658
Capital Outlay	13,971	10,000	10,000	505
Total Expenditures	\$ 1,009,816	\$ 1,044,461	\$ 1,044,461	\$ 238,130
Revenues Over (Under) Expenditures	\$ 37,065	\$ (7,948)	\$ (7,948)	\$ 84,157
Beginning Fund Balance	26,760	63,825	63,825	63,825
Ending Fund Balance	\$ 63,825	\$ 55,877	\$ 55,877	\$ 147,982
Ending Cash Balance				\$ 149,159

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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	\$ 2,045,332
Total Expenditures	\$ 12,940,526	\$ 12,882,075	\$ 12,882,075	\$ 2,045,332
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (2,045,332)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (2,045,332)
Ending Cash Balance				\$ (7,652,476)

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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	\$ 4,420
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	\$ 4,420
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)	\$ 2,795
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	\$ -	\$ -	\$ 7,894,324
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Ending Cash Balance				\$ 7,744,324
				<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	\$ 11,480
Expenditures				
Classified Salaries	\$ 235,332	\$ 501,480	\$ 501,480	\$ 123,780
Employee Benefits	103,407	245,321	245,321	38,696
Materials & Supplies	24,695	0	0	0
Services	461,801	615,715	615,715	145,475
Capital Outlay	2,886,594	54,483,217	54,483,217	686,627
Total Expenditures	\$ 3,711,829	\$ 55,845,733	\$ 55,845,733	\$ 994,578
Revenues Over (Under) Expenditures	\$ (3,466,254)	\$ (55,355,449)	\$ (55,355,449)	\$ (983,098)
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)	\$ 28,259,037
Ending Cash Balance				\$ 28,349,601

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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	\$ 32,729	\$ 30,000	\$ 30,000	\$ 2,734
Expenditures				
Capital Outlay	\$ 524,072	\$ 5,522,051	\$ 5,522,051	\$ 26,155
Total Expenditures	\$ 524,072	\$ 5,522,051	\$ 5,522,051	\$ 26,155
Revenues Over (Under) Expenditures	\$ (491,343)	\$ (5,492,051)	\$ (5,492,051)	\$ (23,421)
Beginning Fund Balance	7,380,458	6,889,115	6,889,115	6,889,115
Ending Fund Balance	\$ 6,889,115	\$ 1,397,064	\$ 1,397,064	\$ 6,865,694
Ending Cash Balance				\$ 6,895,894

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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	\$ 19,791
Expenditures				
Academic Salaries	\$ 5,524	\$ 0	\$ 0	\$ 0
Classified Salaries	43,104	0	0	14,571
Employee Benefits	3,484	0	0	900
Materials & Supplies	145	0	0	635
Services	338,503	29,303	29,303	14,673
Capital Outlay	32,862,512	79,494,239	79,494,239	4,200,353
Total Expenditures	\$ 33,253,272	\$ 79,523,542	\$ 79,523,542	\$ 4,231,132
Revenues Over (Under) Expenditures	\$ (32,934,099)	\$ (79,223,542)	\$ (79,223,542)	\$ (4,211,341)
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)	\$ 45,932,652
Ending Cash Balance				\$ 46,426,235

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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	\$ 1,444,998
Interfund transfer from General Operating (Resource 1000)	<u>250,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>375,000</u>
Total Revenue	<u>\$ 5,048,379</u>	<u>\$ 5,905,878</u>	<u>\$ 5,905,878</u>	<u>\$ 1,819,998</u>
Expenditures				
Classified Salaries	\$ 113,758	\$ 171,185	\$ 171,185	\$ 52,492
Employee Benefits	53,178	79,219	79,219	15,732
Materials & Supplies	46,514	3,200	3,200	282
Services	5,377,355	5,512,300	5,512,300	2,892,298
Capital Outlay	<u>422,814</u>	<u>2,597</u>	<u>2,597</u>	<u>2,596</u>
Total Expenditures	<u>\$ 6,013,619</u>	<u>\$ 5,768,501</u>	<u>\$ 5,768,501</u>	<u>\$ 2,963,400</u>
Revenues Over (Under) Expenditures	\$ (965,240)	\$ 137,377	\$ 137,377	\$ (1,143,402)
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>\$ 1,990</u>
Ending Cash Balance				<u>\$ 1,356,687</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2012**

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	\$ 687,086
Expenditures				
Classified Salaries	\$ 120,564	\$ 249,237	\$ 249,237	\$ 64,357
Employee Benefits	35,701	101,484	101,484	18,319
Materials & Supplies	4	300	300	135
Services	1,553,142	2,783,867	2,783,867	542,263
Capital Outlay	0	2,597	2,597	2,596
Total Expenditures	\$ 1,709,411	\$ 3,137,485	\$ 3,137,485	\$ 627,670
Revenues Over (Under) Expenditures	\$ (27,562)	\$ (804,387)	\$ (804,387)	\$ 59,416
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	\$ 3,252,876
Ending Cash Balance				\$ 4,956,345

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2012**

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	\$ 362,077
Expenditures				
Materials & Supplies	\$ 624,286	\$ 734,213	\$ 734,213	\$ 196,742
Total Expenditures	\$ 624,286	\$ 734,213	\$ 734,213	\$ 196,742
Revenues Over (Under) Expenditures	\$ 64,526	\$ (84,213)	\$ (84,213)	\$ 165,335
Beginning Fund Balance	930,035	994,561	994,561	994,561
Ending Fund Balance	\$ 994,561	\$ 910,348	\$ 910,348	\$ 1,159,896
Ending Cash Balance				\$ 2,022,186

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2012**

Student Financial Aid is used to record financial transactions for scholarships given to students from the Federal Pell and FSEOG Grant Programs as well as the State's Cal Grant Program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-11 to 6-30-12	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 51,887,581</u>	<u>\$ 53,769,010</u>	<u>\$ 53,769,010</u>	<u>\$ 9,872,652</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 51,887,581</u>	<u>\$ 53,769,010</u>	<u>\$ 53,769,010</u>	<u>\$ 9,442,112</u>
Total Expenditures	<u>\$ 51,887,581</u>	<u>\$ 53,769,010</u>	<u>\$ 53,769,010</u>	<u>\$ 9,442,112</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 430,540
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>\$ 430,540</u>
Ending Cash Balance				<u>\$ 665,238</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2012**

RCCD Development Corporation is used to account for financial transactions related to the Development Corporation. This Corporation currently has very little activity but remains operational should the District need to use it for future transactions related to property development. Revenues consist of interest income. Expenses are for tax filing fees paid to the State.

**RCCD Development Corporation**

	Prior Year Actuals <u>7-1-11 to 6-30-12</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 10	\$ 0	\$ 0	\$ 3
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 10	\$ 0	\$ 0	\$ 3
Beginning Fund Balance	<u>16,222</u>	<u>16,232</u>	<u>16,232</u>	<u>16,232</u>
Ending Fund Balance	<u>\$ 16,232</u>	<u>\$ 16,232</u>	<u>\$ 16,232</u>	<u>\$ 16,235</u>
Ending Cash Balance				<u>\$ 16,235</u>



## Agenda Item (VIII-A-1)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Governance (VIII-A-1)
Subject	Revised and New Board Policies - Second Reading and Approval
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board approve Board Policies 2010 and 3515.

---

### Background Narrative:

In keeping with our current practice of updating our Board Policies, the following items come before the Board for second reading and approval:

#### 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 December 2012 Approval](#)

**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-B-1)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Proposed Curricular Changes
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

---

### Background Narrative:

Presented for the Board's approval are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached curricular changes and recommend their adoption by the Board of Trustees.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Sylvia Thomas, Associate Vice Chancellor, Educational Services

### Attachments:

[December 2012 backup](#)



Title	College
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### 1. New Stand Alone Courses:

The following course will enhance skills taught in the Basic Correctional Academy ADJ C1D and will provide students with updates on case-law, federal liability and policy and procedures of handling gangs and suicidal inmates. It will also reinforce training techniques in Defensive Tactics that were learned in the Basic Correctional Academy:

ADJ-C22	Advanced Corrections Training	M
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The following course will provide the students with in-depth analysis of critical incidents and the opportunity to formulate solutions through scenarios:

ADJ-D4B	Dispatcher Role in Critical Incidents Advanced	M
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The following course will enhance skills taught in the Basic Dispatch Course and will explore in-depth laws and regulations required of dispatchers regarding domestic violence and sexual assault:

ADJ-D7A	Dispatcher Domestic Violence and Sexual Assault	M
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The following course is being proposed as a complementary course to ENG-35, Women in Literature.

ENG-34	Literature by Women	R
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The following courses are designed to meet the new standards of the Accreditation Review Commission on Education for Physician Assistants (ARC-PA):

PHT-22A	Clinical Anatomy, Physiology, and Pathophysiology	M
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PHT-22B	Clinical Anatomy, Physiology, and Pathophysiology	M
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The following course is being created to fulfill transfer requirements for Sociology majors to four-year institutions and will be an elective option in the Associate in Arts in Sociology for transfer degree:

SOC-25	Introduction to the Sociology of Sex and Gender	R
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### 2. New Courses:

The following course is being proposed to provide students in the honors program with an appropriate course in the biological sciences. Currently, there are no honors level courses offered in the discipline:

BIO-1H	Honors General Biology	MNR
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The following courses are proposed to address repeatability and to align the topics into skill levels. They are replacing JOU-52:

JOU-52A	Newspaper Editing: Beginning	R
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JOU-52B	Newspaper Editing: Intermediate	R
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JOU-52C	Newspaper Editing: Advanced	R
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JOU-52D	Newspaper Editing: Executive	R
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### 3. Course Inclusions:

Norco would like to offer these courses as part of the Study Abroad curriculum. In addition, World Languages discipline members have noticed a growing interest for Chinese in area high schools:

CHI-1	Mandarin Chinese 1	N
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CHI-2	Chinese 2	N
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CHI-11	Culture and Civilization	N
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Title	College
The following courses are being included in the MVC inventory due to Title IV regulations prohibiting students from receiving federal financial aid more than 2 times for a course in which they have earned a passing grade. By incorporating these courses into the catalog, the college will be able to cover the student demand for choral singing:	
MUS-6 Music Theory III	M
MUS-29 Concert Choir	M
MUS-71 College Chorus	M
MUS-72 Group Keyboarding Skills	M
MUS-83 Advanced Chamber Choir	M

#### 4. Major Course Modifications:

The following course is cross-listed with CAT-55 and is being updated to link Student Learning Outcomes (SLOs) and add sample assignments:

ACC-55 Applied Accounting/Bookkeeping	MNR
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The following course is being updated to change the title, change hours from 4 hours lecture and 4 hours lab to 8 hours lecture, advisory skills, update course description, sample assignments and course materials:

ADJ-D4A Dispatcher Role Critical Incidents	M
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The following course is being modified to change the title from Level I Modular Academy, the hours from 246 hours lecture and 205 hours laboratory to 285 hours lecture and 177 hours laboratory, the units from 17 to 18.5, the limitation on enrollment as well as course content, and sample assignments:

ADJ-R1C Regular Basic Course, Modular Format, Module I Training	M
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The following course is being modified to update SLOs, methods of evaluation, methods of instruction, course materials and to add sample assignments:

AMY-2B Anatomy and Physiology II	MNR
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The following course is being modified to update SLOs, course content, course materials and add sample assignments:

AMY-10 Survey of Human Anatomy and Physiology	MNR
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The following course are being modified to update advisory skills, SLOs, course content, methods of evaluation, methods of instruction, course materials as well as to add sample assignments:

BIO-11 Introduction to Molecular and Cellular Biology	MNR
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The following courses are being modified to update SLOs, course content, course materials and to add sample assignments:

BUS-10 Introduction to Business	MNR
BUS-18A Business Law I	MNR

The following course is being modified to update the course description, SLOs, course content, add sample assignments and update course materials:

BUS-20 Business Mathematics	MNR
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The following courses are being modified to update SLOs, course content, course materials and to add sample assignments:

BUS-22 Management Communications	MNR
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	<b>Title</b>	<b>College</b>
BUS-40	International Business-Principles	R
BUS-43	International Business-Marketing	R
The following course is being modified to update the title, course description, SLOs and course material:		
BUS-46	International Business-Introduction to Importing/Exporting	R
The following course is being modified to remove the advisory, update course content, SLOs, course materials and add sample assignments:		
BUS-48	International Management	R
The following course is being modified to change the title, as well as update SLOs, methods of instruction, methods of evaluation, course materials and to add sample assignments:		
BUS-51	Principles of Electronic-Commerce	MR
The following course is being modified to update the title, course description, SLOs and course materials:		
BUS-87	Purchasing and Supply Management	N
The following course is cross-listed with ACC-55 and is being updated to link SLOs and add sample assignments:		
CAT-55	Applied Accounting/Bookkeeping	MR
The following courses are being modified to update course materials and SLOs:		
CIS-20	Systems Analysis and Design	MR
CSC-20	Systems Analysis and Design	R
The following courses are being modified to update the course content as part of the Course Alignment Project.		
EAR-20	Child Growth and Development	MNR
EAR-24	Introduction to Curriculum	MNR
The following courses are being modified to update course materials and tie SLOs to the GESLOs:		
ENG-1A	English Composition	MNR
ENG-1AH	Honors English Composition	MNR
The following course is being modified to update SLOs and course materials:		
FTV-73	Introduction to Pro Tools Digital Audio Recording	R
The following courses are being modified update SLOs, course materials and add sample assignments:		
MAG-53	Human Relations	NR
MAG-54	Employee Labor Relations	NR
MAG-60	Introduction to Hospitality Management	R
MKT-40	Advertising	NR
MKT-42	Retail Management	MNR
The following course is being modified to update course materials and add sample assignments:		
MAT-63	Arithmetic	MNR

Title	College
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The following course is being modified to update the course description, course content, methods of instruction, methods of evaluation, sample assignments and course materials:

MUS-19	Music Appreciation	MNR
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The following course is being modified to update the course title, description, advisory skills, SLOs, course content, methods of instruction, methods of evaluation, sample assignments and course materials:

MUS-20	Great Composers and Music Masterpieces before 1820	MR
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The following course is being modified to update the course description, advisory skills, SLOs, course content, methods of instruction, methods of evaluation, sample assignments and course materials:

MUS-21	Great Composers and Music Masterpieces After 1820	MR
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The following course is proposed to update course description, SLOs, course materials as well as to add sample assignments:

PSY-1	General Psychology	MNR
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The following course is being modified to update the course title, description, addition of prerequisite of PSY-1, advisory skills, SLOs, course content, methods of evaluation, sample assignments and course materials:

PSY-2	Biological Psychology	MNR
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The following courses are being modified to update course descriptions, course content, SLOs, methods of instruction and evaluation, and course materials as well as add sample assignments:

PSY-33	Theories of Personality	MNR
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PSY-35	Abnormal Psychology	MNR
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### 5. Course Exclusions:

The following course has never been offered at Moreno Valley or Norco and they do not have faculty to teach International Business:

BUS-43	International Business-Marketing	MN
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BUS-40	International Business-Principles	M
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BUS-46	International Business-Introduction to Importing/Exporting	M
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BUS-48	International Management	M
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The following course was offered once in 07 but cancelled due to low enrollment:

CHE-10	Chemistry for Everyone	M
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The following course has never been offered at Moreno Valley. It is cross-listed with PHS-17 which is being deleted:

CHE-17	Introduction to the Development of Modern Science	M
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### 6. Course Deletions:

Toyota Corporation has changed their program design and requested that the program go from one year to two years, add additional faculty, provide administrative assistance to the program, cap incoming cohort class at 18 students, and many other parameters which RCC is unable to comply with thus the removal of the program and courses:

AUT-63	Toyota Electrical Systems Mastery	R
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AUT-64	Toyota Brakes and Suspension	R
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AUT-65A	Toyota Manual Transmissions and Transaxles	R
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	<b>Title</b>	<b>College</b>
AUT-65B	Toyota Automatic Transmissions and Transaxles	R
AUT-66	Toyota Climate Control Systems	R
AUT-67	Toyota Fuel Systems II	R

After a detailed discussion among the faculty staff and program director, the discipline has decided to delete this course from their program because they feel that it does not provide employment for our students:

CUL-200	Culinary Work Experience	R
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The following course is no longer needed for Mentor program and has not been offered it for many years:

EAR-39	Mentor Seminar	MNR
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The following courses have the same content as MAN 56 which is taught more often:

ENE-61	Computer Aided Design and Computer Aided Manufacturing	N
MAC-61	Computer Aided Design and Computer Aided Manufacturing	N

The following courses have never been offered:

MAN-91C	Manufacturing Fundamentals for Apprenticeship	N
MAN-92B	Survey of Electronic Sensors	N

The following course has not been offered in over ten years:

MAN-93C	Survey of Electronic Sensors	N
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MOV has never offered this course and RIV hasn't offered it since winter 2009. It is cross-listed with CHE-17 which will remain in the MOV and RIV catalogs:

PHS-17	Introduction to the Development of Modern Science	MR
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#### 7. New State Approved Degrees:

Associate in Arts in Anthropology for Transfer (see attachment A)	MR
Associate in Science in Business Administration for Transfer (see attachment B)	NR
Associate in Arts in Dance (see attachment C)	R
Associate in Arts in Journalism for Transfer (see attachment D)	R
Associate in Science in Kinesiology for Transfer(see attachment E)	R

#### 8. Modification to State/Locally approved Certificate/Degrees:

The following certificate/degree is being modified to increase the units from 34.5 to 39 units to 36-39 due to the increased units in one of the courses:

Administration of Justice-Law Enforcement (see attachment F)	M
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The following certificate/degree is being modified to remove the CUL-200 course which is no longer beneficial to students in regards to future employment:

Culinary Arts (see attachment G)	R
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Attachment A  
PROGRAM OUTLINE OF RECORD  
NEW DEGREE/CERTIFICATE

Associate in Arts Degree in Anthropology for Transfer

College: MR

**SHORT DESCRIPTION OF PROGRAM**

The Associate in Arts in Anthropology for Transfer Degree is designed to prepare the student for transfer to four-year institutions of higher education and specifically intended to satisfy the lower division requirements for the Baccalaureate Degree in Anthropology at a California State University. It will also provide the student with a sufficient academic basis from which to pursue a career in the social science professions. The student will be afforded the opportunity to study the nature of the human diversity from a genetic, archeological, linguistic and cultural basis. The breadth of Anthropology will be examined to include the historical and contemporary theory and research as the basis from which to gain an in-depth awareness and understanding of the humans and the world in which we live.

**PROGRAM LEARNING OUTCOMES**

Upon successful completion of this program, students should be able to:

- Apply the holistic and comparative perspective inherent in anthropological knowledge to real world problems
- Use information resources and technology to research current issues in all four subfields of anthropology
- Synthesize and integrate theoretical perspectives specific to anthropology and general to the social and natural sciences

Required Courses (18-19 units)		Units
ANT-1(MR)	Physical Anthropology	3
ANT-2(MR)	Cultural Anthropology	3
ANT-6 (MR)	Introduction to Archaeology	3
List A	Choose from the list below	3
List B	Choose from the list below	3-4
List C	Choose from the list below	3

List A: Choose a minimum of 3 units from the following:

ANT-3(MR)	Prehistoric Cultures	3
MAT-12/12H (MR)	Statistics	3

List B: Choose 3-4 units from the following:

GEO-1(R)	Physical Geology	3
and		
GEO-1L (R)	Physical Geology Laboratory	1
SOC-50 (MR)	Introduction to Research Methods	3

List C: Choose a minimum of 3 units from the following:

ANT-4 (MR)	Native American Cultures	3
ANT-5 (MR)	Cultures of Ancient Mexico	3
ANT-7 (MR)	Anthropology of Religion	3
ANT-8(MR)	Language and Culture	3
ANT-10 (R)	Forensic Anthropology	3

**Associate in Arts for Transfer Degree**

The Associate in Arts in Anthropology for Transfer degree will be awarded upon completion of 60 California State University (CSU) transferable units including the above major requirements and the Intersegmental General Education Transfer Curriculum (IGETC) or California State University General Education (CSUGE) requirements and with a minimum grade point average of 2.0. All courses in the major must be completed with a grade of "C" or better. (Students completing this degree are not required to fulfill the RCCD graduation requirements found in section VII. Additional degree requirements: Health Education and Self Development)

Attachment B  
PROGRAM OUTLINE OF RECORD  
NEW DEGREE/CERTIFICATE

Associate in Science Degree in Business Administration for Transfer

College: MNR

**SHORT DESCRIPTION OF PROGRAM**

This degree is designed to facilitate the student's passage from Moreno Valley, Norco and Riverside City College to the California State University System with an Associate Degree in Business Administration. This degree will satisfy the lower division requirements for the eventual conferral of the Bachelor's Degree in Business Administration at CSU. With this degree the student will be prepared for transfer to the university upper division level.

**PROGRAM LEARNING OUTCOMES**

Upon successful completion of this program, students should be able to:

- demonstrate use of technology and application software to analyze and solve business decisions.
- demonstrate mathematical and accounting procedures used for business specific calculations and decisions.
- demonstrate the application of economic and business theories to develop effective business processes.

Required Courses (24-25 units )		Units
ACC-1A	Principles of Accounting I	3
ACC-1B	Principles of Accounting II	3
ECO-7/7H	Principles of Macroeconomics	3
ECO-8	Principles of Microeconomics	3
BUS-18A	Business Law	3
LIST A	Choose from the list below	3-4
LIST B	Choose from the list below	6-7

List A: Select one of the following (3-4 units):

MAT-5 (NR)	Calculus, A short course	4
MAT-12/12H	Statistics	3
MAT-4 (NR)	Finite Mathematics	3

List B: Select two of the following (6-7 units):

Any List A course not used above or:

CIS-1A	Introduction to Computers	3
BUS-10	Introduction to Business	3
Or BUS-22	Management Communication	3

Total Major Units            24-25

The Associate in Science in Business Administration for Transfer degree will be awarded upon completion of 60 California State University (CSU) transferable units including the above major requirements and the Intersegmental General Education Transfer Curriculum (IGETC) or California State University General Education (CSUGE) requirements with a minimum grade point average of 2.0. All courses in the major must be completed with a grade of "C" or better. (Students completing this degree are not required to fulfill the RCCD graduation requirements found in section VII. Additional degree requirements: Health Education and Self Development).

\*Students with more than one target transfer institution should consult their counselor to determine if they should take any additional course(s).

\*\* NOTE TO REVIEWERS: If Cal State San Bernardino, Cal Poly, or most of the other CUs are the targets, then students should take MAT 1212H. If CSU Fullerton or a few CSUs are the targets, then the students should not take statistics but they should take BUS/MAG 22. We need this flexibility since, unlike many schools, we don't have a single transfer target for our students. We have three, one of which has a different requirement.

Attachment C  
PROGRAM OUTLINE OF RECORD  
NEW DEGREE

Associate in Arts Degree in Dance

College: R

PROGRAM PREREQUISITE: None.

**SHORT DESCRIPTION OF PROGRAM**

An Associate of Arts degree in Dance from Riverside City College provides a two-year program which focuses on developing the student's technical ability within the core genres of modern dance, ballet, and jazz while emphasizing choreography and performance. The curriculum in the Dance Associate Degree program is designed to provide students who may wish to transfer to a four-year college or university at a later date and for those who wish to pursue a career in dance the opportunity to achieve an associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this field, earning the associate degree would demonstrate achievement and may support attempts to gain entry-level employment and promotion.

**PROGRAM LEARNING OUTCOMES**

Upon successful completion of this program, students should be able to:

- Demonstrate an understanding of the fundamentals of the craft and aesthetic qualities of dance orally, practically and in writing.
- Demonstrate an understanding of the choreographic process and the tools necessary for this process.
- Employ basic technique in the Western concert dance tradition of modern, ballet, or jazz dance, or a combination of modern, ballet, and jazz dance.
- Recognize and facilitate diversity and cultural awareness within the art form.

<u>Required Courses (18 units)</u>		<u>Units</u>
DAN-6	Dance Appreciation	3
DAN-7	Choreography I*	2
DAN-8	Choreography II*	2
DAN-D10	Dance Performance*	3
Electives	Select from the lists below	8

Select 4 units (4 courses) from the following:

DAN-D21	Ballet, Beginning	1
DAN-D22	Ballet, Intermediate*	1
DAN-D23	Ballet, Advanced*	1
DAN-D32	Jazz, Beginning	1
DAN-D33	Jazz, Intermediate*	1
DAN-D34	Jazz, Advanced*	1
DAN-D37	Modern Dance, Beginning	1
DAN-D38	Modern Dance, Intermediate*	1
DAN-D39	Modern Dance, Advanced*	1
DAN-D43	Tap, Beginning	1
DAN-D44	Tap, Intermediate*	1
DAN-D45	Tap, Advanced*	1
DAN-D50	Pilates for Dancers	1

Select 4 units (2-4 courses) from the following:

DAN-9	Choreography III	2
DAN-D12	Dance Touring Ensemble*	2
DAN-D13	Dance Repertoire, Modern*	1
DAN-D14	Dance Repertoire, Jazz*	1
DAN-D15	Dance Repertoire, Ballet*	1



DAN-D16	Dance Repertoire, Tap*	1
DAN-D17	Dance Repertoire, Ethnic*	1
DAN-D18	Dance Performance Production*	1

Total Units: 18

Restricted Electives:

\*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Associate in Arts Degree in Dance will be awarded upon completion of 60 units including the general education requirements with an overall GPA of 2.0. All courses in the major must be completed with a grade of “C” or better.

NOTE REGARDING TRANSFER: Students planning to transfer and/or earn this associate degree may also need to complete additional requirements or electives required by the transfer institution, as many CSUs, UCs, and private schools have unique admissions and preparation-for-the-major requirements. Students should meet with a counselor to identify required courses and develop a written plan for their intended university.

Attachment D  
PROGRAM OUTLINE OF RECORD  
NEW DEGREE

Associate in Arts in Journalism for Transfer

College: R

**SHORT DESCRIPTION OF PROGRAM**

This degree is designed to facilitate the student's passage from Riverside City College to the California State University System with an Associate Degree in Journalism. This degree will satisfy the lower division requirements for the eventual conferral of the Bachelor's Degree in Journalism at CSU. With this degree the student will be prepared to work in news media and related occupations.

**PROGRAM LEARNING OUTCOMES**

Upon successful completion of this program, students should be able to:

- Demonstrate an applicable knowledge of the principles of ethical and socially responsible journalism.
- Demonstrate a working knowledge of the equipment and software used by news media.
- Demonstrate the ability to communicate effectively in news media and related occupations.

<u>Required Courses (18-19 units)</u>		<u>Units</u>
JOU-7	Mass Communications	3
JOU-1	Introduction to Journalism	3
JOU-20A	Newspaper: Beginning	3
List A	Choose from the list below	3
List B	Choose from the list below	6-7

List A: Choose 3 units from below:

JOU-2	News Writing	3
JOU-12	Photojournalism	3
JOU-20B	Newspaper: Intermediate	3

List B: Choose 6-7 units or two courses:

COM-3	Argumentation and Debate	3
ENG-1B	Critical Thinking and Writing	4
ENG-11	Creative Writing	3
PHI-11	Critical Thinking	3
PHO-8 or	Introduction to Photography	3
PHO-20	Introduction to Digital Photography	3

The Associate in Arts in Journalism for Transfer degree will be awarded upon completion of 60 California State University (CSU) transferable units including the above major requirements and the Intersegmental General Education Transfer Curriculum (IGETC) or California State University General Education (CSUGE) requirements with a minimum grade point average of 2.0. All courses in the major must be completed with a grade of "C" or better. (Students completing this degree are not required to fulfill the RCCD graduation requirements found in section VII. Additional degree requirements: Health Education and Self Development).

Attachment E  
PROGRAM OUTLINE OF RECORD  
NEW DEGREE

Associate in Arts in Kinesiology for Transfer

College: R

PROGRAM PREREQUISITE: None.

**SHORT DESCRIPTION OF PROGRAM**

The Associate in Arts in Kinesiology for Transfer is a curricular pattern designed specifically to transfer students as Kinesiology majors to the CSU system. Although the AA in Kinesiology for Transfer provides a general preparation for Kinesiology majors entering in to any four year university, students must consult with the specific requirements of any non CSU campus to which they are applying. Kinesiology courses enhance skills and physical development in the areas of aquatics, Combatives, Team sports, Individual sports, fitness, and dance. Students completing the AA in Kinesiology for Transfer will be prepared to transfer to CSU and pursue a Bachelor of Arts or Bachelor of Science in Kinesiology.

**PROGRAM LEARNING OUTCOMES**

Upon successful completion of this program, students should be able to:

- Demonstrate an understanding of the major systems of the human body as they relate to movement and physical activity by identifying, explaining and applying principles of anatomy and physiology in various contexts.
- Utilize higher order thinking skills to analyze physical skills and movements and communicate effectively in diverse situations.
- Develop goals and devise strategies for personal development and physical well-being.

Required Courses (20-23 units)		Units
KIN-10	Introduction to Kinesiology	3
AMY-2A	Anatomy and Physiology I	4
AMY-2B	Anatomy and Physiology II	4
Movement Based: Select a maximum of one (1) course from any three (3) of the areas		3
List A	Select two courses from the list	6-9

**Movement Based Courses (3 units)**

Aquatics		
KIN-A28	Swimming, Beginning	1
KIN-A29	Swimming, Intermediate	1
KIN-A30	Swimming, Advanced, Skills and Conditioning	1
KIN-A31	Water Aerobics and Deep Water Exercise	1
Combatives		
KIN-A40	Karate, Beginning	1
KIN-A41	Karate, Intermediate	1
KIN-A43	T'ai-chi Ch'uan, Beginning	1
KIN-A44	T'ai-chi Ch'uan, Intermediate	1
Team Sports		
KIN-A50	Baseball Fundamentals, Defensive	1
KIN-A51	Baseball Fundamentals, Offensive	1
KIN-A52	Fastpitch Fundamentals, Offensive	1
KIN-A53	Fastpitch Fundamentals, Defensive	1
KIN-A55	Slow Pitch Softball	1
KIN-A57	Basketball	1
KIN-A60	Football Fundamentals, Defensive	1
KIN-A61	Football Fundamentals, Offensive	1
KIN-A62	Flag Football	1
KIN-A64	Soccer	1
KIN-A67	Volleyball, Beginning	1

KIN-A68	Volleyball, Intermediate	1
KIN-A69	Volleyball, Advanced	1
KIN-A70	Water Polo Techniques	1

Individual Sports

KIN-A11	Tennis, Beginning	1
KIN-A12	Tennis, Intermediate	1
KIN-A13	Tennis, Advanced	1
KIN-A20	Golf, Beginning	1
KIN-A21	Golf, Intermediate	1
KIN-A33	Track and Field Techniques-Running Event Techniques	1
KIN-A34	Track and Field Techniques-Field Event Techniques	1

Fitness

KIN-A46	Hatha Yoga, Beginning	1
KIN-A47	Hatha Yoga, Intermediate	1
KIN-A75	Walking for Fitness	1
KIN-A77	Jogging for Fitness	1
KIN-A78	Long Distance Running	1
KIN-A81	Physical Fitness	1
KIN-A82	Speed, Agility and Quickness Training	1
KIN-A83	Kickboxing Aerobics	1
KIN-A86	Step Aerobics	1
KIN-A90	Weight Training	1
KIN-A92	Weight Training, Advanced	1

Dance

DAN-D21	Ballet, Beginning	1
DAN-D22	Ballet, Intermediate	1
DAN-D23	Ballet, Advanced	1
DAN-D32	Jazz, Beginning	1
DAN-D33	Jazz, Intermediate	1
DAN-D34	Jazz, Advanced	1
DAN-D43	Tap, Beginning	1
DAN-D44	Tap, Intermediate	1
DAN-D45	Tap, Advanced	1

LIST A: Select two courses (minimum 6 units) from the following:

KIN-30	First Aid and CPR	3
MAT-12/12H	Statistics	3
BIO-1	General Biology	4
CHE-1A/1AH	General Chemistry	5
or CHE-2A	Introduction to Chemistry I	4
PHY-10 & 11	Introductory General Physics and Physics Lab	4

Total Units: 20-23

Attachment F  
PROGRAM OUTLINE OF RECORD  
DEGREE/CERTIFICATE MODIFICATION

ADMINISTRATION OF JUSTICE/LAW ENFORCEMENT  
MAS563/MCE563

College: M

PROGRAM PREREQUISITE: None.

**SHORT DESCRIPTION OF PROGRAM**

This program focuses on the criminal justice system, its organizational components and processes, as well as its legal and public policy contexts. This includes instruction in criminal law and policy, police and correction systems organization, the administration of justice and the judiciary, and public attitudes regarding criminal justice issues. The program prepares individuals to perform the duties of police and public security officers, including patrol and investigative activities, traffic control, crowd control and public relations, witness interviewing, evidence collection and management, basic crime prevention methods, weapon and equipment operation and maintenance, report preparation and other routine law enforcement responsibilities. Potential occupations include local police officers, deputy sheriffs, transit or railroad police; state police and highway patrol officers, fish and game wardens, or park rangers; or federal special agents, investigators and marshals.

**PROGRAM LEARNING OUTCOMES**

Upon successful completion of this program, students should be able to:

- Analyze the various aspects of police work
- Identify minimum competencies in police functions of most frequent occurrence
- Apply laws of arrest, search and seizure, documentation of evidence and patrol procedures in a variety of scenarios and environments
- Compare and contrast basic techniques for evaluating and analyzing occupationally hazardous situations and selection of the appropriate response or procedure
- Compare and contrast the concepts of uniformity in police practices and procedures.

Required Courses (36-39 units)	Units
ADJ-B1B Basic Peace Officer Training Academy	39
or	
Reserve Training Module Format	36
ADJ-R1A2 Level III Modular Academy Training	6.5
ADJ-R1B Level II Reserve Officer Training	11
ADJ-R1C Regular Basic Course, Modular Format, Module 1 Training	18.5
 Total Units:	 36-39

**Associate in Science Degree**

The Associate in Science Degree in Administration of Justice Law Enforcement will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog

Attachment G  
PROGRAM OUTLINE OF RECORD  
DEGREE/CERTIFICATE MODIFICATION

College: R

**CULINARY ARTS**

AS561/CE561

PROGRAM PREREQUISITE: None.

**SHORT DESCRIPTION OF PROGRAM**

This program prepares individuals to provide professional chef and related hospitality services in restaurants and other commercial food establishments. This includes instruction in recipe and menu planning, preparing and cooking of foods, supervising and training kitchen assistants, the management of food supplies and kitchen resources, including cost and inventory controls, aesthetics of food preparation and presentation, as well as training in a wide variety of cuisines and culinary techniques.

**PROGRAM LEARNING OUTCOMES**

Upon successful completion of this program, students should be able to:

- Demonstrate learned customer service, wait staffing and point-of-sale system knowledge in a working dining room setting.
- Employ proper safety and sanitation principles to the receiving, storage, preparation, and service of food.
- Formulate menus utilizing menu design techniques, conversions of written recipes, and calculations of food costing and menu pricing.
- Demonstrate practical and theoretical knowledge of classical and contemporary cooking methods for both hot food and baking/pastry arts.
- Demonstrate practical knowledge of classical knife cuts.
- Apply learned cooking methods to international cuisines.
- Demonstrate proficiency in piping skills, mold usage, plate presentation, and other artistic techniques used in the garde manger kitchen as well as hot food, cold food and pastry presentations.

<u>Required Courses (26 units)</u>		<u>Units</u>
CUL-36	Introduction to Culinary Arts	8
CUL-37	Intermediate Culinary Arts	8
CUL-38	Advanced Culinary Arts	8
Electives	(Choose from list below)	2
<u>Elective Courses (2 units)</u>		
CUL-20	Fundamentals of Baking	2
CUL-22	Cake Decorating I	2
Total Units:		26

**Associate in Science Degree**

The Associate in Science Degree in Culinary Arts will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog



## Agenda Item (VIII-D-1)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-1)
Subject	Tentative Project Budget and Borrowing of Measure C for Pathways to Excellence (Title V) Engagement Center Renovation Project at Martin Luther King Jr. High - Technology Center
College/District	Riverside
Funding	Title V Hispanic Serving Institutions (HSI) Grant and College Allocated Measure C Funds
Recommended Action	It is recommended the Board of Trustees approve: (1) the Pathways to Excellence Engagement Center renovation project at Riverside City College; (2) a project budget in the amount of \$365,345; and (3) the borrowing of Measure C funds in the amount of \$227,056 for the Pathways to Excellence Engagement Center renovation project while awaiting annual reimbursement from the U.S. Department of Education

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### Background Narrative:

Riverside City College was successful in obtaining a Title V, Hispanic Serving Institutions (HSI) grant beginning in the 2011-2012 academic year. The purpose of the grant is to develop pathways toward completion (certificate, degree or transfer) and engage students and faculty to increase the success rates of Hispanic and low-income students. The scope of the project requires the remodeling of 4,516 square feet of space in the Martin Luther King Jr. High-Technology Center (MLK) to establish an Engagement Center that includes study spaces, a computer lab, and classroom space to support at-risk students. The Engagement Center will also serve as a faculty professional development center where faculty may receive training on classroom technology. The Riverside City College Strategic Planning process has determined the most cost-effective way of achieving this objective is to renovate portions of the MLK to make it more accessible and easier to navigate the various student services provided in each of its three floors. The \$365,345 budget allocated in the Title V HSI grant is awarded over a five-year period. Year 1 of the construction budget has been released in the amount of \$73,069. A Grant Award Notification letter has been received for Year 2, indicating the budgeted amount of \$65,220 is available to the grant. The remaining construction budget in the amount of \$227,056 (for years 3 through 5) will be released annually over the remaining term of the five-year grant. To ensure that the renovation project stays on track and the objectives of the grant are met, it is requested that the board approve the borrowing of Measure C funds in the amount of \$227,056 to complete the remodel. This amount will be repaid by the U.S. Department of Education through reimbursement requests over the next three years of the grant. Title V HSI grant proposal attached for the Board's review and consideration.

Prepared By: Cynthia Azari, President, Riverside City College  
Wolde-Ab Isaac, Vice President, Academic Affairs  
Shelagh Camak, Executive Dean, Workforce & Resource Development

### Attachments:

[RCC Title V Abstract\\_121112](#)

**ABSTRACT**

**Riverside City College (RCC)**, Riverside, CA, is a dynamic, diverse, **public, two-year community college** that has served California’s “Inland Empire” for almost 100 years. The service area, part of the 14<sup>th</sup> largest metropolitan area in the US, has experienced rapid population growth (26.5%) since 2000, including a growing Latino population; the City of Riverside is home to almost 150,000 Mexican-American citizens (43.2%), the largest concentration in the Inland Empire. Serving **23,865 students, including 8,854 Latino students, in fall 2009**, Riverside City College (RCC) provides over 100 Associate’s degrees, transfer Degrees and career certificates. RCC is governed by a Board of Trustees and is accredited by the Western Association of Schools and Colleges.

Reflecting service area characteristics, **RCC students (38.7% Latino**, 65.4% traditional aged, 58.4% female) are typically first-generation college students (70.7%), receiving need-based financial aid (37%), underprepared upon entry (85.3%), and part-time (68.3%). More than 90% of RCC’s **234 faculty** members hold master’s or doctoral degrees; 13% are Latino; 53% are female; and 63% have been at RCC less than 10 years.

**Significant Problems and Weaknesses:** Fewer than half (47.7%) of RCC students are achieving successful educational outcomes within six years, that number is declining, and rates for Latino students are worse (<40%). Low course success (62%), low course completion (<65%), low student engagement, and low Fall-to-Fall persistence (<45%) indicate that **students need more comprehensive support than the College is providing**. However, limited resources, caught in California’s “cash crisis”, inhibit institutional ability to develop a comprehensive model for student engagement to increase persistence and completion.

**Proposed Solution:** To address these problems, Riverside City College requests funding for *Senderos a Excelencia: Pathways to Excellence*. This Activity has three interdependent components designed to (1) *Engage RCC Students* with intensive exploration of students’ skills, interests, and abilities as they relate to career pathways in Business/Career-Technical, STEM, Liberal Arts/Humanities and intensive academic planning (first-semester Pathway Plans, Student Education Plans, Pathway Advising); (2) *Engage RCC Faculty* and Staff with professional development in strategies to support students who are Hispanic, low-income/at-risk, and/or transferring to four-year degrees and in interacting with and teaching students in virtual environments; and (3) bring these groups together in *Physical and Virtual Engagement Centers* that promote connections and collaboration among students and Faculty, using collaborative technologies to open new lines of communication and increase persistence and graduation rates.

**Total Funds Requested for Five Years = \$3,180,317**

<b>Description</b>	<b>Total</b>
Heavy Renovation (demolition, partitions, walls, electrical systems)	\$108,370
Light Renovation (floors, ceiling tile, painting, reference counter, signage, cleanup, dust control & disposal)	\$88,150
Wiring (communications & security)	\$21,000
Fees (architect, project management, structural, electrical engineers, documentation, contractor, construction testing/inspection)	\$128,914
Escalation (7%)	\$18,911
<b>Total Estimated Cost</b>	<b>\$365,345</b>





## Agenda Item (VIII-D-2)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-2)
Subject	2011-2012 Independent Audit Report for the Riverside Community College District
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees receive the Riverside Community College District's independent audit reports for the year ended June 30, 2012 for the permanent file of the District.

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### Background Narrative:

In accordance with Education Code Section 84040(b), an independent audit of the District's 2011-2012 financial statements was performed by Vavrinek, Trine, Day & Co., LLP Certified Public Accountants (VTD). A copy of the report is attached. A representative of the firm will be available to present the report at the December 4, 2012, Committee meeting. Results of the audit are summarized below.

#### Auditor's Opinion

The auditor has issued an unqualified opinion for the financial audit; an excerpt of which follows:

*Financial Audit* – "In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of Riverside Community College District and its discretely presented component unit as of June 30, 2012 and 2011, and the respective changes in financial position and cash flows, for the years then ended in conformity with accounting principles generally accepted in the United States of America."

#### Current Year Audit Findings

There are two current year audit findings as summarized on page 84 and in detail on pages 86 through 88 of the accompanying audit report. In all other respects, the District was found compliant with Federal and State requirements.

#### Prior Year Audit Findings

The recommendations regarding prior year audit findings were implemented, albeit with one exception. These matters are discussed on pages 89 through 97.

#### Auditor's Required Communication – Audit Completion

In accordance with Statement on Auditing Standards No. 114, at the conclusion of the audit engagement the audit firm, VTD, is required to communicate information to the Board of Trustees regarding its responsibilities under United States Generally Accepted Auditing Standards and OMB Circular A-133, concerning significant accounting policies, accounting estimates, significant audit adjustments and uncorrected misstatements, disagreements with management, consultation with other independent accountants, issues discussed prior to retention of independent auditors and difficulties encountered in performing the audit. Also attached for your information is the required communication issued by VTD.

Aaron Brown, Associate Vice Chancellor, Finance  
Bill Bogle, Controller

**Attachments:**

[12112012\\_RCCD Annual Financial Report FY11-12](#)  
[12112012\\_VTD SAS 114 Letter](#)



RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

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ANNUAL FINANCIAL REPORT

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**JUNE 30, 2012 AND 2011**

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

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***FINANCIAL SECTION***

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**Vavrinek, Trine, Day & Co., LLP**  
Certified Public Accountants

VALUE THE DIFFERENCE

## INDEPENDENT AUDITORS' REPORT

Board of Trustees  
Riverside Community College District  
Riverside, California

We have audited the accompanying basic financial statements of Riverside Community College District (the District) as of and for the years ended June 30, 2012 and 2011, and its discretely presented component unit Riverside Community College District Foundation (the Foundation) as listed in the Table of Contents as of and for the year ended June 30, 2011. These basic financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of the Foundation which represents 100 percent of the assets, net assets, and revenues of the District's aggregate discretely presented component unit as of June 30, 2012, and for the year then ended. Those statements were audited by other auditors whose report dated November 6, 2012, thereon has been furnished to us and our opinion, insofar as it relates to the amounts included for the Foundation, is based solely on the report of the other auditors.

We conducted our audits 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 are free of material misstatement. 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. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, based on our audit and the report of the other auditors, the basic financial statements referred to above present fairly, in all material respects, the financial position of Riverside Community College District and its discretely presented component unit as of June 30, 2012 and 2011, and the respective changes in financial position and cash flows, for the years then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 16 to the financial statements, the State of California continues to suffer the effects of a recessionary economy, which directly impacts the funding formula of Riverside Community College District.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2012, on our consideration of the District's internal control over financial reporting and on 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 financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and is important for assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the supplementary information, such as Management's Discussion and Analysis on pages 4 through 11 and the Schedule of Other Postemployment Benefits (OPEB) Funding Progress on page 60, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Expenditures of Federal Awards, which is required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* (Circular A-133), and other supplementary information listed in the Table of Contents, are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Vaurinek, Time, Day & Co., LLP.

Riverside, California  
November 26, 2012



### ***USING THIS ANNUAL REPORT***

The purpose of this annual report is to provide readers with information about the activities, programs, and financial condition of the Riverside Community College District (the District) as of June 30, 2012. The report consists of three basic financial statements: the Statement of Net Assets; Statement of Revenues, Expenses, and Changes in Net Assets; and Statement of Cash Flows and provides information about the District as a whole. This section of the annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2012. Please read it in conjunction with the District's financial statements, which immediately follow this section. Responsibility for the completeness and accuracy of this information rests with District management.

### ***OVERVIEW OF THE FINANCIAL STATEMENTS***

The Riverside Community College District's financial statements are presented in accordance with Governmental Accounting Standards Board Statements (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*, and No. 35, *Basic Financial Statements - and Management Discussion and Analysis - for Public College and Universities*. These statements allow for the presentation of financial activity and results of operations which focuses on the District as a whole. The entity-wide financial statements present the overall results of operations whereby all of the District's activities are consolidated into one total versus the traditional presentation by fund type. The focus of the Statement of Net Assets is designed to be similar to the bottom line results of the District. This statement combines and consolidates current financial resources with capital assets and long-term obligations. The Statement of Revenues, Expenses, and Changes in Net Assets focuses on the costs of the District's operational activities with revenues and expenses categorized as operating and nonoperating, and expenses are reported by natural classification. The Statement of Cash Flows provides an analysis of the sources and uses of cash within the operations of the District.

The California Community Colleges Chancellor's Office has recommended that all State community colleges follow the Business-Type Activity (BTA) model for financial statement reporting purposes.

### ***FINANCIAL HIGHLIGHTS***

- The District's primary funding source is from apportionment received from the State of California. The primary basis of this apportionment is the calculation of Full-Time Equivalent Students (FTES). During the 2011-2012 fiscal year, total reported resident FTES were 25,858 as compared to 29,149 in the 2010-2011 fiscal year. Total unfunded credit FTES was 1,097 for fiscal year 2011-2012 and 2,258 for fiscal year 2010-2011.
- Several construction and modernization projects at the District's three colleges resulted in completed buildings, building improvements, and improvements to sites totaling \$95,408,776 in the 2011-2012 fiscal year. The projects, listed below, are funded both through State construction revenues and through the District's voter approved General Obligation Bond, Measure C.

Nursing Science Building - Riverside  
Wheelock Gymnasium Seismic Retrofit - Riverside  
Quad Basement Remodel - Riverside

March Dental Education Center - Moreno Valley  
Citrus Savings and Loan Gallery - District  
Allied Health Redistribution - Moreno Valley



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)

JUNE 30, 2012 AND 2011

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- Employee salaries decreased by 8.17 percent or \$9.3 million from the 2010-2011 fiscal year and employee benefits increased by 2.17 percent or \$.7 million. The decrease in salaries is primarily due to a District-wide hiring freeze for full-time employees and a supplementary retirement plan (SRP) offer enacted in fiscal year 2011-2012. In addition, the use of part-time faculty decreased because of an apportionment reduction which resulted in fewer class section offerings during the academic year. The increase in benefit costs is primarily due to the aforementioned supplementary retirement plan (SRP) offer and an increase in health and welfare benefits.
- During the 2011-2012 fiscal year, the District provided over \$60.4 million in financial aid to students attending classes at the three colleges. This aid was provided in the form of grants, scholarships, loans, and tuition reductions funded through the Federal government, State Chancellor's Office, and local funding as shown below.

Federal Pell Grants (PELL)	\$ 38,096,698
Federal Supplement Education Opportunity Grant (FSEOG)	667,101
Federal Direct Student Loans (Direct Loans)	4,295,924
Federal Work Study Program (FWS)	636,832
State of California Cal Grant B (CALG-B)	1,814,345
State of California Cal Grant C (CALG-C)	64,458
California Community College Board of Governor's Fee Wavier	14,870,480
Total Financial Aid Provided to Students	<u>\$ 60,445,838</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)  
JUNE 30, 2012 AND 2011**

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***THE DISTRICT AS A WHOLE***

**Net Assets**

**Table 1**

(Amounts in thousands)

	2012	2011	Change	2010	Change
<b>ASSETS</b>					
<b>Current Assets</b>					
Cash and investments	\$ 110,626	\$ 161,776	\$ (51,150)	\$ 85,170	\$ 25,456
Accounts receivable (net)	48,272	52,590	(4,318)	45,126	3,146
Other current assets	237	236	1	298	(61)
Total Current Assets	<u>159,135</u>	<u>214,602</u>	<u>(55,467)</u>	<u>130,594</u>	<u>28,541</u>
Other noncurrent assets	1,541	1,623	(82)	814	727
Capital assets (net)	<u>335,581</u>	<u>301,606</u>	<u>33,975</u>	<u>247,976</u>	<u>87,605</u>
Total Assets	<u>496,257</u>	<u>517,831</u>	<u>(21,574)</u>	<u>379,384</u>	<u>116,873</u>
<b>LIABILITIES</b>					
<b>Current Liabilities</b>					
Accounts payable and accrued liabilities	35,100	42,785	(7,685)	36,753	(1,653)
Current portion of long-term obligations	<u>8,592</u>	<u>7,101</u>	<u>1,491</u>	<u>9,523</u>	<u>(931)</u>
Total Current Liabilities	<u>43,692</u>	<u>49,886</u>	<u>(6,194)</u>	<u>46,276</u>	<u>(2,584)</u>
Long-Term Obligations	<u>250,264</u>	<u>250,959</u>	<u>(695)</u>	<u>137,554</u>	<u>112,710</u>
Total Liabilities	<u>293,956</u>	<u>300,845</u>	<u>(6,889)</u>	<u>183,830</u>	<u>110,126</u>
<b>NET ASSETS</b>					
Invested in capital assets	180,204	181,872	(1,668)	154,937	25,267
Restricted	21,943	27,176	(5,233)	35,121	(13,178)
Unrestricted	154	7,938	(7,784)	5,496	(5,342)
Total Net Assets	<u>\$ 202,301</u>	<u>\$ 216,986</u>	<u>\$ (14,685)</u>	<u>\$ 195,554</u>	<u>\$ 6,747</u>

The District's components of assets, liabilities, and net assets are noted on page 13.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)

JUNE 30, 2012 AND 2011

#### Operating Results for the Year

The results of this year's operations for the District as a whole are reported in the Statement of Revenues, Expenses, and Changes in Net Assets on page 14.

**Table 2**

(Amounts in thousands)

	2012	2011	Change	2010	Change
<b>Operating Revenues</b>					
Tuition and fees (net)	\$ 13,820	\$ 14,248	\$ (428)	\$ 15,133	\$ (1,313)
Other operating revenues	3	2	1	54	(51)
Total Operating Revenues	13,823	14,250	(427)	15,187	(1,364)
<b>Operating Expenses</b>					
Salaries and benefits	137,923	146,574	(8,651)	143,753	(5,830)
Supplies and maintenance	41,668	31,623	10,045	31,635	10,033
Student financial aid	45,575	51,888	(6,313)	36,424	9,151
Depreciation	11,833	11,095	738	8,481	3,352
Total Operating Expenses	236,999	241,180	(4,181)	220,293	16,706
Loss on Operations	(223,176)	(226,930)	3,754	(205,106)	(18,070)
<b>Nonoperating Revenues</b>					
State apportionments	88,517	100,149	(11,632)	93,478	(4,961)
Property taxes	36,803	36,033	770	37,963	(1,160)
State revenues	4,814	5,078	(264)	4,901	(87)
Federal and State grants and contracts	67,186	74,535	(7,349)	57,468	9,718
Net investment income	1,331	1,622	(291)	2,133	(802)
Net interest expense	(15,265)	(12,287)	(2,978)	(7,313)	(7,952)
Other nonoperating revenues	12,175	12,877	(702)	15,632	(3,457)
Loss on disposal of assets	(11)	(22)	11	-	(11)
Total Nonoperating Revenue	195,550	217,985	(22,435)	204,262	(8,712)
<b>Other Revenues</b>					
State capital income	12,941	30,377	(17,436)	9,851	3,090
Net Increase (Decrease) in Net Assets	\$ (14,685)	\$ 21,432	\$ (36,117)	\$ 9,007	\$ (23,692)

The District's primary revenue sources are local property taxes, student enrollment fees, and State apportionment. Property taxes levied and received from property within the District's boundaries increased slightly during the year. State apportionments decreased due to a decline in funded enrollment as a result of State budget cuts.

Grant and contract revenues relate primarily to student financial aid and to specific Federal and State grants received for programs serving the students and programs of the District. These grant and program revenues are restricted to allowable expenses related to the programs.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)  
 JUNE 30, 2012 AND 2011**

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During 2011-2012, the District's interest income was \$1.3 million and interest expense was \$15.3 million. Interest income is primarily derived from cash held in the Riverside County Treasury. Interest income has decreased approximately \$0.3 million from the 2010-2011 fiscal year due to significantly lower interest rates and the State's apportionment deferral strategy passed along to community colleges. An increase in the General Obligation Bond principal resulting from the Series 2010 D issuance in November 2010 has resulted in increased interest expense for the year.

In accordance with requirements set forth by the California Community Colleges Chancellor's Office, the District reports operating expenses by object code. Operating expenses by functional classification are as follows:

**Table 3**

Year ended June 30, 2012:

(Amounts in thousands)

	Salaries and Employee Benefits	Supplies, Material, and Other Expenses and Services	Student Financial Aid	Depreciation	Total
Instructional activities	\$ 64,973	\$ 4,532	\$ -	\$ -	\$ 69,505
Academic support	36,714	16,669	-	-	53,383
Student services	16,514	2,855	-	-	19,369
Plant operations and maintenance	6,674	5,212	-	-	11,886
Instructional support services	5,232	659	-	-	5,891
Community services and economic development	1,239	523	-	-	1,762
Ancillary services and auxiliary operations	6,193	2,993	-	-	9,186
Student aid	-	-	45,575	-	45,575
Physical property and related acquisitions	385	8,225	-	-	8,610
Unallocated depreciation	-	-	-	11,833	11,833
<b>Total</b>	<b>\$ 137,924</b>	<b>\$ 41,668</b>	<b>\$ 45,575</b>	<b>\$ 11,833</b>	<b>\$ 237,000</b>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)  
JUNE 30, 2012 AND 2011**

Year ended June 30, 2011:

	Salaries and Employee Benefits	Supplies, Material, and Other Expenses and Services	Student Financial Aid	Depreciation	Total
Instructional activities	\$ 68,846	\$ 5,445	\$ -	\$ -	\$ 74,291
Academic support	40,622	13,651	-	-	54,273
Student services	16,593	1,947	-	-	18,540
Plant operations and maintenance	7,067	4,194	-	-	11,261
Instructional support services	5,193	580	-	-	5,773
Community services and economic development	1,435	526	-	-	1,961
Ancillary services and auxiliary operations	6,438	3,254	-	-	9,692
Student aid	-	-	51,887	-	51,887
Physical property and related acquisitions	380	2,027	-	-	2,407
Unallocated depreciation	-	-	-	11,095	11,095
Total	<u>\$ 146,574</u>	<u>\$ 31,624</u>	<u>\$ 51,887</u>	<u>\$ 11,095</u>	<u>\$ 241,180</u>

**Changes in Cash Position**

**Table 4**

(Amounts in thousands)

	2012	2011	Change	2010	Change
Cash Provided by (Used in)					
Operating activities	\$ (211,183)	\$ (210,238)	\$ (945)	\$ (182,881)	\$ (28,302)
Noncapital financing activities	201,311	212,464	(11,153)	186,206	15,105
Capital financing activities	(42,709)	72,875	(115,584)	(34,796)	(7,913)
Investing activities	1,431	1,505	(74)	2,190	(759)
Net Increase (Decrease) in Cash	(51,150)	76,606	(127,756)	(29,281)	(21,869)
Cash, Beginning of Year	161,776	85,170	76,606	114,451	47,325
Cash, End of Year	<u>\$ 110,626</u>	<u>\$ 161,776</u>	<u>\$ (51,150)</u>	<u>\$ 85,170</u>	<u>\$ 25,456</u>

The Statement of Cash Flows on pages 15 and 16 provides information about our cash receipts and payments during the year. This statement also assists users in assessing the District's ability to meet its obligations as they come due and its need for external financing. The District's primary operating receipts are student tuition and fees and Federal, State, and local grants and contracts. The primary operating expense of the District is the payment of salaries and benefits to faculty, administrators, and classified staff.

While State apportionment revenues and property taxes are the primary source of noncapital related revenue, the GASB accounting standards require that this source of revenue is shown as nonoperating revenue as it comes from the general resources of the State and not from the primary users of the college's programs and services, the students. The District depends upon this funding to continue the current level of operations.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)**

**JUNE 30, 2012 AND 2011**

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***CAPITAL ASSET AND DEBT ADMINISTRATION***

**Capital Assets**

At June 30, 2012, the District had \$423.2 million in a broad range of capital assets, including land, buildings, and furniture and equipment. At June 30, 2012, the District's net capital assets were \$335.6 million. Major capital improvement projects are ongoing throughout the college campuses. These projects are primarily funded through State Construction Revenues and District General Obligation Bonds. Projects are accounted for within our Construction in Progress account until the project is completed at which time the cost of the buildings and/or improvements will be recorded to the depreciable Buildings and Improvement category.

**Table 5**

(Amounts in thousands)

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Land and construction in progress	\$ 111,515	\$ 42,737	\$ (96,292)	\$ 57,960
Buildings and land improvements	234,990	95,409	-	330,399
Equipment and vehicles	31,047	3,964	(202)	34,809
Subtotal	377,552	142,110	(96,494)	423,168
Accumulated depreciation	(75,946)	(11,833)	191	(87,588)
	<u>\$ 301,606</u>	<u>\$ 130,277</u>	<u>\$ (96,303)</u>	<u>\$ 335,580</u>

**Obligations**

At the end of the 2011-2012 fiscal year, the District had \$243.1 million in General Obligation Bonds outstanding. These bonds are repaid in annual installments, in accordance with the obligation requirements, by way of property tax assessments on property within the Riverside Community College District's boundaries.

The District is also obligated to employees of the District for vacation, load banking benefits, and retirement payments.

Lease purchase agreements for equipment have been entered into to finance certain capital assets.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)  
JUNE 30, 2012 AND 2011**

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**Table 6**

(Amounts in thousands)

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
General obligation bonds	\$ 244,440	\$ 1,436	\$ (2,727)	\$ 243,149
Other liabilities	11,463	4,386	(3,282)	12,567
Total Long-Term Obligations	<u>\$ 255,903</u>	<u>\$ 5,822</u>	<u>\$ (6,009)</u>	<u>\$ 255,716</u>
 Amount due within one year				 <u>\$ 5,452</u>

***GENERAL FUND BUDGETARY HIGHLIGHTS***

Over the course of the year, the District revises its budget to provide for unanticipated changes in revenues and expenditures. The Board of Trustees adopted the final amendment to the budget for the 2011-2012 fiscal year on June 18, 2012.

The District's final revised budget for the unrestricted General Fund anticipated that expenditures would exceed revenue by \$6.5 million. The actual results for the year showed revenues exceeded expenditures by \$6.0 million.

***ECONOMIC FACTORS AFFECTING THE FUTURE OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT***

The financial position of the District is closely tied to the economic position of the State of California since the District's largest source of general unrestricted revenue is State apportionment at 67.72 percent. The District reported a large decrease in total reported FTES during fiscal year 2011-2012. Due to significant declines in State apportionment funding in fiscal years 2011-2012 and 2012-2013, the District offered fewer sections to reduce costs and the number of unfunded FTES. The District's fiscal year 2012-2013 adopted budget incorporated budget strategies to mitigate projected budget shortfall totaling \$14.3 million. The District continues to monitor enrollment and operating costs of the District to ensure ongoing financial stability and retain the reserve levels required by Board Policy and the State Chancellor's Office.

***CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT***

This financial report is designed to provide the District's citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Riverside Community College District at 4800 Magnolia Avenue, Riverside, California 92506.

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***BASIC FINANCIAL STATEMENTS***

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## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### STATEMENTS OF NET ASSETS - PRIMARY GOVERNMENT JUNE 30, 2012 AND 2011

	<b>2012</b>	<b>2011</b>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 1,243,741	\$ 499,351
Investments - unrestricted	1,333,557	9,314,247
Investments - restricted	108,048,997	151,962,589
Accounts receivable	47,912,606	52,224,808
Student accounts receivable, net	331,086	365,368
Due from fiduciary funds	28,742	29,519
Prepaid expenses	107,561	73,350
Deferred cost on issuance	99,156	101,551
Inventories	29,791	31,336
<b>Total Current Assets</b>	<b>159,135,237</b>	<b>214,602,119</b>
<b>Noncurrent Assets</b>		
Deferred cost on issuance - noncurrent portion	1,541,226	1,623,318
Nondepreciable capital assets	57,959,748	111,514,319
Depreciable capital assets, net of depreciation	277,620,424	190,091,534
<b>Total Noncurrent Assets</b>	<b>337,121,398</b>	<b>303,229,171</b>
<b>TOTAL ASSETS</b>	<b>496,256,635</b>	<b>517,831,290</b>
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts payable	15,032,228	19,986,265
Short-term borrowing	8,960,000	11,710,000
Accrued interest payable	6,371,623	5,922,703
Due to fiduciary funds	38,159	48,154
Deferred revenue	4,698,014	5,118,264
Claims liability	3,140,000	2,156,829
Compensated absences payable - current portion	1,498,186	1,206,283
Bonds payable - current portion	2,635,000	2,330,000
Lease obligations - current portion	33,913	44,576
Other long-term obligations - current portion	1,284,856	1,363,515
<b>Total Current Liabilities</b>	<b>43,691,979</b>	<b>49,886,589</b>
<b>Noncurrent Liabilities</b>		
Compensated absences payable - noncurrent portion	1,090,966	1,408,075
Bonds payable - noncurrent portion	232,889,196	234,088,275
Net debt premium	7,624,866	8,021,939
Lease obligations - noncurrent portion	108,593	140,412
Other long-term obligations - noncurrent portion	8,550,056	7,299,880
<b>Total Noncurrent Liabilities</b>	<b>250,263,677</b>	<b>250,958,581</b>
<b>TOTAL LIABILITIES</b>	<b>293,955,656</b>	<b>300,845,170</b>
<b>NET ASSETS</b>		
Invested in capital assets, net of related debt	180,204,231	181,872,460
Restricted for:		
Debt service	5,279,651	5,940,516
Capital projects	7,891,527	8,908,267
Educational programs	8,771,829	12,327,354
Unrestricted	153,741	7,937,523
<b>TOTAL NET ASSETS</b>	<b>\$ 202,300,979</b>	<b>\$ 216,986,120</b>

The accompanying notes are an integral part of these financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENTS OF REVENUES, EXPENSES,  
AND CHANGES IN NET ASSETS - PRIMARY GOVERNMENT  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<b>2012</b>	<b>2011</b>
<b>OPERATING REVENUES</b>		
Student Tuition and Fees	\$ 28,691,148	\$ 25,422,048
Less: Scholarship discount and allowance	(14,870,480)	(11,174,056)
Net tuition and fees	13,820,668	14,247,992
Other Operating Revenues	2,794	1,941
<b>TOTAL OPERATING REVENUES</b>	13,823,462	14,249,933
<b>OPERATING EXPENSES</b>		
Salaries	105,022,839	114,372,496
Employee benefits	32,900,152	32,201,817
Supplies, materials, and other operating expenses and services	31,269,625	30,321,355
Student financial aid	45,575,301	51,887,584
Equipment, maintenance, and repairs	10,397,955	1,301,734
Depreciation	11,833,261	11,094,650
<b>TOTAL OPERATING EXPENSES</b>	236,999,133	241,179,636
<b>OPERATING LOSS</b>	(223,175,671)	(226,929,703)
<b>NONOPERATING REVENUES (EXPENSES)</b>		
State apportionments, noncapital	88,517,209	100,148,696
Federal grants	57,390,248	64,571,078
State grants	9,795,854	9,963,513
Local property taxes levied for general purposes	24,351,264	25,217,503
Local property taxes levied for capital debt	12,451,654	10,815,265
State taxes and other revenues	4,814,300	5,078,096
Investment income	1,292,122	1,552,553
Interest expense on capital related debt	(15,264,865)	(12,287,170)
Investment income on capital related debt, net	38,544	69,374
Loss on disposal of capital assets	(10,513)	(21,909)
Other nonoperating revenue	12,174,187	12,877,617
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	195,550,004	217,984,616
<b>LOSS BEFORE OTHER REVENUES</b>	(27,625,667)	(8,945,087)
<b>OTHER REVENUES</b>		
State revenues, capital	12,940,526	30,377,255
<b>CHANGE IN NET ASSETS</b>	(14,685,141)	21,432,168
<b>NET ASSETS, BEGINNING OF YEAR</b>	216,986,120	195,553,952
<b>NET ASSETS, END OF YEAR</b>	\$ 202,300,979	\$ 216,986,120

The accompanying notes are an integral part of these financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENTS OF CASH FLOWS - PRIMARY GOVERNMENT  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<b>2012</b>	<b>2011</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Tuition and fees	\$ 14,054,074	\$ 14,130,640
Short-term borrowings	(2,750,000)	690,000
Payments to vendors for supplies and services	(39,968,023)	(29,975,138)
Payments to or on behalf of employees	(136,946,669)	(143,197,856)
Payments to students for Federal direct student aid	(43,696,556)	(49,943,309)
Payments to students for State direct student aid	(1,878,745)	(1,944,275)
Other operating receipts	2,794	1,941
<b>Net Cash Flows From Operating Activities</b>	<b>(211,183,125)</b>	<b>(210,237,997)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
State apportionments	81,559,205	97,308,958
Federal grants and contracts	59,575,682	63,345,722
State grants and contracts	8,852,242	10,221,544
Property taxes - non-debt related	24,513,244	25,385,465
State taxes and other apportionments	12,722,803	(396,424)
Other nonoperating	14,087,527	16,599,056
<b>Net Cash Flows From Noncapital Financing Activities</b>	<b>201,310,703</b>	<b>212,464,321</b>
<b>CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES</b>		
Purchase of capital assets	(51,625,122)	(60,803,033)
Proceeds from sale of general obligation bonds	-	111,844,693
Proceeds from issuance of capital leases	-	176,088
State revenue, capital projects	12,940,526	30,377,255
Property taxes - related to capital debt	12,451,654	10,815,265
Principal paid on capital debt	(2,769,555)	(7,315,835)
Interest paid on capital debt	(15,264,865)	(12,287,170)
Interest received on capital related debt	38,544	69,374
Accreted interest on general obligation bonds	1,435,921	841,477
Deferred cost on issuance	84,487	(843,444)
<b>Net Cash Flows From Capital Financing Activities</b>	<b>(42,708,410)</b>	<b>72,874,670</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Interest received from investments	1,430,940	1,504,704
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	(51,149,892)	76,605,698
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	161,776,187	85,170,489
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b>\$ 110,626,295</b>	<b>\$ 161,776,187</b>

The accompanying notes are an integral part of these financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENTS OF CASH FLOWS - PRIMARY GOVERNMENT, Continued  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<b>RECONCILIATION OF NET OPERATING LOSS TO NET CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Operating Loss	\$ (223,175,671)	\$ (226,929,703)
Adjustments to Reconcile Operating Loss to Net Cash Flows From Operating Activities:		
Depreciation and amortization expense	11,833,261	11,094,650
Changes in Operating Assets and Liabilities:		
Student receivables, net	34,282	8,607
Inventories	1,545	(9,154)
Prepaid expenses	(34,211)	134,720
Accounts payable and other accrued liabilities	1,240,905	1,581,508
Deferred revenue	520,453	(88,834)
Compensated absences	(99,672)	195,858
Supplementary Retirement Plan (SRP)	202,782	1,399,113
Other postemployment benefits (OPEB)	1,043,201	1,685,238
Short-term borrowings	(2,750,000)	690,000
Total Adjustments	<u>11,992,546</u>	<u>16,691,706</u>
<b>Net Cash Flows From Operating Activities</b>	<u>\$ (211,183,125)</u>	<u>\$ (210,237,997)</u>
 <b>CASH AND CASH EQUIVALENTS CONSIST OF THE FOLLOWING:</b>		
Cash in banks	\$ 1,243,741	\$ 499,351
Unrestricted cash in county treasury	1,333,557	9,314,247
Restricted cash in county treasury	108,048,997	151,962,589
<b>Total Cash and Cash Equivalents</b>	<u>\$ 110,626,295</u>	<u>\$ 161,776,187</u>
 <b>NON CASH TRANSACTIONS</b>		
On behalf payments for benefits	\$ 3,132,192	\$ 2,721,709
Loss on disposal of capital assets	10,513	21,909
	<u>\$ 3,142,705</u>	<u>\$ 2,743,618</u>

The accompanying notes are an integral part of these financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENTS OF FIDUCIARY NET ASSETS  
 JUNE 30, 2012 AND 2011**

	<b>2012</b>	<b>2011</b>
	<b>Trust</b>	<b>Trust</b>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,877,595	\$ 2,000,087
Accounts receivable, net	1,171	12,557
Due from primary government funds	38,159	48,154
<b>Total Assets</b>	<u>1,916,925</u>	<u>2,060,798</u>
<b>LIABILITIES</b>		
Accounts payable	48,474	65,210
Due to primary government funds	28,742	29,519
Due to student groups	991,095	971,508
<b>Total Liabilities</b>	<u>1,068,311</u>	<u>1,066,237</u>
<b>NET ASSETS</b>		
Unreserved	848,614	994,561
<b>Total Net Assets</b>	<u>\$ 848,614</u>	<u>\$ 994,561</u>

The accompanying notes are an integral part of these financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENTS OF CHANGES IN FIDUCIARY NET ASSETS  
 FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<b>2012</b>	<b>2011</b>
	<b>Trust</b>	<b>Trust</b>
<b>ADDITIONS</b>		
Local revenues	\$ 614,011	\$ 688,812
<b>DEDUCTIONS</b>		
Books and supplies	371,377	334,707
Services and operating expenditures	245,507	270,635
Capital outlay	111,896	-
<b>Total Deductions</b>	<b>728,780</b>	<b>605,342</b>
<b>OTHER FINANCING USES</b>		
Other uses	(31,178)	(18,944)
<b>Change in Net Assets</b>	<b>(145,947)</b>	<b>64,526</b>
<b>Net Assets - Beginning</b>	<b>994,561</b>	<b>930,035</b>
<b>Net Assets - Ending</b>	<b>\$ 848,614</b>	<b>\$ 994,561</b>

The accompanying notes are an integral part of these financial statements.

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***DISCRETELY PRESENTED COMPONENT UNIT  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION***

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**DISCRETELY PRESENTED COMPONENT UNIT  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2012 AND 2011**

	<b>2012</b>	<b>2011</b>
<b>ASSETS</b>		
Current Assets		
Cash and Cash Equivalents		
Unrestricted	\$ 503,002	\$ 636,646
Restricted	869,218	1,316,324
Accounts receivable	1,600	10,078
Unconditional promises to give	538,155	370,615
Prepaid expense	2,000	-
Total Current Assets	1,913,975	2,333,663
Noncurrent Assets		
Investments - restricted	4,804,265	3,488,505
Long-term unconditional promises to give, net of allowance	91,381	-
Total Noncurrent Assets	4,895,646	3,488,505
Total Assets	\$ 6,809,621	\$ 5,822,168
 <b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities		
Accounts payable	\$ 67,539	\$ 201,829
Refundable advance	113,592	-
Promises to give to others	452,779	1,009,708
Total Current Liabilities	633,910	1,211,537
Total Liabilities	633,910	1,211,537
 <b>NET ASSETS</b>		
Unrestricted		
Undesignated	(189,192)	(1,094,968)
Board designated	15,669	16,287
Total Unrestricted	(173,523)	(1,078,681)
Temporarily restricted	1,239,303	1,917,636
Permanently restricted	5,109,931	3,771,676
Total Net Assets	6,175,711	4,610,631
Total Liabilities and Net Assets	\$ 6,809,621	\$ 5,822,168

The accompanying notes are an integral part of these financial statements.



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**DISCRETELY PRESENTED COMPONENT UNIT  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION  
STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<b>2012</b>			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
<b>REVENUES</b>				
Donations	\$ 361,936	\$ 586,289	\$ 1,413,012	\$ 2,361,237
In-kind donations				
Donated assets	21,431	-	-	21,431
Donated material	31,904	-	-	31,904
Donated services	515,683	-	-	515,683
Miscellaneous revenue	-	-	-	-
<b>Total Revenues</b>	<u>930,954</u>	<u>586,289</u>	<u>1,413,012</u>	<u>2,930,255</u>
Assets released from restriction	<u>1,432,579</u>	<u>(1,266,923)</u>	<u>(165,656)</u>	<u>-</u>
<b>Total Revenues and Reclassifications</b>	<u>2,363,533</u>	<u>(680,634)</u>	<u>1,247,356</u>	<u>2,930,255</u>
<b>EXPENSES</b>				
Operating expenses	576,325	-	-	576,325
Program expenses	876,378	-	-	876,378
Fundraising expenses	8,246	-	-	8,246
<b>Total Expenses</b>	<u>1,460,949</u>	<u>-</u>	<u>-</u>	<u>1,460,949</u>
<b>OTHER INCOME (EXPENSE)</b>				
Realized gain (loss) on sale of investments	(1,083)	(1,082)	(41,137)	(43,302)
Unrealized gain on investments	1,299	1,299	49,365	51,963
Interest and dividends income	2,358	2,084	82,671	87,113
Interest expense	-	-	-	-
<b>Total Other Income (Expense)</b>	<u>2,574</u>	<u>2,301</u>	<u>90,899</u>	<u>95,774</u>
<b>CHANGE IN NET ASSETS</b>	<u>905,158</u>	<u>(678,333)</u>	<u>1,338,255</u>	<u>1,565,080</u>
<b>NET ASSETS, BEGINNING OF YEAR AS PREVIOUSLY STATED</b>	<u>(1,078,681)</u>	<u>1,917,636</u>	<u>3,771,676</u>	<u>4,610,631</u>
<b>PRIOR PERIOD ADJUSTMENTS</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET ASSETS, BEGINNING OF YEAR AS RESTATED</b>	<u>(1,078,681)</u>	<u>1,917,636</u>	<u>3,771,676</u>	<u>4,610,631</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ (173,523)</u>	<u>\$ 1,239,303</u>	<u>\$ 5,109,931</u>	<u>\$ 6,175,711</u>

The accompanying notes are an integral part of these financial statements.

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<b>2011</b>			
Unrestricted	Temporarily Restricted	Permanently Restricted	Total
\$ 24,079	\$ 692,317	\$ 174,993	\$ 891,389
19,935	-	-	19,935
21	-	-	21
532,137	-	-	532,137
889,800	-	-	889,800
<u>1,465,972</u>	<u>692,317</u>	<u>174,993</u>	<u>2,333,282</u>
<u>1,149,341</u>	<u>(1,035,256)</u>	<u>(114,085)</u>	<u>-</u>
<u>2,615,313</u>	<u>(342,939)</u>	<u>60,908</u>	<u>2,333,282</u>
753,106	-	-	753,106
1,008,290	-	-	1,008,290
3,332	-	-	3,332
<u>1,764,728</u>	<u>-</u>	<u>-</u>	<u>1,764,728</u>
362	271	8,411	9,044
19,052	13,853	437,452	470,357
3,933	2,950	91,434	98,317
(5,915)	-	-	(5,915)
<u>17,432</u>	<u>17,074</u>	<u>537,297</u>	<u>571,803</u>
<u>868,017</u>	<u>(325,865)</u>	<u>598,205</u>	<u>1,140,357</u>
(886,990)	2,243,501	3,173,471	4,529,982
<u>(1,059,708)</u>	<u>-</u>	<u>-</u>	<u>(1,059,708)</u>
<u>(1,946,698)</u>	<u>2,243,501</u>	<u>3,173,471</u>	<u>3,470,274</u>
<u>\$ (1,078,681)</u>	<u>\$ 1,917,636</u>	<u>\$ 3,771,676</u>	<u>\$ 4,610,631</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**DISCRETELY PRESENTED COMPONENT UNIT  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in Net Assets	\$ 1,565,080	\$ 1,140,357
Adjustments to Reconcile Change in Net Assets to Net Cash Flows From Operating Activities		
Unrealized gain on investments	(51,963)	(470,353)
Contribution of restricted donations	(1,413,012)	(1,071,857)
Provision for doubtful accounts	2,930	-
Forgiveness of debt income	-	(889,800)
(Increase) decrease in:		
Accounts receivable	8,478	4,672
Prepaid expenses	(2,000)	-
Unrestricted unconditional promises to give	272,584	11,721
Increase (decrease) in:		
Accounts payable	(134,290)	(4,741,862)
Refundable advance	113,592	-
Net Cash Flows From Operating Activities	<u>361,399</u>	<u>(6,017,122)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of investments	(1,309,232)	(147,780)
Proceeds from sale of investments	45,435	105,826
Net Cash Flows From Investing Activities	<u>(1,263,797)</u>	<u>(41,954)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Change in long-term unconditional promises to give	(91,381)	426,226
Payments on promises to give to others	(556,929)	(50,000)
Collections of restricted contributions	1,417,064	1,498,083
Net Cash Flows From Financing Activities	<u>768,754</u>	<u>1,874,309</u>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	(133,644)	(4,184,767)
<b>UNRESTRICTED CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>636,646</u>	<u>4,821,413</u>
<b>UNRESTRICTED CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 503,002</u>	<u>\$ 636,646</u>
<b>REQUIRED DISCLOSURE</b>		
Interest paid	<u>\$ -</u>	<u>\$ 5,915</u>

The accompanying notes are an integral part of these financial statements.

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***NOTES TO FINANCIAL STATEMENTS***

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## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### **NOTE 1 - ORGANIZATION**

The Riverside Community College District (the District) was established in 1916 as a political subdivision of the State of California and is a comprehensive, public, two-year institution offering educational services to residents of the surrounding area. The District operates under a locally elected five-member Board of Trustees form of government, which establishes the policies and procedures by which the District operates. The Board must approve the annual budgets for the General Fund, special revenue funds, capital project funds, and proprietary funds, but these budgets are managed at the department level. Currently, the District operates three colleges located within western Riverside County. While the District is a political subdivision of the State of California, it is legally separate and is independent of other State and local governments, and it is not a component unit of the State in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 39.

#### **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Financial Reporting Entity**

The District has adopted GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*. This statement amends GASB Statement No. 14, *The Financial Reporting Entity*, to provide additional guidance to determine whether certain organizations, for which the District is not financially accountable, should be reported as component units based on the nature and significance of their relationship with the District. The three components used to determine the presentation are: providing a "direct benefit", the "environment and ability to access/influence reporting", and the "significance" criterion. As defined by accounting principles generally accepted in the United States of America and established by the Governmental Accounting Standards Board, the financial reporting entity consists of the primary government, the District, and the following component units:

- **Riverside Community College District Foundation**

The Riverside Community College District Foundation (the Foundation) is a legally separate, tax-exempt organization. The Foundation acts primarily as a fundraising organization to provide grants and scholarships to students and support to employees, programs, and departments of the District. Although the District does not control the timing or amount of receipts from the Foundation, the majority of resources, or income thereon, that the Foundation holds and invests are restricted to the activities of the District by the donors. Because these restricted resources held by the Foundation can only be used by, or for the benefit of, the District, the Foundation is considered a component unit of the District with the inclusion of the statements as a discretely presented component unit. The Foundation is reported in separate financial statements because of the difference in its reporting model, as further described below.

The Foundation is a not-for-profit organization under Internal Revenue Code (IRC) Section 501(c)(3) that reports its financial results in accordance with Financial Accounting Standards Codifications. As such, certain revenue recognition criteria and presentation features are different from GASB revenue recognition criteria and presentation features. No modifications have been made to the Foundation's financial information in the District's financial reporting entity for these differences.

Complete financial statements for the Foundation can be obtained from the Foundation's Business Office at 4800 Magnolia Avenue, Riverside, California 92506.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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- **Riverside Community College District Development Corporation**

The Riverside Community College District Development Corporation (the Corporation) is a legally separate organization and a component unit of the District. The Corporation was formed to provide financing and acquire assets for the District. A majority of the Corporation's Board of Directors either serves by reason of their position in the District or is appointed by the District's Board of Trustees. The financial activity has been "blended" or consolidated within the financial statements as the District as if the activity was the District's. Within the other supplementary information section of the report, the activity is included as the Riverside Community College District Development Corporation Fund as a Special Revenue Fund of the District. Individually prepared financial statements are not prepared for the Corporation.

#### **Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

For financial reporting purposes, the District is considered a special-purpose government engaged only in business-type activities as defined by GASB Statements No. 34 and No. 35 as amended by GASB Statements No. 37, No. 38, and No. 39. This presentation provides a comprehensive entity-wide perspective of the District's assets, liabilities, activities, and cash flows and replaces the fund group perspective previously required. Accordingly, the District's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. The significant accounting policies followed by the District in preparing these financial statements are in accordance with accounting principles generally accepted in the United States of America as prescribed by GASB. Additionally, the District's policies comply with the California Community Colleges Chancellor's Office *Budget and Accounting Manual*. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All material intra-agency and intra-fund transactions have been eliminated.

Revenues resulting from exchange transactions, in which each party gives and receives essentially equal value, are classified as operating revenues. These transactions are recorded on the accrual basis when the exchange takes place. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, operating revenues consist primarily of student fees and auxiliary activities through the bookstore and cafeteria.

Nonexchange transactions, in which the District receives value without directly giving equal value in return, include State apportionments, property taxes, certain Federal and State grants, entitlements, and donations. Property tax revenue is recognized in the fiscal year received. State apportionment revenue is earned based upon criteria set forth from the Community Colleges Chancellor's Office and includes reporting of full-time equivalent student (FTES) attendance. The corresponding apportionment revenue is recognized in the period the FTES are generated. Revenue from Federal and State grants and entitlements are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements may include time and/or purpose requirements.

Operating expenses are incurred to provide instructional services including support costs, auxiliary services, and depreciation of capital assets. All other expenses not meeting this definition are reported as nonoperating. Expenses are recorded on the accrual basis as they are incurred; when goods are received or services are rendered.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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The District reports are based on all applicable GASB pronouncements, as well as applicable Financial Accounting Standards Board (FASB) pronouncements issued on or before November 30, 1989, unless those pronouncements conflict or contradict GASB pronouncements. The District has not elected to apply FASB pronouncements after that date.

The financial statements are presented in accordance with the reporting model as prescribed in GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, and GASB Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*, as amended by GASB Statements No. 37 and No. 38. The business-type activities model followed by the District requires the following components of the District's financial statements:

- Management's Discussion and Analysis
- Basic Financial Statements for the District as a whole including:
  - Statements of Net Assets - Primary Government
  - Statements of Revenues, Expenses, and Changes in Net Assets - Primary Government
  - Statements of Cash Flows - Primary Government
  - Financial Statements for the Fiduciary Funds including:
    - Statements of Fiduciary Net Assets
    - Statements of Changes in Fiduciary Net Assets
- Notes to the Financial Statements

#### **Cash and Cash Equivalents**

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include unrestricted cash with county treasury balances for purposes of the Statement of Cash Flows. Restricted cash and cash equivalents represent balances restricted by external sources such as grants and contracts or specifically restricted for the repayment of capital debt.

#### **Investments**

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, investments held at June 30, 2012 and 2011, are stated at fair value. Fair value is estimated based on quoted market prices at year-end. Short-term investments have an original maturity date greater than three months, but less than one year at time of purchase. Long-term investments have an original maturity of greater than one year at the time of purchase.

#### **Restricted Assets**

Restricted assets arise when restrictions on their use change the normal understanding of the availability of the asset. Such constraints are either imposed by creditors, contributors, grantors, or laws of other governments or imposed by enabling legislation. Restricted assets are classified on the Statement of Net Assets because their use is limited by enabling legislation, applicable bond covenants, and other laws of other governments. Also, resources have been set aside to satisfy certain requirements of the bonded debt issuance and to fund certain capital asset projects.

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011**

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#### **Accounts Receivable**

Accounts receivable include amounts due from the Federal, State and/or local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Accounts receivable also consist of tuition and fee charges to students and auxiliary enterprise services provided to students, faculty, and staff, the majority of each residing in the State of California. The District provides for an allowance for uncollectible accounts as an estimation of amounts that may not be received. This allowance is based upon management's estimates and analysis. The allowance was estimated at \$82,771 and \$91,342 for the years ended June 30, 2012 and 2011, respectively.

#### **Prepaid Expenses**

Prepaid expenses represent payments made to vendors and others for services that will benefit periods beyond June 30.

#### **Inventories**

Inventories consist primarily of cafeteria food and supplies held for resale to the students and faculty of the college. Inventories are stated at cost, utilizing the weighted average method. The cost is recorded as an expense as the inventory is consumed.

#### **Capital Assets and Depreciation**

Capital assets are long-lived assets of the District as a whole and include land, construction-in-progress, buildings, leasehold improvements, and equipment. The District maintains an initial unit cost capitalization threshold of \$5,000 and an estimated useful life greater than one year. Assets are recorded at historical cost, or estimated historical cost, when purchased or constructed. The District does not possess any infrastructure. Donated capital assets are recorded at estimated fair market value at the date of donation. Improvements to buildings and land that significantly increase the value or extend the useful life of the asset are capitalized; the costs of routine maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are charged as an operating expense in the year in which the expense was incurred. Major outlays for capital improvements are capitalized as construction-in-progress as the projects are constructed.

Depreciation of capital assets is computed and recorded utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 15 to 50 years; improvements, 10 years; equipment, 3 to 8 years; vehicles, 5 to 10 years.

#### **Accrued Liabilities and Long-term Obligations**

All payables, accrued liabilities, and long-term obligations are reported in the entity-wide financial statements.

#### **Deferred Issuance Costs, Premiums, and Discounts**

Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method.

Deferred amount on refunding is amortized using the straight line method over the remaining life of the new debt.



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### Compensated Absences

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the entity-wide financial statements. The amounts have been recorded in the fund from which the employees, who have accumulated the leave, are paid. The District also participates in "load-banking" with eligible academic employees whereby the employee may teach extra courses in one period in exchange for time off in another period.

Sick leave is accumulated without limit for each employee based upon negotiated contracts. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, retirement credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave. Retirement credit for unused sick leave is available to all full-time employees based on the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement Systems (CalPERS) criteria.

#### Deferred Revenue

Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for deferred revenue is removed from the combined balance sheet and revenue is recognized. Deferred revenues include (1) amounts received for tuition and fees prior to the end of the fiscal year that are related to the subsequent fiscal year and (2) amounts received from Federal and State grants received before the eligibility requirements are met are recorded as deferred revenue.

#### Noncurrent Liabilities

Noncurrent liabilities include bonds and notes payable, compensated absences, claims payable, capital lease obligations, and OPEB obligations with maturities greater than one year.

#### Net Assets

GASB Statements No. 34 and No. 35 report equity as "Net Assets" and represent the difference between assets and liabilities. Net assets are classified according to imposed restrictions or availability of assets for satisfaction of District obligations according to the following net asset categories:

**Invested in Capital Assets, Net of Related Debt:** Capital Assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets. To the extent debt has been incurred, but not yet expended for capital assets, such accounts are not included as a component invested in capital assets – net of related debt.

**Restricted - Expendable:** Net assets whose use by the District is subject to externally imposed constraints that can be fulfilled by actions of the District pursuant to those constraints or by the passage of time. Net assets may be restricted for capital projects, debt repayment, and/or educational programs.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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None of the District's restricted net assets have resulted from enabling legislation adopted by the District.

**Unrestricted:** Net assets that are not subject to externally imposed constraints. Unrestricted net assets may be designated for specific purposes by action of the Board of Trustees or may otherwise be limited by contractual agreements with outside parties. Substantially all unrestricted net assets are designated for special purposes.

When both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first and the unrestricted resources when they are needed. The entity-wide financial statements report \$21,943,007 of restricted net assets.

#### **State Apportionments**

Certain current year apportionments from the State are based on financial and statistical information of the previous year. Any corrections due to the recalculation of the apportionment are made in February of the subsequent year. When known and measurable, these recalculations and corrections are accrued in the year in which the FTES are generated.

#### **Property Taxes**

Secured property taxes attach as an enforceable lien on property as of January 1. The County of Riverside Assessor is responsible for assessment of all taxable real property. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Riverside bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when the County notifies the District of the availability of the revenues.

The voters of the District passed a General Obligation Bond in 2004 for the acquisition, construction, and remodeling of certain District property. As a result of the passage of the Bond, property taxes are assessed on the property within the District specifically for the repayment of the debt incurred. The taxes are billed and collected as noted above and remitted to the District when collected.

#### **Board of Governors Grants (BOGG) and Fee Waivers**

Student tuition and fee revenue is reported net of allowances and fee waivers approved by the Board of Governors through BOGG fee waivers in the Statement of Revenues, Expenses, and Changes in Net Assets. Scholarship discounts and allowances represent the difference between stated charges for enrollment fees and the amount that is paid by students or third parties making payments on the students' behalf. To the extent that fee waivers have been used to satisfy tuition and fee charges, the District has recorded a scholarship discount and allowance.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### **Federal Financial Assistance Programs**

The District participates in federally funded Pell Grants, FSEOG Grants, Federal Work-Study, and Federal Direct Student Loan programs, as well as other programs funded by the Federal government. Financial aid to students is either reported as operating expenses or scholarship allowances, which reduce revenues. The amount reported as operating expense represents the portion of aid that was provided to the student in the form of cash. These programs are audited in accordance with the Single Audit Act Amendments of 1996, and the U.S. Office of Management and Budget's revised Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and the related *Compliance Supplement*. During the years ended June 30, 2012 and 2011, the District distributed \$4,295,924 and \$4,357,631, respectively, in direct lending through the U.S. Department of Education.

#### **On Behalf Payments**

GASB Statement No. 24 requires direct on behalf payments for fringe benefits and salaries made by one entity to a third party recipient for the employees for another legally separate entity be recognized as revenues and expenditures by the employer entity. The State of California makes direct on behalf payments to CalSTRS on behalf of all community colleges in California.

#### **Estimates**

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

#### **Interfund Activity**

Interfund transfers and interfund receivables and payables are eliminated within the primary government funds during the consolidation process in the entity-wide financial statements.

#### **Foundation Financial Statement Presentation**

The Riverside Community College District Foundation presents its financial statements in accordance with Statement of Financial Accounting Codifications. Under these reporting requirements, the Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As permitted by the codification, the Foundation does not use fund accounting.

**Permanently Restricted Net Assets** - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on related investments for general or specific purposes.

**Temporarily Restricted Net Assets** - Net assets subject to donor-imposed stipulations that will be met by actions of the Foundation and/or the passage of time.

**Unrestricted Net Assets** - Net assets not subject to donor-imposed restrictions.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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Revenues and expenses are recorded when incurred in accordance with the accrual basis of accounting. Revenues are reported as increases in the unrestricted net assets classification unless use of the related assets is limited by donor-imposed restrictions. Contributions, including unconditional promises to give, are recognized as revenue in the period received. Conditional promises to give are not recognized as revenue until the conditions on which they depend are substantially met. Contributions for in-kind gifts from outside sources are recorded at their fair market value on the date of the donation.

Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law.

Investments are reported at fair value in accordance with FASB Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures*.

#### **New Accounting Pronouncements**

From time to time, the Governmental Accounting Standards Board will issue additional guidance on the accounting and reporting for financial transactions affecting governmental entities. The following is a summary of the most recent pronouncements which will impact future reporting or accounting requirements for the District. The full text of the following statements, along with implementation guides, may be found on the GASB website: [www.gasb.org](http://www.gasb.org).

In November 2010, GASB issued Statement No. 61, *The Financial Reporting Entity: Omnibus - an amendment of GASB Statements No. 14 and No. 34*.

This Statement modifies and amends certain requirements for inclusion and reporting of component units in the financial reporting entity. Guidance is provided for both blended and discretely presented component units. The provisions of this Statement are effective for financial statements for periods beginning after June 15, 2012. Earlier implementation is encouraged. Management does not believe the implementation of this Statement will materially impact the reporting of the District or related component units for the June 30, 2013, financial statements.

In December 2010, GASB issued Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*.

The objective of this Statement is to incorporate into the GASB's authoritative literature certain accounting and financial reporting guidance that is included within other pronouncements issued on or before November 30, 1989, which does not conflict or contradict the GASB pronouncements. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2011. Earlier implementation is encouraged. The provisions of this Statement are required to be applied retroactively for all periods presented. Management is in the process of determining the impact to the District reporting for the June 30, 2013, financial statements.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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In June 2011, GASB issued Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*.

This Statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2011. Earlier implementation is encouraged. Management does not believe the implementation of this Statement will materially impact the reporting of the District for the June 30, 2013, financial statements.

In March 2012, GASB issued Statement No. 65, *Items Previously Reported as Assets and Liabilities*.

This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2012. Earlier implementation is encouraged. Management does not believe the implementation of this Statement will materially impact the reporting of the District for the June 30, 2014, financial statements.

In March 2012, GASB issued Statement No. 66, *Technical Corrections - 2012 - an amendment of GASB Statements No. 10 and No. 62*.

The objective of this Statement is to improve accounting and financial reporting for a governmental financial reporting entity by resolving conflicting guidance that resulted from the issuance of two pronouncements, GASB Statements No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, and No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2012. Earlier implementation is encouraged. Management does not believe the implementation of this Statement will materially impact the reporting of the District for the June 30, 2014, financial statements.

In June 2012, GASB issued Statements No. 67, *Financial Reporting for Pension Plans*, and No. 68, *Accounting and Financial Reporting for Pensions - an amendment of Statement No. 27*.

The primary objective of these Statements is to improve accounting and financial reporting by State and local governments for pensions. It also improves information provided by State and local governmental employers about financial support for pensions that is provided by other entities. This Statement and Statement No. 67 establish a definition of a pension plan that reflects the primary activities associated with the pension arrangement - determining pensions, accumulating and managing assets dedicated for pensions, and paying benefits to plan members as they come due. This Statement is effective for fiscal years beginning after June 15, 2014. Earlier implementation is encouraged. Management is in the process of determining the impact of both GASB Statements No. 67 and No. 68 on the June 30, 2015, financial statements.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### **Comparative Financial Information**

Comparative financial information for the prior year has been presented for additional analysis; certain amounts presented in the prior year data may have been reclassified in order to be consistent with the current year's presentation.

#### ***NOTE 3 - DEPOSITS AND INVESTMENTS***

##### **Policies and Practices**

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

**Investment in County Treasury** - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section (ECS) 41001). The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis. The County Treasurer also holds investments in a separate investment agreement account other than the County Pooled Investment noted above on behalf of the District. Funds in this investment agreement are strictly related to the District's general obligation bonds.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012 AND 2011**

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**General Authorizations**

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

**Summary of Deposits and Investments**

Deposits and investments as of June 30, 2012, consist of the following:

Cash on hand and in banks	<u>Primary Government</u> \$ 1,193,741
Cash in revolving	50,000
Investments	<u>109,382,554</u>
Total Deposits and Investments	<u>\$ 110,626,295</u>
Cash on hand and in banks	<u>Fiduciary Funds</u> \$ 1,877,595

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012 AND 2011**

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Pool and County Pooled Investment Fund.

**Specific Identification**

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the District's investment by maturity:

<u>Investment Type</u>	<u>Fair Market Value</u>	<u>Maturity Date</u>
Riverside County Investment Pool	<u>\$ 109,513,443</u>	1.18*

\*Weighted average of maturity in years.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investments in the County pool are rated Aaa by Fitch Ratings Ltd. as of June 30, 2012.

<u>Investment Type</u>	<u>Minimum Legal Rating</u>	<u>Rating June 30, 2012</u>	<u>Fair Market Value</u>
Riverside County Investment Pool	Not Required	Aaa	<u>\$ 109,513,443</u>

**Custodial Credit Risk - Deposits**

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk. However, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2012, the District and fiduciary funds had bank balances of \$1,426,543 and \$2,037,623, respectively, totaling \$3,464,166 of which \$2,510,581 was exposed to custodial credit risk because it was uninsured and collateralized at 110 percent of balance over \$250,000 with securities held by the pledging financial institution's trust department or agent, but not in the name of the District.



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### Custodial Credit Risk - Investments

This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. The cash held in the County Treasury is uncategorized and the fair value approximates carrying value are shown above in the credit risk schedule. Deposits with the County Treasury are not categories because they do not represent securities which exist in physical or book entry form. The deposits with the County Treasury are valued using the amortized cost method (which approximates fair value). The fair values are provided by the County Treasurer. As of June 30, 2012, \$109,382,554 is invested in the Riverside County Treasurer's Pooled Investment Fund. The Pooled Investment Fund is currently rated Aaa by Fitch Ratings Ltd.

#### NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable for the District consisted primarily of intergovernmental grants, entitlements, interest, and other local sources.

The accounts receivable are as follows:

	Primary Government	
	2012	2011
Federal Government		
Categorical aid	\$ 4,860,532	\$ 6,868,214
FEMA	-	174,843
State Government		
Apportionment	32,195,723	24,203,536
Categorical aid	2,181,720	2,197,640
Other State sources	4,885,258	12,777,841
Local Sources		
Interest	108,606	247,424
Property taxes	1,154,855	1,316,835
Riverside Community College District Foundation	32,710	155,782
Riverside County Redevelopment Agency	93,213	1,208,503
Contributions from Foundation for Aquatics Complex	101,048	556,929
Other local sources	2,298,941	2,517,261
Total	\$ 47,912,606	\$ 52,224,808
Student receivables	\$ 413,857	\$ 456,710
Less allowance for bad debt	(82,771)	(91,342)
Student receivables, net	\$ 331,086	\$ 365,368
Total Receivables, Net	\$ 48,243,692	\$ 52,590,176

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

#### NOTE 5 - CAPITAL ASSETS

Capital asset activity for the District for the fiscal year ended June 30, 2012, was as follows:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year
Capital Assets Not Being Depreciated				
Land	\$ 32,502,697	\$ -	\$ -	\$ 32,502,697
Construction in progress	79,011,622	42,736,962	96,291,533	25,457,051
Total Capital Assets Not Being Depreciated	<u>111,514,319</u>	<u>42,736,962</u>	<u>96,291,533</u>	<u>57,959,748</u>
Capital Assets Being Depreciated				
Land improvements	11,598,766	489,309	-	12,088,075
Buildings and improvements	223,391,830	94,919,467	-	318,311,297
Furniture and equipment	31,046,995	3,963,888	201,981	34,808,902
Total Capital Assets Being Depreciated	<u>266,037,591</u>	<u>99,372,664</u>	<u>201,981</u>	<u>365,208,274</u>
Total Capital Assets	<u>377,551,910</u>	<u>142,109,626</u>	<u>96,493,514</u>	<u>423,168,022</u>
Less Accumulated Depreciation				
Land improvements	5,773,770	402,927	-	6,176,697
Buildings and improvements	45,251,975	8,364,149	-	53,616,124
Furniture and equipment	24,920,312	3,066,185	191,468	27,795,029
Total Accumulated Depreciation	<u>75,946,057</u>	<u>11,833,261</u>	<u>191,468</u>	<u>87,587,850</u>
Net Capital Assets	<u>\$ 301,605,853</u>	<u>\$ 130,276,365</u>	<u>\$ 96,302,046</u>	<u>\$ 335,580,172</u>

Depreciation expense for the year was \$11,833,261.

The District was the beneficiary of an extensive bequest of Mine Okubo's estate, a Japanese-American artist, inclusive of paintings, works of art, reference materials, photographs, books, writings, letters, and printed material. The District took possession of the materials bequeathed from the estate of Ms. Okubo as of June 30, 2009. The District has included the collection and materials as priceless in the District's capital assets (non-depreciable assets). During the course of the next several years and as the District learns the collection's long-term historical value, the values will be added to the District's capital assets. As of June 30, 2012, the District has not recorded a value for the collection in the financial statements.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

Capital asset activity for the District for the fiscal year ended June 30, 2011, was as follows:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year
Capital Assets Not Being Depreciated				
Land	\$ 32,502,697	\$ -	\$ -	\$ 32,502,697
Construction in progress	45,860,319	58,949,478	25,798,175	79,011,622
Total Capital Assets Not Being Depreciated	78,363,016	58,949,478	25,798,175	111,514,319
Capital Assets Being Depreciated				
Land improvements	11,287,106	311,660	-	11,598,766
Buildings and improvements	194,617,048	28,774,782	-	223,391,830
Furniture and equipment	28,772,543	2,508,904	234,452	31,046,995
Total Capital Assets Being Depreciated	234,676,697	31,595,346	234,452	266,037,591
Total Capital Assets	313,039,713	90,544,824	26,032,627	377,551,910
Less Accumulated Depreciation				
Land improvements	5,362,378	411,392	-	5,773,770
Buildings and improvements	38,311,015	6,940,960	-	45,251,975
Furniture and equipment	21,390,557	3,742,298	212,543	24,920,312
Total Accumulated Depreciation	65,063,950	11,094,650	212,543	75,946,057
Net Capital Assets	\$ 247,975,763	\$ 79,450,174	\$ 25,820,084	\$ 301,605,853

Depreciation expense for the year was \$11,094,650.

#### **NOTE 6 - ACCOUNTS PAYABLE**

Accounts payable for the District consisted of the following:

	Primary Government	
	2012	2011
Accrued payroll and benefits	\$ 754,074	\$ 924,063
Apportionment	2,838,589	1,804,406
Student financial aid grants	1,518,294	2,377,808
State categorical programs	131,712	336,469
Construction payables	5,637,842	11,444,871
Vendor payables	4,151,717	3,098,648
Total	\$ 15,032,228	\$ 19,986,265
	Fiduciary Funds	
	2012	2011
Vendor payables	\$ 48,474	\$ 65,210

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### **NOTE 7 - SHORT-TERM BORROWING**

At June 30, 2011, the District had outstanding Tax and Revenue Anticipation Notes in the amount of \$11,710,000 bearing interest of 2.50 percent. The notes were sold to supplement cash flow. Repayment requires that a percentage of principal and interest be deposited with the fiscal agent in July 2011 until 100 percent of the total principal and interest is due at maturity in October 31, 2011. The total outstanding Tax and Revenue Anticipation Notes of \$11,710,000 was paid in full to the fiscal agent on July 29, 2011.

At June 30, 2012, the District had outstanding Tax and Revenue Anticipation Notes in the amount of \$8,960,000 bearing interest of two percent. The notes were sold to supplement cash flow. Repayment requires that a percentage of principal and interest be deposited with the fiscal agent in July 2012 until 100 percent of the total principal and interest is due at maturity on December 31, 2012. The total outstanding Tax and Revenue Anticipation Notes of \$8,960,000 was paid in full to the fiscal agent on July 31, 2012.

	Outstanding Beginning of Year	Additions	Deletions	Outstanding End of Year
2010-2011 2.50% TRANS, Series L	\$ 11,710,000	\$ -	\$ 11,710,000	\$ -
2011-2012 2.00% TRANS, Series T	-	8,960,000	-	8,960,000
Total	\$ 11,710,000	\$ 8,960,000	\$ 11,710,000	\$ 8,960,000

#### **NOTE 8 - DEFERRED REVENUE**

Deferred revenue consisted of the following:

	Primary Government	
	2012	2011
Federal financial assistance	\$ 2,909	\$ -
State categorical aid	1,130,669	1,315,735
Other State aid	505,609	130,000
Enrollment fees	1,625,671	1,369,008
Theater subscriptions	168,849	259,682
Health and liability self-insurance	1,008,832	1,095,057
Community Learning in Partnership	-	758,546
Summer community education fees	56,794	23,500
Other local	198,681	166,736
Total	\$ 4,698,014	\$ 5,118,264

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011**

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#### ***NOTE 9 - INTERFUND TRANSACTIONS***

##### **Interfund Receivables and Payables (Due To/Due From)**

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund activity within the governmental funds and fiduciary funds has been eliminated respectively in the consolidation process of the basic financial statements. Balances owing between the primary government and the fiduciary funds are not eliminated in the consolidation process. As of June 30, 2012, the amount owed between the government and the fiduciary funds were \$28,742 and \$38,159, respectively.

##### **Interfund Operating Transfers**

Operating transfers between funds of the District are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use restricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Operating transfers within the funds of the District have been eliminated in the consolidation process. Transfers between the primary government and the fiduciary funds are not eliminated in the consolidation process.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012 AND 2011**

**NOTE 10 - LONG-TERM OBLIGATIONS**

**Long-Term Obligations Summary**

The changes in the District's long-term obligations during the 2012 fiscal year consisted of the following:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year	Due in One Year
<b>Bonds Payable</b>					
General obligation bonds, Series A	\$ 3,475,000	\$ -	\$ 500,000	\$ 2,975,000	\$ 620,000
General obligation bonds, Refunding Bond 2005	54,314,469	877,697	1,830,000	53,362,166	2,015,000
Net unamortized debt premium	4,217,262	-	162,837	4,054,425	-
General obligation bonds, Series 2007 C	68,510,000	-	-	68,510,000	-
Net unamortized debt premium	2,112,726	-	176,060	1,936,666	-
General obligation bonds, Series 2010 D/D-1	110,118,806	558,224	-	110,677,030	-
Net unamortized debt premium	1,691,951	-	58,176	1,633,775	-
<b>Total Bonds Payable</b>	<b>244,440,214</b>	<b>1,435,921</b>	<b>2,727,073</b>	<b>243,149,062</b>	<b>2,635,000</b>
<b>Other Liabilities</b>					
Compensated absences	2,614,358	-	25,206	2,589,152	1,498,186
Capital leases	184,988	-	42,482	142,506	33,913
Supplementary Retirement Plan (SRP)	4,497,847	1,940,014	1,737,232	4,700,629	1,284,856
Load banking	827,220	204,024	278,490	752,754	-
Other postemployment benefits (OPEB)	3,338,328	2,242,316	1,199,115	4,381,529	-
<b>Total Other Liabilities</b>	<b>11,462,741</b>	<b>4,386,354</b>	<b>3,282,525</b>	<b>12,566,570</b>	<b>2,816,955</b>
<b>Total Long-Term Obligations</b>	<b>\$ 255,902,955</b>	<b>\$ 5,822,275</b>	<b>\$ 6,009,598</b>	<b>\$ 255,715,632</b>	<b>\$ 5,451,955</b>

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

The changes in the District's long-term obligations during the 2011 fiscal year consisted of the following:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year	Due in One Year
<b>Bonds Payable</b>					
General obligation bonds, Series A	\$ 3,475,000	\$ -	\$ -	\$ 3,475,000	\$ 500,000
General obligation bonds, Refunding Bond 2005	55,212,992	841,477	1,740,000	54,314,469	1,830,000
Net unamortized debt premium	4,380,099	-	162,837	4,217,262	-
General obligation bonds, Series 2007 C	73,695,000	-	5,185,000	68,510,000	-
Net unamortized debt premium	2,288,786	-	176,060	2,112,726	-
General obligation bonds, Series 2010 D/D-1	-	110,118,806	-	110,118,806	-
Net unamortized debt premium	-	1,725,887	33,936	1,691,951	-
<b>Total Bonds Payable</b>	<b>139,051,877</b>	<b>112,686,170</b>	<b>7,297,833</b>	<b>244,440,214</b>	<b>2,330,000</b>
<b>Other Liabilities</b>					
Compensated absences	2,474,015	140,343	-	2,614,358	1,206,283
Capital leases	26,902	176,088	18,002	184,988	44,576
Supplementary Retirement Plan (SRP)	3,098,734	2,290,285	891,172	4,497,847	1,349,229
Load banking	771,705	325,010	269,495	827,220	14,286
Other postemployment benefits (OPEB)	1,653,090	2,262,462	577,224	3,338,328	-
<b>Total Other Liabilities</b>	<b>8,024,446</b>	<b>5,194,188</b>	<b>1,755,893</b>	<b>11,462,741</b>	<b>2,614,374</b>
<b>Total Long-Term Obligations</b>	<b>\$ 147,076,323</b>	<b>\$ 117,880,358</b>	<b>\$ 9,053,726</b>	<b>\$ 255,902,955</b>	<b>\$ 4,944,374</b>

#### Description of Debt

Payments on the general obligation bonds are made by the Bond Interest and Redemption Fund with local property tax collections. The capital lease payments are made by the General Fund. The compensated absences are paid by the fund for which the employees' salaries are paid from. The District's General Fund makes payments for the postemployment benefits, Supplemental Retirement Plan, and load banking obligations.

#### Bonded Debt

##### 2004 General Obligation Bonds

During March 2004, voters of the District authorized the issuance and sale of general obligation bonds in the amount of \$350,000,000. As a result of the authorization, General Obligation Bonds Series 2004A "Series A Bonds" and Series 2004B (federally taxable) "Series B Bonds" were issued in August 2004. At June 30, 2012, the principal outstanding was \$2,975,000.

Series A Bonds were issued in the aggregate principal amount of \$55,205,000 with interest rates ranging from 4.00 to 5.25 percent. Series A Bonds were used to finance the acquisition, construction, and modernization of property and school facilities, to refund outstanding certificates of participation (COPs), and to pay certain costs of the bond issue. The refunded COPs are considered defeased. This current refunding was undertaken to decrease total debt service payments by \$2,762,260. The Series A Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012 AND 2011**

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Series B Bonds were issued to advance refund the District's outstanding certificates of participation. The refunded COPs are considered defeased. This advance refunding was undertaken to reduce total debt service payments by \$2,298,036 and to obtain an economic gain of \$237,565. The Series B Bonds have been paid in full.

The bonds are general obligations of the District. The Riverside County Board of Supervisors is obligated to levy ad valorem taxes upon all property within the District subject to taxation by the District for the payment of interest and principal on the bonds when due.

**2005 General Obligation Refunding Bonds**

During May 2005, the District issued 2005 General Obligation Refunding Bonds in the amount of \$58,386,109 with interest rates ranging from 3.00 to 5.00 percent. The bonds issued included \$54,425,000 of current interest bonds and \$3,961,109 of capital appreciation bonds, with the value of the capital appreciation bonds maturing to a principal balance of \$10,555,000. The bonds mature through August 1, 2024. Principal and interest on the refunded debt will be paid until such time as they can be redeemed on August 1, 2014. At June 30, 2012, the principal outstanding was \$53,362,166, and net unamortized debt premium was \$4,054,425.

The bonds are being used to advance refund all or a portion of the outstanding principal amount of the District's General Obligation Bonds, Election of 2004, Series 2004A (the Refunding Bonds). The refunded bonds were the Series A general obligation bonds including the cost of issuance of the bonds except for \$3,745,000 of the debt. The refunded bonds are considered defeased. The bonds were issued as current interest bonds and capital appreciation bonds. Interest with respect to the current interest bonds accrues from the date of their delivery and is payable semiannually on February 1 and August 1 of each year.

Net debt premium consists of the following:

	<u>June 30, 2012</u>
Deferred loss on refunding	\$ (2,027,899)
Debt issue costs	(581,218)
Debt premium	6,663,542
Net unamortized debt premium	<u>\$ 4,054,425</u>

**2007 General Obligation Bonds**

During June 2007, the District issued the 2007 General Obligation Bonds in the amount of \$90,000,000. The bonds mature beginning on August 1, 2007 through August 1, 2032, with interest yields ranging from 3.62 to 4.47 percent. At June 30, 2012, the principal outstanding was \$68,510,000 and unamortized premium and issuance costs of \$1,936,666 and \$745,821, respectively. Premium and issuance costs are amortized over the life of the bonds as a component of interest expense on the bonds.

The bonds are being used for the purposes of financing 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 bonds are general obligations of the District payable solely from the proceeds of ad valorem property taxes. Interest with respect of the bonds accrues from the date of their delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2007.



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### 2010 General Obligation Bonds

During December 2010, the District issued the 2010 General Obligation Bonds in the amount of \$109,999,278. The bonds mature beginning on August 1, 2015 through August 1, 2040, with interest yields ranging from 2.36 to 5.53 percent. The bonds issued included \$102,300,000 of current interest Build America Bonds (Series 2010D-1 Bonds) and \$7,699,278 of capital appreciation tax-exempt bonds (Series 2010D Bonds), with the value of the capital appreciation bonds maturing to a principal balance of \$15,920,000. At June 30, 2012, the principal balance outstanding was \$110,677,030 and unamortized premium and issuance cost of \$1,633,775 and \$894,561, respectively. Premium and issuance costs are amortized over the life of the bonds as a component of interest expense on the bonds.

The District has designated the Series 2010D-1 Bonds as "Build America Bonds" for purposes of the American Recovery and Reinvestment Act of 2009 (the Stimulus Act), the interest on which is not excluded from gross income for Federal income tax purposes, but is exempt from State of California personal income taxes. The District expects to receive a cash subsidy from the United States Treasury equal to 35 percent of the interest payable on such Series 2010D-1 Bonds. The District is obligated to make all payments of principal and interest on the Series 2010D-1 Bonds from the sources described in the official statement whether or not it receives cash subsidy payments pursuant to the Stimulus Act.

The bonds are being used for the purposes of financing 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 bonds are general obligations of the District payable solely from the proceeds of ad valorem property taxes. Interest with respect of the bonds accrues from the date of their delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015.

The outstanding general obligation bonded debt is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds		Accreted Interest		Bonds
				Outstanding July 1, 2011	Issued	Addition	Redeemed	Outstanding June 30, 2012
2004	2030	4.00%-5.25%	\$ 55,205,000	\$ 3,475,000	\$ -	\$ -	\$ 500,000	\$ 2,975,000
2005	2025	3.00%-5.00%	58,386,109	54,314,469	-	877,697	1,830,000	53,362,166
2007	2033	3.62%-4.47%	90,000,000	68,510,000	-	-	-	68,510,000
2010	2041	2.36%-5.53%	109,999,278	110,118,806	-	558,224	-	110,677,030
				<u>\$ 236,418,275</u>	<u>\$ -</u>	<u>\$ 1,435,921</u>	<u>\$ 2,330,000</u>	<u>\$ 235,524,196</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012 AND 2011**

The General Obligation Bonds, Series A mature through 2030 as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
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	28,462	43,462
2018-2022	120,000	126,652	246,652
2023-2027	215,000	83,681	298,681
2028-2030	195,000	16,637	211,637
Total	<u>\$ 2,975,000</u>	<u>\$ 533,113</u>	<u>\$ 3,508,113</u>

The General Obligation Bonds, 2005 Refunding Bonds mature through 2025 as follows:

<u>Fiscal Year</u>	<u>Principal (Including accreted interest to date)</u>	<u>Accreted Interest</u>	<u>Current Interest to Maturity</u>	<u>Total</u>
2013	\$ 1,900,931	\$ 114,069	\$ 2,298,250	\$ 4,313,250
2014	1,817,755	347,245	2,298,250	4,463,250
2015	1,729,883	585,117	2,298,250	4,613,250
2016	1,948,597	981,403	2,298,250	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
Total	<u>\$ 53,362,166</u>	<u>\$ 2,027,834</u>	<u>\$ 21,120,375</u>	<u>\$ 76,510,375</u>

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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The General Obligation Bonds, Series 2007 C mature through 2033 as follows:

Fiscal Year	Principal	Interest to Maturity	Total
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>Total</b>	<b>\$ 68,510,000</b>	<b>\$ 57,869,500</b>	<b>\$ 126,379,500</b>

The General Obligation Bonds, Series 2010 D/D1 mature through 2041 as follows:

Fiscal Year	Principal (Including accreted interest to date)	Accreted Interest	Current Interest to Maturity	Total
2013	\$ -	\$ -	\$ 7,164,193	\$ 7,164,193
2014	-	-	7,164,193	7,164,193
2015	-	-	7,164,193	7,164,193
2016	249,394	125,606	7,322,979	7,697,979
2017	337,377	232,612	7,441,698	8,011,687
2018-2022	2,955,021	2,549,080	38,660,925	44,165,026
2023-2027	4,835,239	4,868,272	41,042,940	50,746,451
2028-2032	760,000	-	35,820,965	36,580,965
2033-2037	46,980,000	-	30,916,867	77,896,867
2038-2041	54,560,000	-	12,252,348	66,812,348
<b>Total</b>	<b>\$ 110,677,030</b>	<b>\$ 7,775,570</b>	<b>\$ 194,951,301</b>	<b>\$ 313,403,901</b>

#### Capital Leases

The District has utilized capital leases purchase agreements to primarily purchase equipment. The current lease purchase agreement in the amount of \$142,506 will be paid through 2016.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012 AND 2011**

The District's principal obligations on lease agreements with options to purchase are summarized below:

Year Ending June 30,	Lease Payment
2013	\$ 39,936
2014	39,937
2015	39,937
2016	36,609
Total	156,419
Less: Amount Representing Interest	13,913
Present Value of Minimum Lease Payments	<u>\$ 142,506</u>

The equipment purchased through capital lease arrangements has been capitalized and is being depreciated over the estimated useful lives.

Equipment	\$ 242,617
Less: Accumulated depreciation	(108,107)
Total	<u>\$ 134,510</u>

Amortization of the leased equipment under capital lease is included with depreciation expense.

**Supplementary Retirement Plan**

The District has adopted the Public Agency Retirement System (PARS) 403(b) Supplementary Retirement Plan (SRP), a retirement incentive program. As of June 30, 2012, the outstanding balance was \$4,700,629. See Note 14 for additional information regarding the SRP obligation.

Fiscal Year	SRP Payment
2013	\$ 1,284,856
2014	1,284,856
2015	1,284,857
2016	846,060
Total	<u>\$ 4,700,629</u>

**Compensated Absences**

Compensated absence obligations for the District at June 30, 2012, amounted to \$2,589,152 of which \$1,498,186 is considered current.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### **Other Postemployment Benefits Obligation**

The District's annual required contribution for the year ended June 30, 2012, was \$2,282,222, and contributions made by the District during the year were \$1,199,115. Interest on the net OPEB obligation and adjustments to the annual required contribution were \$166,916 and \$(206,822), respectively, which resulted in an increase to the net OPEB obligation of \$1,043,201. As of June 30, 2012, the net OPEB obligation was \$4,381,529. See Note 11 for additional information regarding the OPEB obligation and the postemployment benefits plan.

#### **Load Banking**

The load banking obligation for the District at June 30, 2012, amounted to \$752,754.

#### ***NOTE 11 - POSTEMPLOYMENT HEALTH CARE PLAN AND OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION***

The District provides postemployment health care benefits for retired employees in accordance with approved Board policy.

#### **Plan Description**

The Riverside Community College District Plan (the Plan) is a single-employer defined benefit healthcare plan administered by the District. The Plan provides medical and dental insurance benefits to eligible retirees and one dependent. Membership of the Plan consists of 55 retirees and beneficiaries currently receiving benefits and 1,015 active Plan members.

#### **Funding Policy**

The contribution requirements of Plan members and the District are established and may be amended by the District and the District's bargaining units. The required contribution is based on projected pay-as-you-go financing requirements with an additional amount to prefund benefits as determined annually through agreements between the District and the bargaining units. For fiscal year 2011-2012, the District contributed \$1,199,115 to the Plan, all of which was used for current premiums.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

#### Annual OPEB Cost and Net OPEB Obligation

The District's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the payments of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities (UAAL) (or funding costs) over a period not to exceed 30 years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the Plan, and changes in the District's net OPEB obligation to the Plan:

Annual required contribution	\$ 2,282,222
Interest on net OPEB obligation	166,916
Adjustment to annual required contribution	<u>(206,822)</u>
Annual OPEB cost (expense)	2,242,316
Contributions made	<u>(1,199,115)</u>
Increase in net OPEB obligation	1,043,201
Net OPEB obligation, beginning of year	<u>3,338,328</u>
Net OPEB obligation, end of year	<u><u>\$ 4,381,529</u></u>

#### Trend Information

Trend information for the annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation is as follows:

Year Ended June 30,	Annual OPEB Cost	Actual Contribution	Percentage Contributed	Net OPEB Obligation
2010	\$ 1,462,715	\$ 766,350	52%	\$ 1,653,090
2011	2,262,462	577,224	26%	3,338,328
2012	2,242,316	1,199,115	53%	4,381,529

#### Funding Status and Funding Progress

The schedule of funding progress as of the most recent actuarial valuation is as follows:

Actuarial Accrued Liability (AAL)	\$ 15,799,353
Actuarial Value of Plan Assets	<u>-</u>
Unfunded Actuarial Accrued Liability (UAAL)	<u><u>\$ 15,799,353</u></u>
Funded Ratio (Actuarial Value of Plan Assets/AAL)	0.00%
Covered Payroll	<u>N/A</u>
UAAL as Percentage of Covered Payroll	<u><u>N/A</u></u>

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011**

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The above noted actuarial accrued liability was based on the July 1, 2009, actuarial valuation. Actuarial valuation of an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contribution of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information, follows the notes to the financial statements and presents multi-year trend information about whether the actuarial value of Plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

#### **Actuarial Methods and Assumptions**

Projections of benefits for financial reporting purposes are based on the substantive Plan (the Plan as understood by the employer and the Plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and the Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial values of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2009, actuarial valuation, the unit credit cost method was used. Under this method, there are no liabilities dependent on salary, therefore, no salary increase rate is assumed. The actuarial assumptions include healthcare cost trend rates ranged from an initial eight percent to an ultimate rate of five percent. The UAAL is being amortized at a level dollar method. The remaining amortization period at June 30, 2012, was 26 years. The actuarial value of assets was not determined in this actuarial valuation. As of June 30, 2012, the District finances its OPEB contributions using a pay-as-you-go method. The District has not established a plan or equivalent arrangement that contains an irrevocable trust.

#### ***NOTE 12 - RISK MANAGEMENT***

##### **Insurance Coverages**

The District is exposed to various risks of loss related to torts and liability; theft of, damage to and destruction of assets; errors and omissions and injuries to employees. The District obtains coverage for these risks as a member of various joint powers authorities or through the purchase of coverage from a risk retention group. The District has coverage up to \$20,000,000 for liability and tort risks. This coverage is subject to a \$100,000 self-insured retention. The District carries replacement coverage on its buildings and furniture and equipment with limits of \$295,277,000 and a \$100,000 deductible. Employee health benefits are covered by the employees enrolling in either one of two health maintenance organizations or in the District's self-insured health plan. The District's self-insured limit for the self-insured plan is \$100,000, and it purchases insurance coverage for the excess claims. The District purchases coverage for the dental benefits from a joint powers authority.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012 AND 2011**

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**Joint Powers Authority Risk Pools**

During fiscal year ending June 30, 2012, the District contracted with the Alliance of Schools for Cooperative Insurance Program Joint Powers Authority for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

**Workers' Compensation**

For fiscal year 2011-2012, the District participated in the Schools Excess Liability Fund Joint Powers Authority (JPA), an insurance purchasing pool. The District is self insured for the first \$500,000 of each workers' compensation claim. The intent of the JPA is to achieve the benefit of a reduced premium for the District by virtue of its grouping and representation with other participants in the JPA. The workers' compensation experience of the participating districts is calculated as one experience, and a common premium rate is applied to all districts in the JPA. Each participant pays its workers' compensation premium based on its individual rate. Total savings are then calculated and each participant's individual performance is compared to the overall saving. A participant will then either receive money from or be required to contribute to the "equity-pooling fund." This "equity pooling" arrangement ensures that each participant shares equally in the overall performance of the JPA. Participation in the JPA is limited to K-12 and community college districts that can meet the JPA's selection criteria.

<u>Insurance Program / JPA Name</u>	<u>Type of Coverage</u>	<u>Limits</u>
Schools Excess Liability Fund (SELF)	Workers' Compensation	\$ 2,000,000
Schools Excess Liability Fund (SELF)	Excess Liability	\$ 20,000,000
Alliance of Schools for Cooperative Insurance Program (ASCIP)	Property and Liability	\$ 1,000,000

**Employee Medical Benefits**

The District has contracted with Kaiser Permanente, Health Net, and the RCCD Plan to provide employee medical benefits. The District provides health and welfare benefits to all full-time and permanent part-time employees (20 hours or more) and their dependents. Those employees working less than full-time will receive a pro-rata share of the benefit package. Employees in positions less than 20 hours per week do not receive any fringe benefits.

If the employee elects not to enroll for health insurance coverage from one of the carriers provided by the District, such employee must provide evidence of other health insurance coverage.

- Medical - The employee has a choice of Kaiser Permanente, Health Net, or the RCCD Plan. The employee may elect to change carriers once per year during open enrollment. Normally, such election shall be effective October 1 of each year.
- Dental - Delta insurance coverage for employees and dependents shall be provided by the District. All employees shall participate in the program.
- Life Insurance - The District provides a \$50,000 life insurance policy by a carrier designated by the District. All employees shall participate in this life insurance program.



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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Rates are set through an annual calculation process. The District pays a monthly contribution which is placed in a common fund from which claim payments are made for all participating districts. Claims are paid for all participants regardless of the claim's flow. The Board of Directors has the right to return monies to a district subsequent to the settlement of all expenses and claims if a district withdraws from the pool.

The District records an estimated liability for indemnity torts and other claims against the District. Claims liabilities are based on estimates of the ultimate costs of reported claims (including future claim adjustment expenses) and an estimate for claims incurred, but not reported based on historical experience. The estimated liabilities are calculated using historical experience and internal actuarial analysis.

#### Claims Liabilities

The District establishes a liability for both reported and unreported events, which includes estimates of both future payments of losses and related claim adjustment expenses. The following represent the changes in approximate aggregate liabilities for the District from July 1, 2010 to June 30, 2012:

	Self- Insurance
Liability Balance, July 1, 2010	\$ 5,319,851
Claims and changes in estimates	273,257
Claims payments	<u>(3,436,279)</u>
Liability Balance, June 30, 2011	2,156,829
Claims and changes in estimates	6,485,852
Claims payments	<u>(5,502,681)</u>
Liability Balance, June 30, 2012	<u>\$ 3,140,000</u>
Assets available to pay claims at June 30, 2012	<u>\$ 7,478,852</u>

The District records an estimated liability for indemnity health care, workers' compensation, torts, and other claims against the District. Claims liabilities are based on estimates of the ultimate cost of the reported claims including future claim adjustment expenses and an estimate for claims incurred, but not reported based on historical experience. The estimated liabilities are calculated using an actuarial valuation of its self-insured medical benefits, workers' compensation, and general liability programs.

#### **NOTE 13 - EMPLOYEE RETIREMENT SYSTEMS**

Qualified employees are covered under multiple-employer retirement plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011**

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#### **CalSTRS**

##### **Plan Description**

The District contributes to CalSTRS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7919 Folsom Blvd., Sacramento, CA 95826.

##### **Funding Policy**

Active members of the DB Plan are required to contribute 8.0 percent of their salary while the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalSTRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2011-2012 was 8.25 percent of annual payroll. The contribution requirements of the plan members are established by State statute. The District's total contributions to CalSTRS for the fiscal years ended June 30, 2012, 2011, and 2010, were \$4,995,773, \$5,263,423, and \$5,301,072, respectively, and equal 100 percent of the required contributions for each year.

#### **CalPERS**

##### **Plan Description**

The District contributes to the School Employer Pool under CalPERS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95811.

##### **Funding Policy**

Active plan members are required to contribute 7.0 percent of their salary (7.0 percent of monthly salary over \$133.33 if the member participates in Social Security), and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The District's contribution rate to CalPERS for fiscal year 2011-2012 was 10.923 percent of covered payroll. The District's contributions to CalPERS for fiscal years ending June 30, 2012, 2011, and 2010, were \$3,827,482, \$3,960,411, and \$3,606,582, respectively, and equaled 100 percent of the required contributions for each year.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### **On Behalf Payments**

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS which amounted to \$3,132,192 (4.855 percent of annual payroll). Contributions are no longer appropriated in the annual *Budget Act* for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS. These amounts have been reflected in the basic financial statements as a component of nonoperating revenue and employee benefit expense.

#### **Deferred Compensation**

The District offers its employees deferred compensation plans created in accordance with Internal Revenue Code Section 403(b) and Section 457. The plans, available to all District employees, permit them to defer a portion of their salary until future years. The deferred compensation is not available to the employees until termination, retirement, death, or an unforeseeable emergency.

All amounts of compensation deferred under the plans, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are solely the property and rights of the Financial Agent, until paid or made available to the employee or other beneficiary.

The CalSTRS 403b Comply is the Financial Agent for the District.

#### **Public Agency Retirement System (PARS) - Alternate Retirement System**

The Omnibus Budget Reconciliation Act of 1990 [Internal Revenue Code Section 3121 (b) (7) (F)] requires State and local public agencies to provide a retirement plan for all employees not covered under existing employer pension plans and/or Social Security.

The District is a member of the Public Agency Retirement System (PARS), a multiple-employer retirement trust established in 1990 by a coalition of public employers. The plan covers the District's part-time, temporary, and other employees not covered under CalPERS or CalSTRS, but whose salaries would otherwise be subject to Social Security tax. Benefit provisions and other requirements are established by District management based on agreements with various bargaining units. PARS is a defined contribution qualified retirement plan under Section 401 (a) of the Internal Revenue Code.

The minimum total contribution is 7.5 percent of employees' salaries, of which the employee contributes the total 7.5 percent. District employees are covered under PARS Plan #763 as of June 30, 2012. Total contributions to the plan amounted to \$559,677.

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011**

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#### ***NOTE 14 - PUBLIC AGENCY RETIREMENT SYSTEM (PARS) SUPPLEMENTARY RETIREMENT PLANS (SRPs)***

The District has adopted Public Agency Retirement System (PARS) 403(b) Supplementary Retirement Plans (SRPs). These SRPs are designed to meet the requirements of Section 403(b) of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Employee Retirement Income Security Act of 1974, as amended. Employees eligible to receive retirement benefits under the SRPs must be a permanent employee with at least age fifty-five (55) with eight (8) or more years of full-time equivalent District service from the date of the formal action taken by the District (retire during the window period in the formal action taken by the District's Governing Board of Trustees). The benefits provided under the SRPs are funded in five (5) annual contributions. (See Note 10.)

#### ***NOTE 15 - PARTICIPATION IN PUBLIC ENTITY RISK POOLS AND JOINT POWERS AUTHORITIES***

The District is a member of the School Excess Liability Fund (SELF), the Riverside Community College - County Superintendent Self-Insurance Program for Employees (RCCCSSIPE), the Riverside Employers/Employees Plan (REEP), and the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Joint Powers Authorities (JPAs). The District pays annual premiums for its property liability, health, and workers' compensation coverage. The relationship between the District and the JPAs is such that they are not component units of the District for financial reporting purposes.

The JPAs have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, transactions between the JPAs and the District are included in these statements. Audited financial statements are available from the respective entities.

The District's share of year-end assets, liabilities, or fund equity has not been calculated.

During the year ended June 30, 2012, the District made payments of \$32,175, \$8,029, \$1,481,738, and \$588,088 to SELF, RCCCSSIPE, REEP, and ASCIP, respectively.

#### ***NOTE 16 - COMMITMENTS AND CONTINGENCIES***

##### **Grants**

The District receives financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the District. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2012.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

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#### Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial statements of the District at June 30, 2012.

#### Operating Leases

The District has entered into various operating leases for buildings and equipment with lease terms in excess of one year. None of these agreements contain purchase options. All agreements contain a termination clause providing for cancellation after a specified number of days written notice to lessors, but it is unlikely that the District will cancel any of the agreements prior to the expiration date. Future minimum lease payments under these agreements are as follows:

Year Ending June 30,	Lease Payment
2013	\$ 2,591,319
2014	37,116
2015	32,757
Total	<u>\$ 2,661,192</u>

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011

#### Construction Commitments

As of June 30, 2012, the District had the following budgetary commitments with respect to the unfinished capital projects:

<u>Project</u>	<u>Estimated Cost to Complete</u>	<u>Percent Complete</u>	<u>Estimated Completion</u>
District - ADA Transition Plan	\$ 5,417,030	14.83%	FY 14/15
District - Alumni Carriage House Restoration	35,771	76.15%	FY 12/13
District - Design Standards	55,021	84.50%	FY 12/13
District - IT Upgrade	5,590,062	4.28%	FY 14/15
District - Swing Space - Market Street Properties	248,604	48.69%	FY 15/16
District - Utility Infrastructure	5,481,051	11.60%	FY 14/15
Moreno Valley - Emergency Phones	169,621	62.31%	FY 12/13
Moreno Valley - Network Operations Center	2,931,709	3.05%	FY 13/14
Moreno Valley - Science Laboratories Remodel Project	3,312,240	5.36%	FY 14/15
Moreno Valley - Student/Academic Services Facility Project	16,317,692	16.01%	FY 13/14
Norco - Groundwater Monitoring Wells	51,772	55.64%	FY 15/16
Norco - Network Operations Center	9,671,415	17.86%	FY 12/13
Norco - Secondary Effects Projects	3,890,708	75.75%	FY 12/13
	<u>\$ 53,172,696</u>	<u>27.88%</u>	

The projects are funded through a combination of general obligation bonds and capital project apportionments from the State Chancellor's Office, as well as private donations and Redevelopment Agency funding.

#### Deferral of State Apportionments

Due to the State's budget situation, certain general apportionments owed to the District for the 2011-2012 fiscal year have been deferred to the 2012-2013 fiscal year. The District's total amount of funding deferred into the 2012-2013 fiscal year was \$32,195,723. These deferrals of apportionment are considered permanent with future funding also being subject to deferral into future years.

#### Fiscal Issues Relating to State-Wide Funding Reductions

The State of California economy is continuing through a recessionary economy. The California Community College system is reliant on the State of California to appropriate the funding necessary to provide for the educational services and student support programs that are mandated for the colleges. Current year appropriations have now been deferred to a subsequent period, creating significant cash flow management issues for California community colleges in addition to requiring substantial budget reductions.

The District has implemented budgetary reductions to counter the reductions in apportionment and program funding. However, continued reductions and deferral of cash payments will ultimately impact the District's ability to meet the goals for educational services.

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012 AND 2011**

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#### ***NOTE 17 - SUBSEQUENT EVENTS***

##### **Tax and Revenue Anticipation Notes**

The District issued \$5,000,000 of Tax and Revenue Anticipation Notes dated July 1, 2012. The notes mature on March 1, 2013, with an interest rate of 2.0 percent, and yields of .24 and .46 percent interest. The notes were sold to supplement cash flow.

Repayment requirements are that a percentage of principal and interest be deposited with the fiscal agent each month beginning January 2013 until 100 percent of principal and interest due is on account on March 1, 2013.

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***REQUIRED SUPPLEMENTARY INFORMATION***

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SCHEDULE OF OTHER POSTEMPLOYMENT BENEFITS (OPEB) FUNDING  
 PROGRESS  
 FOR THE YEAR ENDED JUNE 30, 2012**

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<b>Actuarial Valuation Date</b>	<b>Actuarial Value of Assets (a)</b>	<b>Actuarial Liability (AAL) - Unit Credit Cost Method (b)</b>	<b>Unfunded AAL (UAAL) (b - a)</b>	<b>Funded Ratio (a / b)</b>	<b>Covered Payroll (c)</b>	<b>UAAL as a Percentage of Covered Payroll ((b - a) / c)</b>
July 1, 2007	\$ -	\$ 9,766,024	\$ 9,766,024	0.00%	N/A	N/A
July 1, 2009	-	15,799,353	15,799,353	0.00%	N/A	N/A

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***SUPPLEMENTARY INFORMATION***

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## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **DISTRICT ORGANIZATION JUNE 30, 2012**

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The Riverside Community College District was founded in 1916 and is comprised of an area of approximately 440 square miles located in the western portion of Riverside County. There were no changes in the boundaries of the District during the current year. The District's colleges are accredited by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (ACCJC, WASC), which is one of six regional associations that accredit public and private schools, colleges, and universities in the United States.

The District is currently comprised of three Colleges: Riverside City, Norco, and Moreno Valley Colleges.

#### **BOARD OF TRUSTEES**

<u>MEMBER</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Janet Green	President	December 2014
Virginia Blumenthal	Vice President	December 2014
Samuel Davis	Secretary	December 2014
Mary Figueroa	Member	December 2012
Mark A. Takano	Member	December 2012

#### **DISTRICT ADMINISTRATION**

Dr. Gregory Gray	Chancellor
Dr. James L. Buysse	Vice Chancellor, Administration and Finance
Dr. Ray Maghroori	Vice Chancellor, Academic Affairs
Ms. Melissa Kane	Vice Chancellor, Diversity and Human Resources

#### **COLLEGE ADMINISTRATION**

Dr. Cynthia Azari	President, Riverside City College
Dr. Debbie DiThomas	Interim President, Norco College
Dr. Tom Harris	Acting President, Moreno Valley College

See accompanying note to supplementary information.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Pass-Through Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE			
Pass through from the Regents of the University of California, Riverside			
GS-5 Certified: Increasing Soil Science Education	10.223	S-000440	\$ 67,769
Building Bridges Across Riverside through Water Quality Research	10.223	S-000440	7,200
Pass through from California Department of Education (CDE)			
Child and Adult Care Food Program	10.558	[1]	2,367
Total U.S. Department of Agriculture			<u>77,336</u>
U.S. DEPARTMENT OF DEFENSE			
Procurement Assistance Center (PAC)	12.002		272,533
U.S. DEPARTMENT OF JUSTICE			
Bulletproof Vest Partnership	16.607		3,054
U.S. DEPARTMENT OF LABOR			
WORKFORCE INVESTMENT ACT			
WIA Cluster:			
Pass through from California Community Colleges Chancellor's Office			
Governor's 15% WIA Funds for Allied Health Programs	17.258	08-115-14, 09-115-14	304,097
Pass through from Riverside County Economic Development Agency (EDA)			
CalGrip: California Gang Reduction, Intervention, and Prevention	17.259	[1]	15,752
Subtotal WIA Cluster			<u>319,849</u>
Pass through from San Bernardino Community College District			
ARRA - Southern CA Logistics Technology Collaborative	17.275	[1]	284,618
Total U.S. Department of Labor			<u>604,467</u>
NATIONAL SCIENCE FOUNDATION			
Logistics Technicians: Goods to Go *	47.076		234,379
National Center of Excellence for Logistics and Supply Chain Technology *	47.076		419,174
Total National Science Foundation			<u>653,553</u>
SMALL BUSINESS ADMINISTRATION			
Pass through from California State University, Fullerton			
Auxiliary Services Corporation		S-5133-TRITECH	
Tri-Tech Small Business Development Center	59.037	S-5322-RCCD	481,284
Tri-Tech Small Business Jobs Act	59.037	S-5194-TRITECH	61,724
Pass through from California Community Colleges Chancellor's Office			
CA State Trade Export	59.061	F11-0072	170,812
Total Small Business Administration			<u>713,820</u>
U.S. DEPARTMENT OF VETERANS AFFAIRS			
Veteran Outreach Program - Administration	64.000		7,560
U.S. DEPARTMENT OF EDUCATION			
TRIO Cluster:			
Student Support Services Program	84.042A		987,141
Upward Bound Program	84.047A		730,849
Subtotal TRIO Cluster			<u>1,717,990</u>

[1] Pass-Through Identifying Number not available.

\* Research and Development Grant

(Continued)

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2012**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Pass-Through Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF EDUCATION, Continued			
Student Financial Assistance Cluster:			
Federal Supplement Education Opportunity Grant (FSEOG)	84.007		\$ 667,101
FSEOG Administrative	84.007		6,778
Federal Direct Student Loans (Direct Loans)	84.268		4,295,924
Federal Work Study Program (FWS)	84.033		636,832
Federal Work Study Administrative	84.033		38,342
Federal Pell Grants (PELL)	84.063		38,096,698
Federal Pell Administrative	84.063		77,999
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Scholarships for Disadvantaged Students	93.925		5,836
Subtotal Student Financial Assistance Cluster			<u>43,825,510</u>
HIGHER EDUCATION ACT			
Moreno Valley Student Learning Cooperative	84.031S		378,267
Answering the Call	84.031S		548,767
Portal to Your Future	84.031S		289,520
Transdisciplinary Cooperation for Academic and Career Success	84.031S		1,281,741
Pass through from University of California, Riverside			
Strengthening Institutions - Hispanic Serving Institutions	84.031		69,547
COLLEGE COST REDUCTION AND ACCESS ACT			
CCRAA - Access to Success	84.031C		45,802
CCRAA - Project Success Program	84.031C		26,272
CCRAA - Step up to Success Cooperative	84.031C		67,027
Subtotal Higher Education - Institutional Aid			<u>2,706,943</u>
Fund for Improvement of Post-Secondary Education (FIPSE)	84.116Z		242,812
CAREER AND TECHNICAL EDUCATION ACT			
Passed through from California Community Colleges Chancellor's Office			
Career and Technical Education, Title I-B Regional Consortia Desert	84.048	[1]	146,467
Career and Technical Education, Title I-C	84.048	11-C01-045	998,721
Career and Technical Education Transitions	84.048	11-112-960	231,981
REHABILITATION ACT			
Pass through from California Department of Rehabilitation (DOR)			
Workability	84.126A	26958	197,234
ELEMENTARY AND SECONDARY EDUCATION ACT			
FIE Earmark Grant Awards	84.215K	[1]	29,824
Total U.S. Department of Education			<u>50,091,646</u>

[1] Pass-Through Identifying Number not available.

(Continued)

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED JUNE 30, 2012**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Pass-Through Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Nurse Education, Practice, and Retention	93.359		\$ 435,908
Health Care and Other Facilities - HRSA	93.887		196,581
ARRA - Equipment to Enhance Training for Health Professionals	93.411		39,980
Pass through from California Community Colleges Chancellor's Office			
Temporary Assistance to Needy Families (TANF)	93.558	[1]	154,030
Foster Care Education Program	93.658	[1]	54,537
Pass through from Yosemite Community College District			
Early Childhood Study - Consortium Grant	93.575	10/11/4165	17,400
Pass through from Riverside County Department of Public Social Services			
Independent Living Skills - Emancipation Services	93.674	CS-02161	957,856
Pass through from Foundation for California Community Colleges (FCCC)			
Youth Empowerment Strategies for Success - Independent Living Program	93.674	[1]	554
Pass through from California Department of Health Services			
Medical Assistance Program (MAA)	93.778	[1]	44,754
AFFORDABLE CARE ACT			
Expansion of Physical Assistant Training Program	93.514		196,376
Total U.S. Department of Health and Human Services			<u>2,097,976</u>
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE			
Pass through from San Francisco State University			
Social Innovation Generation: Student Leadership Initiative	94.005	S10-0036	4,117
DEPARTMENT OF HOMELAND SECURITY			
Disaster Grants - Public Assistance	97.036		350,879
Total Expenditures of Federal Awards			<u>\$ 54,882,777</u>

[1] Pass-Through Identifying Number not available.

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SCHEDULE OF EXPENDITURES OF STATE AWARDS  
FOR THE YEAR ENDED JUNE 30, 2012**

Program	Program Entitlements		
	Current Year	Prior Year	Total Entitlement
<b>GENERAL FUND</b>			
Board Financial Assistance Program (BFAP) - unrestricted	\$ 191,449	\$ -	\$ 191,449
Board Financial Assistance Program (BFAP) - restricted	1,167,204	106,717	1,273,921
Basic Skills/ESL 2009-2010	-	28,327	28,327
Basic Skills/ESL 2010-2011	-	108,100	108,100
Basic Skills/ESL 2011-2012	337,603	-	337,603
Part-Time Faculty Insurance	7,794	-	7,794
Part-Time Faculty Office Hours	54,269	-	54,269
Part-Time Faculty Compensation	568,878	-	568,878
Homeowner Property Tax Relief	470,000	-	470,000
State Tax Subventions	600	-	600
State Lottery - Non-Proposition 20	3,200,000	-	3,200,000
CSUSB Bridges Stem Cell Research	24,900	22,078	46,978
CTE Community Collaborative Project 2009-2010	-	163,338	163,338
CTE Community Collaborative Project 2010-2011	-	400,000	400,000
CTE Community Collaborative Project Supplement 2009-2010	-	37,860	37,860
CTE Community Collaborative Project Supplement 2010-2011	-	130,000	130,000
CTE Enrollment Growth and Retention ADN-RN 2009-2010	-	153,793	153,793
CTE Enrollment Growth and Retention ADN-RN 2010-2011	256,500	257,925	514,425
CTE Enrollment Growth and Retention ADN-RN 2011-2012	260,687	-	260,687
Responsive Training Fund	254,105	-	254,105
CTE Workforce Innovation Partnership	-	131,264	131,264
PA Mental Health Special Program	167,022	-	167,022
Song Brown Nursing 2010-2012	-	92,031	92,031
Song Brown Special Project Mental Health	-	92,202	92,202
Song Brown RN Special Programs 2010-2012	-	71,722	71,722
Physician's Assistant Base	100,000	-	100,000
Extended Opportunity Program and Service (EOPS)	1,206,995	-	1,206,995
Cooperative Agencies Resources for Education (CARE)	135,718	-	135,718
Matriculation Grant	866,624	-	866,624
Active Minds Mental Health Education and Awareness	-	8,033	8,033
Staff Development	-	8,219	8,219
Foster Care Education Program	71,993	-	71,993
Middle College High School	99,454	-	99,454
Economic Development - CITD State Leadership	172,500	21,139	193,639
Timber Tax Yield	-	-	-
Staff Diversity	11,079	41,422	52,501

See accompanying note to supplementary information.

Program Revenues					
Cash Received	Accounts Receivable	Accounts Payable	Deferred Revenue	Total Revenue	Program Expenditures
\$ 191,449	\$ -	\$ -	\$ -	\$ 191,449	\$ 191,449
1,273,921	-	-	-	1,273,921	1,273,921
28,327	-	1,124	-	27,203	27,203
108,100	-	-	6,291	101,809	101,809
337,603	-	-	166,868	170,735	170,735
7,794	-	-	-	7,794	7,794
54,269	-	-	-	54,269	54,269
568,878	-	-	-	568,878	568,878
467,680	2	-	-	467,682	467,682
1,454	-	-	-	1,454	1,454
2,218,694	1,193,371	-	-	3,412,065	3,412,065
21,528	44	-	-	21,572	21,572
163,338	-	4,095	-	159,243	159,243
400,000	-	-	311,679	88,321	88,321
37,860	-	1,054	-	36,806	36,806
130,000	-	-	46,176	83,824	83,824
153,792	-	-	-	153,792	153,792
431,675	-	-	195,508	236,167	236,167
218,977	-	-	216,711	2,266	2,266
152,463	-	-	81,021	71,442	71,442
131,264	-	8,059	-	123,205	123,205
-	46,674	-	-	46,674	46,674
67,011	7,018	-	-	74,029	74,029
-	38,683	-	-	38,683	38,683
45,917	17,713	-	-	63,630	63,630
70,593	16,810	-	-	87,403	87,403
1,206,996	-	81,435	-	1,125,561	1,125,561
135,719	-	108	-	135,611	135,611
866,624	-	-	-	866,624	866,624
7,009	-	-	-	7,009	7,009
8,220	-	-	7,050	1,170	1,170
57,294	5,992	-	-	63,286	63,286
39,782	59,672	-	-	99,454	99,454
124,639	55,890	-	-	180,529	180,529
9	-	-	-	9	9
52,501	-	-	30,675	21,826	21,826

(Continued)



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SCHEDULE OF EXPENDITURES OF STATE AWARDS  
 FOR THE YEAR ENDED JUNE 30, 2012**

Program	Program Entitlements		
	Current Year	Prior Year	Total Entitlement
<b>GENERAL FUND, Continued</b>			
Faculty Entrepreneurship Project	\$ 15,000	\$ -	\$ 15,000
Youth Entrepreneurship Program 11/12	10,000	-	10,000
Community Emergency Response Team	1,500	-	1,500
Disabled Student Program and Services - DSPS	1,609,947	-	1,609,947
CalWORKS	498,998	-	498,998
CalWORKS Community College Set-Aside	80,000	20,114	100,114
ECP - CITD Leadership	-	6,237	6,237
State Transition to Nursing Practice	8,000	9,193	17,193
State Lottery - Proposition 20	600,000	-	600,000
<b>CHILD DEVELOPMENT FUND</b>			
Campus Child Care Tax Bailout	70,348	-	70,348
Child Nutrition Program	592	-	592
Reimbursement from UCR	-	-	-
<b>STUDENT FINANCIAL AID FUND</b>			
Cal Grant B and C	1,910,810	-	1,910,810
Total State Programs			

See accompanying note to supplementary information.

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Program Revenues					
Cash Received	Accounts Receivable	Accounts Payable	Deferred Revenue	Total Revenue	Program Expenditures
\$ 3,750	\$ 6,979	\$ -	\$ -	\$ 10,729	\$ 10,729
-	10,220	-	5,601	4,619	4,619
1,500	-	-	278	1,222	1,222
1,609,947	-	-	-	1,609,947	1,609,947
498,998	-	2,400	-	496,598	496,598
83,863	-	-	51,009	32,854	32,854
6,238	-	1,430	-	4,808	4,808
17,193	-	-	10,679	6,514	6,514
105,707	684,502	-	-	790,209	790,209
70,348	-	-	-	70,348	70,348
109	-	-	-	109	109
-	25,000	-	-	25,000	25,000
1,910,350	460	32,007	-	1,878,803	1,878,803
<u>\$ 14,089,383</u>	<u>\$ 2,169,030</u>	<u>\$ 131,712</u>	<u>\$ 1,129,546</u>	<u>\$ 14,997,155</u>	<u>\$ 14,997,155</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SCHEDULE OF WORKLOAD MEASURES FOR STATE GENERAL  
APPORTIONMENT ANNUAL (ACTUAL) ATTENDANCE  
AS OF JUNE 30, 2012**

<b>CATEGORIES</b>	<u>Reported Data</u>	<u>Audit Adjustments</u>	<u>Audited Data</u>
<b>A. Summer Intersession (Summer 2011 only)</b>			
1. Noncredit	39	-	39
2. Credit	1,950	-	1,950
<b>B. Summer Intersession (Summer 2012 - Prior to July 1, 2012)</b>			
1. Noncredit	-	-	-
2. Credit	-	-	-
<b>C. Primary Terms (Exclusive of Summer Intersession)</b>			
1. Census Procedure Courses			
(a) Weekly Census Contact Hours	16,822	-	16,822
(b) Daily Census Contact Hours	1,645	-	1,645
2. Actual Hours of Attendance Procedure Courses			
(a) Noncredit	98	-	98
(b) Credit	1,776	-	1,776
3. Alternative Attendance Accounting Procedure			
(a) Weekly Census Contact Hours	2,405	-	2,405
(b) Daily Census Contact Hours	1,123	-	1,123
(c) Noncredit Independent Study/Distance Education Courses	-	-	-
<b>D. Total FTES</b>	<u>25,858</u>	<u>-</u>	<u>25,858</u>
<b>SUPPLEMENTAL INFORMATION (Subset of Above Information)</b>			
<b>E. In-Service Training Courses (FTES)</b>	498	-	498
<b>H. Basic Skills Courses and Immigrant Education</b>			
1. Noncredit	56	-	56
2. Credit	2,325	-	2,325

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RECONCILIATION OF EDUCATION CODE SECTION 84362 (50 PERCENT LAW) CALCULATION  
FOR THE YEAR ENDED JUNE 30, 2012**

	Object/TOP Codes	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
		Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
<b><u>Academic Salaries</u></b>							
<b>Instructional Salaries</b>							
Contract or Regular	1100	\$ 25,940,800	\$ -	\$ 25,940,800	\$ 25,940,800	\$ -	\$ 25,940,800
Other	1300	21,612,047	-	21,612,047	21,612,047	-	21,612,047
<b>Total Instructional Salaries</b>		<b>47,552,847</b>	<b>-</b>	<b>47,552,847</b>	<b>47,552,847</b>	<b>-</b>	<b>47,552,847</b>
<b>Noninstructional Salaries</b>							
Contract or Regular	1200	-	-	-	11,096,860	-	11,096,860
Other	1400	-	-	-	1,209,464	-	1,209,464
<b>Total Noninstructional Salaries</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>12,306,324</b>	<b>-</b>	<b>12,306,324</b>
<b>Total Academic Salaries</b>		<b>47,552,847</b>	<b>-</b>	<b>47,552,847</b>	<b>59,859,171</b>	<b>-</b>	<b>59,859,171</b>
<b><u>Classified Salaries</u></b>							
<b>Noninstructional Salaries</b>							
Regular Status	2100	-	-	-	24,991,896	-	24,991,896
Other	2300	-	-	-	656,632	-	656,632
<b>Total Noninstructional Salaries</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>25,648,528</b>	<b>-</b>	<b>25,648,528</b>
<b>Instructional Aides</b>							
Regular Status	2200	2,171,777	-	2,171,777	2,171,777	-	2,171,777
Other	2400	242,385	-	242,385	242,385	-	242,385
<b>Total Instructional Aides</b>		<b>2,414,162</b>	<b>-</b>	<b>2,414,162</b>	<b>2,414,162</b>	<b>-</b>	<b>2,414,162</b>
<b>Total Classified Salaries</b>		<b>2,414,162</b>	<b>-</b>	<b>2,414,162</b>	<b>28,062,690</b>	<b>-</b>	<b>28,062,690</b>
Employee Benefits	3000	11,840,869	-	11,840,869	29,316,192	-	29,316,192
Supplies and Material	4000	-	-	-	1,831,622	-	1,831,622
Other Operating Expenses	5000	-	-	-	11,677,172	-	11,677,172
Equipment Replacement	6420	-	-	-	2,511	-	2,511
<b>Total Expenditures Prior to Exclusions</b>		<b>61,807,878</b>	<b>-</b>	<b>61,807,878</b>	<b>130,749,358</b>	<b>-</b>	<b>130,749,358</b>

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RECONCILIATION OF EDUCATION CODE SECTION 84362 (50 PERCENT LAW) CALCULATION  
FOR THE YEAR ENDED JUNE 30, 2012**

	Object/TOP Codes	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
		Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
<b><u>Exclusions</u></b>							
<b>Activities to Exclude</b>							
Instructional Staff - Retirees' Benefits and Retirement Incentives	5900	\$ -	\$ -	\$ -	\$ 1,961,702	\$ -	\$ 1,961,702
Student Health Services Above Amount Collected	6441	-	-	-	-	-	-
Student Transportation	6491	-	-	-	-	-	-
Noninstructional Staff - Retirees' Benefits and Retirement Incentives	6740	-	-	-	1,082,923	-	1,082,923
<b>Objects to Exclude</b>							
Rents and Leases	5060	-	-	-	1,400,509	-	1,400,509
Lottery Expenditures							
Academic Salaries	1000	-	-	-	-	-	-
Classified Salaries	2000	-	-	-	2,742,289	-	2,742,289
Employee Benefits	3000	-	-	-	669,777	-	669,777
Supplies and Materials	4000	-	-	-	-	-	-
Software	4100	-	-	-	-	-	-
Books, Magazines, and Periodicals	4200	-	-	-	-	-	-
Instructional Supplies and Materials	4300	-	-	-	-	-	-
Noninstructional Supplies and Materials	4400	-	-	-	-	-	-
<b>Total Supplies and Materials</b>		-	-	-	-	-	-

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RECONCILIATION OF EDUCATION CODE SECTION 84362 (50 PERCENT LAW) CALCULATION  
FOR THE YEAR ENDED JUNE 30, 2012**

	Object/TOP Codes	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
		Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
Other Operating Expenses and Services	5000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay							
Library Books	6000	-	-	-	-	-	-
Equipment	6300	-	-	-	-	-	-
Equipment - Additional	6400	-	-	-	-	-	-
Equipment - Replacement	6410	-	-	-	-	-	-
<b>Total Equipment</b>		-	-	-	-	-	-
<b>Total Capital Outlay</b>							
Other Outgo	7000	-	-	-	-	-	-
<b>Total Exclusions</b>		-	-	-	7,857,200	-	7,857,200
<b>Total for ECS 84362, 50 Percent Law</b>		\$ 61,807,878	\$ -	\$ 61,807,878	\$ 122,892,158	\$ -	\$ 122,892,158
<b>Percent of CEE (Instructional Salary Cost/Total CEE)</b>		50.29%		50.29%	100.00%		100.00%
<b>50% of Current Expense of Education</b>					\$ 61,446,079		\$ 61,446,079

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (CCFS-311)  
WITH FUND FINANCIAL STATEMENTS  
FOR THE YEAR ENDED JUNE 30, 2012**

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There were no adjustments to the Annual Financial and Budget Report (CCFS-311) which required reconciliation to the audited financial statements at June 30, 2012.

See accompanying note to supplementary information.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RECONCILIATION OF GOVERNMENTAL FUNDS TO THE  
STATEMENT OF NET ASSETS  
JUNE 30, 2012**

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**Amounts Reported for Governmental Activities in the Statement  
of Net Assets are Different Because:**

**Total Fund Balance and Retained Earnings:**

General Funds	\$ 15,422,909
Special Revenue Funds	89,687
Capital Outlay Projects	94,166,772
Debt Service Funds	11,651,274
Proprietary Fund	4,338,852

**Total Fund Balances and Retained Earnings -**

**All District Funds**

**\$ 125,669,494**

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.

The cost of capital assets is:

423,168,022

Accumulated depreciation is:

(87,587,850)

335,580,172

In governmental funds, unmatured interest on long-term obligations is recognized in the period when it is due. On the government-wide financial statements, unmatured interest on long-term obligations is recognized when it is incurred.

(6,371,623)

Governmental funds report cost of issuance associated with the issuance of debt when first issued, whereas the amounts are deferred and amortized in the Statements of Activities.

Cost of issuance at year end amounted to:

1,640,382

Long-term obligations at year end consist of:

Bonds payable 243,149,062

Capital leases payable 142,506

Compensated absences 2,589,152

Load banking 752,754

Supplementary retirement plan (SRP) 4,700,629

Other postemployment benefits (OPEB) 4,381,529

Less compensated absences already recorded in funds

(1,498,186)

(254,217,446)

**Total Net Assets**

**\$ 202,300,979**

See accompanying note to supplementary information.



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 2012

#### NOTE 1 - PURPOSE OF SCHEDULES

##### District Organization

This schedule provides information about the District's organization, governing board members, and administration members.

##### Schedule of Expenditures of Federal Awards

The accompanying Schedule of Expenditures of Federal Awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The following schedule provides reconciliation between revenues reported on the Statement of Revenues, Expenses, and Changes in Net Assets - Primary Government and the related expenditures reported on the Schedule of Expenditures of Federal Awards. The reconciling amounts consist primarily of Build America Bond funds that have been recorded as revenues, but not reported on the Schedule of Expenditures of Federal Awards. Build America Bonds are not subject to OMB Circular A-133 audit, therefore, are not required to be reported on the Schedule of Expenditures of Federal Awards.

Description	CFDA Number	Amount
Total Federal Revenues From the Statement of Revenues, Expenses, and Changes in Net Assets:		\$ 57,390,248
Build America Bonds	N/A	(2,507,468)
Other Federal programs	N/A	(3)
Total Expenditures of Federal Awards		<u>\$ 54,882,777</u>

##### Subrecipients

Of the Federal expenditures presented in the schedule, the District provided Federal awards to subrecipients as follows:

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Amount Provided to Subrecipients
GS-5 Certified: Increasing Soil Science Education	10.223	\$ 16,997
Logistics Technicians: Goods to Go	47.076	46,735
Higher Education - Institutional Aid	84.031S	202,062
CCRAA - Step Up to Success Cooperative	84.031C	5,785
Independent Living Skills - Emancipation Services	93.674	184,077
Total Pass-Through		<u>\$ 455,656</u>

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 2012**

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#### **Schedule of Expenditures of State Awards**

The accompanying Schedule of Expenditures of State Awards includes the State grant activity of the District and is presented on the modified accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The information in this schedule is presented to comply with reporting requirements of the California State Chancellor's Office.

#### **Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance**

Full-Time Equivalent Students (FTES) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds, including restricted categorical funding, are made to community college districts. This schedule provides information regarding the annual attendance measurements of students throughout the District.

#### **Reconciliation of *Education Code Section 84362 (50 Percent Law)* Calculation**

ECS 84362 requires the District to expend a minimum of 50 percent of the unrestricted General Fund monies on salaries of classroom instructors. This is reported annually to the State Chancellor's Office. This schedule provides a reconciliation of the amount reported to the State Chancellor's Office and the impact of any audit adjustments and/or corrections noted during the audit.

#### **Reconciliation of Annual Financial and Budget Report (CCFS-311) With Fund Financial Statements**

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Form CCFS-311 to the District's internal fund financial statements.

#### **Reconciliation of Governmental Funds to the Statement of Net Assets**

This schedule provides a reconciliation of the adjustments necessary to bring the District's internal fund financial statements, prepared on a modified accrual basis, to the entity-wide full accrual basis financial statements required under GASB Statements No. 34 and No. 35 business-type activities reporting model.

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***INDEPENDENT AUDITORS' REPORTS***

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**INDEPENDENT AUDITORS' 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**

Board of Trustees  
Riverside Community College District  
Riverside, California

We have audited the basic financial statements of Riverside Community College District (the District) and its discretely presented component unit for the years ended June 30, 2012 and 2011, which collectively comprise the District's basic financial statements and have issued our report thereon dated November 26, 2012. We conducted our audits 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.

As discussed in Note 16 to the financial statements, the State of California continues to suffer the effects of a recessionary economy, which directly impacts the funding formula of Riverside Community College District.

**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 audits, we considered Riverside Community College District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverside Community College District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Riverside Community College 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 combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over 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 previously.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverside Community College District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant 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 audits and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance 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 Board of Trustees, District Management, the California Community Colleges Chancellor's Office, and the District's Federal and State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Vaurinek, Time, Day & Co., LLP.

Riverside, California  
November 26, 2012



**Vavrinek, Trine, Day & Co., LLP**  
Certified Public Accountants

VALUE THE DIFFERENCE

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH  
REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT  
ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Board of Trustees  
Riverside Community College District  
Riverside, California

**Compliance**

We have audited Riverside Community College District's (the District) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Riverside Community College District's major Federal programs for the year ended June 30, 2012. Riverside Community College District's major Federal programs are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major Federal programs is the responsibility of Riverside Community College District's management. Our responsibility is to express an opinion on Riverside Community College District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about Riverside Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Riverside Community College District's compliance with those requirements.

In our opinion, Riverside Community College District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2012. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying Schedule of Findings and Questioned Costs as item 2012-1.

## Internal Control Over Compliance

Management of Riverside Community College District is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to Federal programs. In planning and performing our audit, we considered Riverside Community College District's internal control over compliance with the requirements that could have a direct and material effect on a major Federal program to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Riverside Community College District's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as previously defined. However, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies as described in the accompanying Schedule of Findings and Questioned Costs as item 2012-1. *A significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Riverside Community College District's response to the finding identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. We did not audit Riverside Community College District's response and, accordingly, we express no opinion on the response.

This report is intended solely for the information and use of the Board of Trustees, District Management, the California Community Colleges Chancellor's Office, and the District's Federal and State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Vaurinek, Time, Day & Co., LLP.*

Riverside, California  
November 26, 2012



## REPORT ON STATE COMPLIANCE

Board of Trustees  
Riverside Community College District  
Riverside, California

We have audited the basic financial statements of Riverside Community College District (the District), as of and for the year ended June 30, 2012, and have issued our report thereon dated November 26, 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 of America and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. 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 financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

Compliance with the requirements of laws, regulations, contracts, and grants listed below is the responsibility of Riverside Community College District's management. In connection with the audit referred to above, we selected and tested transactions and records to determine the Riverside Community College District's compliance with the State laws and regulations in accordance with Section 400 of the Chancellor's Office *California Community Colleges Contracted District Audit Manual (CDAM)* issued in May 2012 applicable to the following items:

- Section 421 Salaries of Classroom Instructors: 50 Percent Law
- Section 423 Apportionment for Instructional Service Agreements/Contracts
- Section 424 State General Apportionment Funding System
- Section 425 Residency Determination for Credit Courses
- Section 426 Students Actively Enrolled
- Section 427 Concurrent Enrollment of K-12 Students in Community College Credit Courses
- Section 431 Gann Limit Calculation
- Section 433 California Work Opportunity and Responsibility to Kids (CalWORKS)
- Section 435 Open Enrollment
- Section 437 Student Fee – Instructional and Other Materials
- Section 438 Student Fees – Health Fees and Use of Health Fees
- Section 474 Extended Opportunity Programs and Services (EOPS) and Cooperative Agencies Resources for Education (CARE)
- Section 475 Disabled Student Programs and Services (DSPS)
- Section 476 Curriculum and Instruction
- Section 479 To Be Arranged (TBA) Hours



Based on our audit, we found that for the items tested, the Riverside Community College District complied with the State laws and regulations referred to above, except as described in the Schedule of State Awards Findings and Questioned Costs section of the accompanying Schedule of Findings and Questioned Costs as item 2012-2. Our audit does not provide a legal determination on Riverside Community College District's compliance with the State laws and regulations referred to above.

Riverside Community College District's response to the finding identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. We did not audit Riverside Community College District's response and, accordingly, we express no opinion on the response.

This report is intended solely for the information of the Board of Trustees, District Management, the California Community Colleges Chancellor's Office, the California Department of Finance, and the California Department of Education, and is not intended to be and should not be used by anyone other than these specified parties.

*Vaurinek, Time, Day & Co., LLP.*

Riverside, California  
November 26, 2012

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***SCHEDULE OF FINDINGS AND QUESTIONED COSTS***

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SUMMARY OF AUDITORS' RESULTS  
FOR THE YEAR ENDED JUNE 30, 2012**

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**FINANCIAL STATEMENTS**

Type of auditors' report issued:	<u>Unqualified</u>
Internal control over financial reporting:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

**FEDERAL AWARDS**

Internal control over major programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>Yes</u>
Type of auditors' report issued on compliance for major programs:	<u>Unqualified</u>
Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)	<u>Yes</u>
Identification of major program:	

<u>CFDA Numbers</u>	<u>Name of Federal Programs or Clusters</u>
<u>17.275 (ARRA)</u>	<u>ARRA - Southern California Logistics Technology Collaborative</u>
<u>47.076</u>	<u>National Science Foundation</u>
<u>59.037</u>	<u>Tri-Tech Small Business Development Center and Jobs Act</u>
<u>84.031, 84.031S, and 84.031C</u>	<u>Higher Education - Institutional Aid</u>
<u>84.007, 84.033, 84.063, 84.268, and 93.925</u>	<u>Student Financial Assistance Cluster</u>
<u>93.359</u>	<u>Nurse Education, Practice, and Retention</u>
<u>97.036</u>	<u>Disaster Grants - Public Assistance</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 331,718</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

**STATE AWARDS**

Internal control over State programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>Yes</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**FINANCIAL STATEMENT FINDINGS AND RECOMMENDATIONS  
FOR THE YEAR ENDED JUNE 30, 2012**

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None reported.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2012

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The following finding represents significant deficiencies and/or instances of noncompliance including questioned costs that are required to be reported by OMB Circular A-133.

#### 2012-1 SUBRECIPIENT MONITORING

##### **Federal Program Affected**

National Science Foundation, National Center of Excellence for Logistics and Supply Chain Technology (CFDA #47.076) Award Number: DUE-1104176

##### **Criteria or Specific Requirement**

OMB Circular A-133 Compliance Supplement, Audits of State and Local Governments and Not-for-Profit Organizations, subpart D - Federal agencies and pass-through entities states the following regarding pass-through entity responsibilities:

*A pass-through entity is responsible for: Award Identification - At the time of subaward, identifying to the subrecipient the Federal award information, which include CFDA title and number, award name and number, name of the Federal awarding agency, and applicable compliance requirements.*

##### **Condition**

In our sample of subrecipient contracts, we noted two contracts that did not identify the CFDA title or number to the subawardee.

##### **Questioned Costs**

No questioned costs. See Context.

##### **Context**

We noted two of the subawards did not meet the minimum contents as required by OMB Circular A-133. The required elements were not included in all of the subawards reviewed for this program.

##### **Effect**

Subrecipients could be incorrectly reporting expenditures on the Schedule of Expenditures of Federal Awards and/or not complying with applicable compliance requirements.

##### **Cause**

The District has not implemented procedures to ensure the compliance with Federal requirements.

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2012**

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#### **Recommendation**

We recommend the District strengthen control procedures over its subaward contracts to ensure award information has been properly identified to the subrecipient which includes the CFDA title and number.

#### **Management's Response and Corrective Action Plan**

The Catalog of Federal Domestic Assistance (CFDA) program numbers was missing from the contract cover page on these subcontract awards due to an oversight. However, it should be noted that the language in the actual contract referenced the correct awarding agency (National Science Foundation), the grant award number, and requires the subrecipient's compliance with all pertinent Federal circulars, NSF's general grant conditions (GC-1), and other federally required assurances. Management will enhance the contract review and training processes to prevent this error from reoccurring in the future.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### STATE AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2012

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The following finding represents instances of noncompliance and/or questioned costs relating to State program laws and regulations.

#### **2012-2 CARE ADVISORY COMMITTEE MEETING**

##### **Criteria or Specific Requirement**

*Education Code* Section 79150-79155  
CARE Program Guidelines  
Information System's Data Element Dictionary (data elements SE01-SE10)

##### **Condition**

Required CARE advisory committee meetings at Moreno Valley College were held only one time during the year. The CARE Program guidelines note the advisory committee is to meet at least twice during each academic year.

##### **Questioned Costs**

None.

##### **Recommendation**

We recommend that the CARE Program directors ensure the advisory committee meets as required by the program guidance.

##### **Management's Response and Corrective Action Plan**

CARE Program director concurs with the above recommendation and has scheduled two meetings: December 6, 2012 and March 25, 2013 for the fiscal year 2013 academic year. Confusion existed between the EOPS program regulations where one meeting a year is required versus the CARE Program regulations which require two meetings a year. The Program Director will ensure that two meetings are held each academic year.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

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Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

#### FEDERAL AWARD FINDINGS

##### 2011-1 Finding - Reporting

**Program Affected:** WIA Cluster  
**CFDA #:** 17.258, 17.259, 17.260  
**Fiscal Year:** 2010-2011  
**Compliance Requirement:** Reporting  
**Questioned Costs:** None

##### Criteria or Specific Requirement

Quarterly "Year-to-Date Expenditure and Progress Reports" are required to be filed with the Career Technical Education Program. The Riverside County, Economic Development Agency (EDA) provides additional WIA funding and requires invoicing and documentation to be submitted each month by the 10<sup>th</sup> calendar day.

##### Condition

In our sample of quarterly Year-to-Date Expenditure and Progress Reports submitted to the California Community College Chancellor's Office, we noted that one quarterly report for the Allied Health Program, Contract #09-127-01 was not submitted within the specified time frame as noted in the Program-Specific Legal Terms and Conditions.

In our sample of monthly invoice reports submitted to Riverside County, we noted three invoices were not submitted within the specified time frame as noted in the contract agreements. The WIA programs affected were the Community College Class Size Training Program Contract #2009/2011-179-201-501 and the Summer Work Experience Program (ARRA) Contract #SWEP 2010-179-171-R-RCCD.

##### Isolated Instance or Systemic

Isolated Instance - The District has monitoring procedures in place for reporting of grant activity; however, for the reports noted above, the review process was not properly implemented, and the reporting timelines were missed.

##### Effect

The District is at risk of not complying with the grant reporting requirements established by the Federal and County granting agencies.



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

---

#### **Recommendation**

We recommend that the District review the reporting requirements by the granting agencies to ensure all expenditure and progress reports can be submitted to the funding agency within the specified timelines.

#### **Current Status**

As of September 2011, the District no longer receives WIA funding from Riverside County. This finding is not applicable for 2012.

#### **2011-2 Finding - Compensation for Personnel Services**

**Programs Affected:** Southern California Logistics Tech Collaborative and Title V: Hispanics Serving Institutions (HSI)

**CFDA #:** 17.275, 84.031

**Fiscal Year:** 2010-2011

**Compliance Requirement:** Allowable Cost/Cost Principles

**Questioned Costs:** \$17,575 related to CFDA #84.031

#### **Criteria**

OMB Circular A-21, Cost Principles for Educational Institutions, Part J, General Provisions for Selected Items of Cost, No. 10, Compensation for Personnel Services.

#### **Condition**

Documentation to support the salary charges for the Southern California Logistics Tech Collaborative through the Office of Economic Development was not provided until after a request was made for the signed documents. The final documents met reporting requirements, but had not been prepared during the year.

Personnel activity reports related to individuals charged to the Title V: Hispanics Serving Institutions did not match the documentation for distribution of charges for personnel services. The variances are noted below under questioned costs.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

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#### Questioned Costs

Award Number: P031S060080 Administered at the Moreno Valley College - \$8,072

- Two time accounting reports certified an individual was funded 50 percent by Title V: Hispanic Serving Institutions and 50 percent by TRIO; however, the general ledger noted that the individual was charged 90 percent to Title V: Hispanic Serving Institutions.

Award Number: P031C080046 Administered at the Riverside College Campus - \$9,503

- It was noted the District made the appropriate adjustments to the general ledger to reflect only 50 percent of the individual's salary was charged to the CCRAA grant. However, one month's time accounting report was not prepared to support the charges to the CCRAA grant.

#### Isolated Instance or Systemic

Systemic - Written guidance provided by Cost Allocation OMB Circulars describing appropriate methodologies for allocation of time have not been consistently followed within the program grants. Review and monitoring of actual time certified to what is recorded within the general ledger has not been performed consistently.

#### Effect

Without consistent application and monitoring of the requirements of OMB Circular A-21, the District and the various Federal programs are at risk of misapplying the payroll costs for employees working within multiple Federal programs.

#### Recommendation

The District should review the requirements of the OMB Circular A-21 and develop specific written procedures that will provide for an acceptable method for documenting the distribution of charges for personal services. Program directors should review and monitor the actual personnel activity reports to ensure that charges to the general ledger are appropriate for the actual work performed.

#### Current Status

Implemented.

#### 2011-3 Finding - Subrecipient Monitoring

**Programs Affected:** Higher Education - Institutional Aid

**CFDA #:** 84.031

**Award Year:** 2010-2011

**Compliance Requirement:** Subrecipient Monitoring

**Questioned Costs:** None

#### Programs Affected

Title V: Hispanic Serving Institution Cooperative, U.S. Department of Education (CFDA #84.031)

Award Number: P031S100123

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

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#### **Criteria or Specific Requirement**

OMB Circular A-133 Compliance Supplement, Audits of State and Local Governments and Not-for-Profit Organizations, subpart D - Federal agencies and pass-through entities states the following regarding pass-through entity responsibilities:

*A pass-through entity is responsible for identifying and notifying the Subrecipient of the Federal Award information including the proper CFDA title and number, the award name and number, the Federal awarding agency, and all applicable compliance requirements.*

#### **Condition**

In our sample of Subrecipient contracts, we noted one contract provided through the Norco College reflected inaccurate award information. The information provided to the Subrecipient included the incorrect CFDA number of 10.223 which is administered under the provisions of the U.S. Department of Agriculture. The correct CFDA number for this subaward is 84.031 which is administered under the provisions of the U.S. Department of Education.

#### **Isolated Instance or a Systemic**

Isolated Instance - Of the two grants passed through to a Subrecipient, one was noted to have incorrectly identified the awarding agency's CFDA number.

#### **Effect**

By not providing the accurate award information to the Subrecipient, there is the possibility that the program will not be administered within the appropriate compliance requirements.

#### **Recommendation**

Control procedures over the contracts with Subrecipients should be enhanced to include a secondary monitoring of the grant requirements to reduce the possibility that inaccurate information is included within the grant subaward.

#### **Current Status**

Implemented.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

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#### STATE AWARD FINDINGS

##### 2011-4 Finding - Full-Time Equivalent Students (FTES) Misreporting

**Programs Affected:** Apportionment Funding System

**Fiscal Year:** 2010-2011

#### Criteria or Specific Requirement

Title V Regulations

California Community Colleges Chancellor's Office *Student Attendance Accounting Manual (SAAM)*

#### Condition

During the audit of weekly student contact hour procedures, the following discrepancy related to contact hours was noted:

- BIO-1-47238: Contact hours under reported by 104.32 contact hours

During the audit of actual hours of attendance procedures - contact hour procedures, we noted the following discrepancies resulted in a total of 5,520.60 over reported contact hours and calculated 10.31 over reported FTES:

- NRN-7 courses over reported 383.2 contact hours
- NRN-8 courses over reported 412.0 contact hours
- NRN-9 courses over reported 673.0 contact hours
- PHT-12 courses over reported 3,024.0 contact hours
- PHT-13 courses over reported 672.0 contact hours
- PHT-19 courses over reported 896.0 contact hours
- JOU-20 courses under reported 540.0 contact hours

#### Questioned FTES

Total FTES questioned are 10.31. The District is currently over the funding cap by 2,258.16.

#### Effect

Without control systems over the automatic calculations of contact hours and FTES, the District has misreported FTES to the State Chancellor's Office. The District's internal calculating system did not block or limit the amount of actual hours once a student had achieved their maximum allowed.

#### Recommendation

We recommend the District review and revise the reporting controls over the automatic calculation of contact hours and FTES to ensure accurate reporting.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

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#### Current Status

Implemented.

#### 2011-5 Finding - Instructional Material Fees

**Programs Affected:** Instructional Material Fees

**Fiscal Year:** 2010-2011

#### Criteria or Specific Requirement

CCR, Title V, section 59402 defines "Required instructional and other materials" as "any instructional or other materials which a student must procure or possess as a condition of registration, enrollment or entry into a class; or any such material which is necessary to achieve those required objectives of a course which are to be accomplished under the supervision of an instructor during class hours."

The Student Fee Handbook provided by the California Community Colleges State Chancellor's Office states, "*Districts may only require students to provide instructional materials which are of a continuing value to the students outside of the classroom setting, is tangible personal property that is owned or primarily controlled by the student, and the material must not be solely or exclusively available from the district. Such materials include, but are not limited to, textbooks, tools, equipment, clothing, and those materials which are necessary for a student's vocation training and employment.*"

#### Condition

Material fees related to Administration of Justice and Fire Technology Instructional Services Agreements (ISAs) administered through the Ben Clark Training Center were charged to students that did not meet the criteria for fees as defined in the Student Fee Handbook noted above. In courses relating to Administration of Justice, fees included coordination, clerical, indirect costs, and other intangible material fees. In courses relating to Fire Technology, fees included administration costs and other fees that could not be identified. Subsequently, the District has terminated the ISA with the Riverside County Training Officers' Association which the courses for Fire Technology were offered through. The Riverside Community College District did not assess or collect these fees.

#### Questioned Costs

The fees noted above were assessed and collected by the ISA contractors, and the total fees collected have not been calculated.

#### Isolated Instance or Systemic

Isolated Instance - The Instructional Materials Fees that were inappropriately assessed and charged were limited to the Instructional Services Agreements noted above through the Ben Clark Training Centers.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

---

#### **Effect**

Students enrolling in classes through the Instructional Services Agreements noted above have been overcharged Instructional Material Fees during the 2010-2011 academic year.

#### **Recommendation**

We recommend that the District review and monitor the Instructional Services Agreements to ensure that fees charged to students are allowed under both Title V and the State Chancellor's Office published Student Fee Handbook.

#### **Current Status**

Implemented.

#### **2011-6 Finding - CARE Advisory Committee Meeting**

**Programs Affected:** CARE

**Fiscal Year:** 2010-2011

#### **Criteria or Specific Requirement**

*Education Code* Section 79150-79155

CARE Program Guidelines

Information System's Data Element Dictionary (data elements SE01-SE10)

#### **Condition**

Required CARE advisory committee meetings at each of the District's three College campuses were held only one time during the year. The CARE Program guidelines note the advisory committees are to meet at least twice during each academic year.

#### **Questioned Costs**

None.

#### **Isolated Instance or Systemic**

Systemic - The condition noted above was applicable to each of the three College campuses.

#### **Effect**

The advisory committees may not be able to properly manage and oversee the CARE Program and budget by not meeting as noted in the guidance.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2012

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#### **Recommendation**

We recommend that the CARE Program directors ensure the advisory committee is in place and meets as required by the program guidance.

#### **Current Status**

Not implemented. See current year finding 2012-2.

#### **2011-7 Finding - To Be Arranged (TBA) Hours**

**Programs Affected:** To Be Arranged Hours

**Fiscal Year:** 2010-2011

#### **Criteria or Specific Requirement**

California Community Colleges State Chancellor's Office *Student Attendance Accounting Manual* requires the listing of classes conducted under the To Be Arranged hour type to be listed in the schedule of classes and described in the course outline. Additionally, the TBA hours for student participation are required to be tracked to ensure only actual hours of attendance are claimed for apportionment purposes.

#### **Condition**

It appears that classes noted in the schedule of classes as including hours subject to TBA requirements at the Moreno Valley College may not have segregated the lecture hours and the laboratory hours that were noted as TBA. This is related specifically to classes needing the Language Laboratory. We have been unable to determine if the additional lab hours were included within the lecture hours.

#### **Questioned Costs**

None. The District is over the funded FTES.

#### **Isolated Instance or Systemic**

Isolated Instance - This condition is noted specifically at the Moreno Valley College.

#### **Effect**

The District is at risk of misreporting the attendance hours and related FTES for classes with TBA components.

#### **Recommendation**

The College Academic Department should review the courses noted with TBA lab hours and determine if there is sufficient lab space to allow for the proper classification of the attendance methodology.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED JUNE 30, 2012**

---

**Current Status**

Implemented.





Vavrinek, Trine, Day & Co., LLP  
Certified Public Accountants

VALUE THE DIFFERENCE

To the Board of Trustees  
Riverside Community College District  
Riverside, California

We have audited the basic financial statements of Riverside Community College District (the District) for the year ended June 30, 2012, and have issued our report thereon dated November 26, 2012. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

#### Our Responsibilities Under U.S. Generally Accepted Auditing Standards and OMB Circular A-133

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major Federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, 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. Also, in accordance with OMB Circular A-133, we examined, on a test basis, evidence about the District's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement" applicable to each of its major Federal programs for the purpose of expressing an opinion on the District's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the District's compliance with those requirements.

#### Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our meeting about planning matters.

#### Significant Audit Findings

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year.

To the Board of Trustees  
Riverside Community College District  
Page 2

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was the cost of capital assets net of accumulated depreciation. Depreciation is the recognition of the use of the capital assets over time. Conditions may exist that result in assets having a longer or shorter useful life than is reflected within these statements. We evaluated the key factors and assumptions used to develop depreciation in determining that it is reasonable in relation to the financial statements taken as a whole. This information is disclosed in Note 5 to the financial statements.

Additionally, the estimate of the future costs of postemployment benefits provided to retirees is based upon current information about the District's employees, benefit plans, and health care rates. These factors are considered by the actuary in determining both the estimated liability and the current year required contribution to the plan. Note 11 to the financial statements provides additional information about the actuarial methods and assumptions, and the Required Supplementary Information provides the schedule of progress toward funding this liability.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *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.

#### *Disagreements With Management*

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated November 26, 2012.

#### *Management Consultations With Other Independent 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 District's financial statements or a determination of the type of auditors' 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. To our knowledge, there were no such consultations with other accountants.

To the Board of Trustees  
Riverside Community College District  
Page 3

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Trustees and management of Riverside Community College District and is not intended to be and should not be used by anyone other than these specified parties.

*Vaurinek, Tine, Day & Co., LLP.*

Riverside, California  
November 26, 2012



## Agenda Item (VIII-D-3)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-3)
Subject	2011-2012 Independent Audit Report for the Riverside Community College District Foundation
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees receive the Riverside Community College District Foundation's independent audit report for the year ended June 30, 2012 for the permanent file of the District.

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### Background Narrative:

An independent audit of the Foundation's 2011-2012 financial statements was performed by Ahern, Adcock, Devlin, LLP Certified Public Accountants (AAD). A representative of the firm will be available to present the report. The Foundation's Board of Directors accepted the audit report on November 13, 2012. Results of the audit are summarized below.

#### Auditor's Opinion

The auditor has issued an unqualified opinion for the financial audit; an excerpt of which follows:

*Financial Audit* – "In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverside Community College District Foundation as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America."

#### Audit Findings

There were no findings or questioned costs related to the audit for the year ended June 30, 2012.

#### Auditor's Required Communication – Audit Completion

In accordance with the Statement on Auditing Standards No. 114, at the conclusion of the audit engagement AAD is required to communicate information to the Board of Directors regarding their responsibility under United States Generally Accepted Auditing Standards. Attached for your information is the required communication issued by AAD.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Aaron Brown, Associate Vice Chancellor, Finance  
Bill Bogle, Controller  
Amy Cardullo, Director, RCC Foundation and Alumni Affairs

### Attachments:

[12112012\\_Foundation Audit Report FY11-12](#)  
[12112012\\_AAD SAS 114 Letter](#)

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A California Limited Liability Partnership  
Certified Public Accountants



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Employee Benefit Plan  
Audit Quality Center  
Governmental Audit  
Quality Center  
California Society of  
Certified Public Accountants

To the Board of Directors  
Riverside Community College District Foundation

We have audited the financial statements of Riverside Community College District Foundation (the "Foundation") for the year ended June 30, 2012, and have issued our report thereon dated November 6, 2012. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Findings**

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Foundation are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2012. We noted no transactions entered into by the Foundation during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

The fair market value of investments is based upon market analysis as of June 30, 2012. We have obtained information from the investment managers in determining the fair presentation of these amounts. We evaluated the key factors and assumptions used to develop this estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.



The following material misstatements detected as a result of audit procedures were corrected by management:

- A prior period adjustment for the promise to give to the District of \$1,009,708 at June 30, 2011, and
- An adjustment to record a refundable advance to the James Irvine Foundation for \$113,592.

Professional standards require that we inform you about uncorrected misstatements aggregated by us during our engagement that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The misstatements are listed in the attached summary of audit differences.

*Disagreements 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 auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated November 6, 2012.

*Management Consultations with Other Independent 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 Foundation's financial statements or a determination of the type of auditors' 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. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Foundation's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors and management of the Foundation and is not intended to be, and should not be, used by anyone other than these specified parties.

Riverside, California  
November 6, 2012

*Ahna Adeoch Devlin LLP*



**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**

**Summary of Audit Differences**

June 30, 2012

(1)

Temporarily restricted contribution revenue	\$3,093	
Discount on pledges receivable		\$3,093
To discount pledges receivable to net realizable value at June 30, 2012.		

(2)

Temporarily restricted net assets	\$25,000	
Temporarily restricted revenue		\$25,000
To record prior year adjustment for Kaiser grant that was a refundable advance at June 30, 2011.		

**RIVERSIDE COMMUNITY  
COLLEGE DISTRICT  
FOUNDATION**

**FINANCIAL STATEMENTS  
WITH  
INDEPENDENT AUDITORS' REPORT**

**FOR THE YEARS ENDED  
JUNE 30, 2012 AND 2011**





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Employee Benefit Plan  
Audit Quality Center  
Governmental Audit  
Quality Center  
California Society of  
Certified Public Accountants

## **Independent Auditors' Report**

To the Board of Directors  
Riverside Community College District Foundation  
Riverside, California

We have audited the accompanying statements of financial position of Riverside Community College District Foundation (the "Foundation") as of June 30, 2012 and the related statements of activities and changes in net assets, cash flows, and functional expenses for the year then ended. The financial statements of the Foundation as of June 30, 2011 were audited by other auditors whose report dated October 18, 2011 expressed an unqualified opinion on those statements. As discussed in Note 11 to the financial statements, the Foundation has adjusted its 2011 financial statements to record a promise to give to others. The other auditors reported on the financial statements before the prior period adjustment. These financial statements are the responsibility of the Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. 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 financial statement presentation. We believe that 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 of Riverside Community College District Foundation as of June 30, 2012 and the changes in its net assets and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

We also audited the adjustments to the 2011 financial statements to apply the prior period adjustment as described in Note 11. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the Foundation's 2011 financial statements other than with respect to the adjustments and; accordingly, we do not express an opinion on any other form of assurance on the 2011 financial statements as a whole.

Riverside, California  
November 6, 2012

*Ahern Adcock Devlin LLP*

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**  
**Statements of Financial Position**

	<u>June 30,</u>	<u>2012</u>	<u>2011</u>
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents			
Unrestricted	\$	503,002	\$ 636,646
Restricted		869,218	1,316,324
Accounts receivable		1,600	10,078
Unconditional promises to give, net of allowance		538,155	370,615
Prepaid expense		<u>2,000</u>	
Total current assets		<u>1,913,975</u>	<u>2,333,663</u>
<b>Noncurrent assets</b>			
Investments - restricted		4,804,265	3,488,505
Long-term unconditional promises to give, net of allowance		<u>91,381</u>	
Total noncurrent assets		<u>4,895,646</u>	<u>3,488,505</u>
Total assets		<u>\$6,809,621</u>	<u>\$5,822,168</u>
<b>LIABILITIES AND NET ASSETS</b>			
<b>Current liabilities</b>			
Accounts payable	\$	67,539	\$ 201,829
Refundable advance		113,592	
Promises to give to others		<u>452,779</u>	<u>1,009,708</u>
Total current liabilities		<u>633,910</u>	<u>1,211,537</u>
Total liabilities		<u>633,910</u>	<u>1,211,537</u>
<b>Net assets</b>			
<b>Unrestricted</b>			
Undesignated		(189,192)	(1,094,968)
Board designated		<u>15,669</u>	<u>16,287</u>
Total unrestricted net assets		(173,523)	(1,078,681)
Temporarily restricted		1,239,303	1,917,636
Permanently restricted		<u>5,109,931</u>	<u>3,771,676</u>
Total net assets		<u>6,175,711</u>	<u>4,610,631</u>
Total liabilities and net assets		<u>\$6,809,621</u>	<u>\$5,822,168</u>

*The accompanying notes are an integral part of these financial statements.*

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**  
**Statements of Activities and Changes in Net Assets**

	<b>June 30, 2012</b>			
	<b>Unrestricted</b>	<b>Temporarily Restricted</b>	<b>Permanently Restricted</b>	<b>Total</b>
<b>REVENUES</b>				
Donations	\$ 361,936	\$ 586,289	\$1,413,012	\$ 2,361,237
In-kind donations				
Donated assets	21,431			21,431
Donated material	31,904			31,904
Donated services	515,683			515,683
Miscellaneous revenue				
Total revenues	930,954	586,289	1,413,012	2,930,255
Assets released from restriction	1,432,579	(1,266,923)	(165,656)	-
Total revenues and reclassifications	<u>2,363,533</u>	<u>(680,634)</u>	<u>1,247,356</u>	<u>2,930,255</u>
<b>EXPENSES</b>				
Operating expenses	576,325			576,325
Program expenses	876,378			876,378
Fundraising expenses	8,246			8,246
Total expenses	<u>1,460,949</u>	-	-	<u>1,460,949</u>
<b>OTHER INCOME (EXPENSE)</b>				
Realized gain (loss) on sale of investments	(1,083)	(1,082)	(41,137)	(43,302)
Unrealized gain on investments	1,299	1,299	49,365	51,963
Interest and dividends income	2,358	2,084	82,671	87,113
Interest expense				
Total other income	<u>2,574</u>	<u>2,301</u>	<u>90,899</u>	<u>95,774</u>
Change in net assets	<u>905,158</u>	<u>(678,333)</u>	<u>1,338,255</u>	<u>1,565,080</u>
Net assets, beginning of year, as previously stated	(1,078,681)	1,917,636	3,771,676	4,610,631
Prior period adjustments				
Net assets, beginning of year, as restated	<u>(1,078,681)</u>	<u>1,917,636</u>	<u>3,771,676</u>	<u>4,610,631</u>
Net assets, end of year	<u>\$ (173,523)</u>	<u>\$ 1,239,303</u>	<u>\$5,109,931</u>	<u>\$6,175,711</u>

*The accompanying notes are an integral part of these financial statements.*

**June 30, 2011**

<b>Unrestricted</b>	<b>Temporarily Restricted</b>	<b>Permanently Restricted</b>	<b>Total</b>
\$ 24,079	\$ 692,317	\$ 174,993	\$ 891,389
19,935			19,935
21			21
532,137			532,137
889,800			889,800
1,465,972	692,317	174,993	2,333,282
1,149,341	(1,035,256)	(114,085)	-
<u>2,615,313</u>	<u>(342,939)</u>	<u>60,908</u>	<u>2,333,282</u>
753,106			753,106
1,008,290			1,008,290
3,332			3,332
<u>1,764,728</u>	<u>-</u>	<u>-</u>	<u>1,764,728</u>
362	271	8,411	9,044
19,052	13,853	437,452	470,357
3,933	2,950	91,434	98,317
(5,915)			(5,915)
<u>17,432</u>	<u>17,074</u>	<u>537,297</u>	<u>571,803</u>
<u>868,017</u>	<u>(325,865)</u>	<u>598,205</u>	<u>1,140,357</u>
(886,990)	2,243,501	3,173,471	4,529,982
<u>(1,059,708)</u>			<u>(1,059,708)</u>
<u>(1,946,698)</u>	<u>2,243,501</u>	<u>3,173,471</u>	<u>3,470,274</u>
<u>\$(1,078,681)</u>	<u>\$ 1,917,636</u>	<u>\$3,771,676</u>	<u>\$4,610,631</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**  
**Statements of Cash Flows**

	For the Years Ended June 30,	2012	2011
<b>Cash flows from operating activities</b>			
Change in net assets		\$ 1,565,080	\$1,140,357
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities			
Unrealized gain on investments		(51,963)	(470,353)
Contribution of restricted donations		(1,413,012)	(1,071,857)
Provision for doubtful accounts		2,930	
Forgiveness of debt income			(889,800)
(Increase) decrease in:			
Accounts receivable		8,478	4,672
Prepaid expenses		(2,000)	
Unrestricted unconditional promises to give		272,584	11,721
Increase (decrease) in:			
Accounts payable		(134,290)	(4,741,862)
Refundable advance		113,592	
Net cash provided by (used in) operating activities		361,399	(6,017,122)
<b>Cash flows from investing activities</b>			
Purchase of investments		(1,309,232)	(147,780)
Proceeds from sale of investments		45,435	105,826
Net cash used in investing activities		(1,263,797)	(41,954)
<b>Cash flows from financing activities</b>			
Change in long-term unconditional promises to give		(91,381)	426,226
Payments on promises to give to others		(556,929)	(50,000)
Collections of restricted contributions		1,417,064	1,498,083
Net cash provided by financing activities		768,754	1,874,309
Net change in cash and cash equivalents		(133,644)	(4,184,767)
<b>Cash and cash equivalents</b>			
Balance, beginning of year		636,646	4,821,413
Balance, end of year		\$ 503,002	\$ 636,646
<b>Required disclosure</b>			
Interest paid			\$5,915

*The accompanying notes are an integral part of these financial statements.*

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**

**Statements of Functional Expenses**

	<b>For the Year Ended June 30, 2012</b>			
	<b>Operating</b>	<b>Program</b>	<b>Fundraising</b>	<b>Total</b>
In-kind distributions				
Donated assets		\$ 21,431		\$ 21,431
Donated materials	\$ 31,904			31,904
Donated services	515,683			515,683
Support – instructional and student programs		150,150		150,150
Scholarships		543,586		543,586
Printing	1,177	4,455	\$7,315	12,947
Allowance for uncollected pledges	368	197		565
Investment fees		27,406		27,406
Office supplies	90	1,911		2,001
Postage	186			186
Aquatics complex				
Other services	<u>26,917</u>	<u>127,242</u>	<u>931</u>	<u>155,090</u>
Total expenses	<u>\$576,325</u>	<u>\$876,378</u>	<u>\$8,246</u>	<u>\$1,460,949</u>

*The accompanying notes are an integral part of these financial statements.*

**For the Year Ended June 30, 2011**

<b>Operating</b>	<b>Program</b>	<b>Fundraising</b>	<b>Total</b>
	\$ 19,935		\$ 19,935
\$ 21			21
532,137			532,137
	259,803		259,803
	616,685		616,685
8,322		\$3,296	11,618
36,536			36,536
22,218	4,161		26,379
74		36	110
365			365
	3,848		3,848
153,433	103,858		257,291
<u>\$753,106</u>	<u>\$1,008,290</u>	<u>\$3,332</u>	<u>\$1,764,728</u>



## RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

### Notes to Financial Statements

#### 1. Organization and Summary of Significant Accounting Policies

The Riverside Community College District Foundation (the “Foundation”) was formed as a nonprofit corporation on October 21, 1975, to solicit funds, provide support for the programs and projects of the Riverside Community College District (the “District”), and to account for the issuance of scholarships to the students of the District. The Foundation also serves as a link between the District and the community.

#### Financial Statement Presentation

The Foundation prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The financial statements include the accounts maintained by and directly under the control of the Foundation.

The Foundation reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Foundation is required to present a statement of cash flows. The Foundation does not use fund accounting. Revenues and expenses are recorded when incurred in accordance with the accrual basis of accounting.

The Foundation and the District are financial interrelated organizations as defined by the Financial Accounting Standards Board (FASB), Accounting Standards Codification 958-20, and *Transfers of Assets to a Nonprofit or Charitable Trust that Holds Contributions for Others* (formerly FAS 136). The Foundation reflects contributions received for the benefit of the District as revenue in its financial statements. The expenses related to these contributions are accounted for under program expenses.

#### Fair Value Measurements

The fair value of equity and debt securities with readily determinable fair values approximates their respective quoted market prices. All other financial instruments’ fair values approximate their carrying amounts due to the short maturities of these instruments.

#### Net Asset Classifications

*Unrestricted net assets* are not restricted by donors, or the donor–imposed restrictions have expired.

*Temporarily restricted net assets* contain donor–imposed restrictions that permit the Foundation to use or expend the assets as specified. These restrictions are satisfied either by the passage of time or by actions of the Foundation.

*Permanently restricted net assets* contain donor–imposed restrictions and stipulate that the resources be maintained permanently, but permit the Foundation to use, or expend part or all of the income derived from the donated assets for either specified or unspecified purposes. As restrictions on the net assets expire, due to time passing and earnings becoming available for expenditure, the funds are released to either temporarily restricted net assets or unrestricted net assets as applicable.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

### Notes to Financial Statements

#### 1. Organization and Summary of Significant Accounting Policies (Continued)

##### Expiration of Donor-Imposed Restrictions

Temporarily restricted net assets have donor-imposed restrictions that permit the Foundation to use up or expend the donated assets as specified and are satisfied either by the passage of time or by actions of the Foundation. As the restrictions expire and become available for expenditure, the funds are released to unrestricted net assets.

##### Endowment Funds

The Foundation endowment funds are subject to the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA) which has been enacted by the State of California. Donations made to the Foundation are classified as permanently restricted if the donor has stipulated the donations is to be held in perpetuity by the Foundation.

The Foundation has a spending policy which governs the funds to be transferred from the endowment. If the donor has provided endowment funds that are permanently restricted, the Foundation will obtain from the donor a description of any further restrictions to be placed on any earnings from the permanently restricted funds. If there are further restrictions, either program or time restrictions, the earnings are considered temporarily restricted until such time as the restrictions are met. Unspent earnings are returned to the corpus if required by the original agreement with the donor.

The Foundation's investment policy for endowment funds is to preserve and enhance the purchasing power while providing a relatively predictable, stable, and constant stream of earnings consistent with the Foundation's spending needs to enable the Foundation to provide scholarships to District students. Investments will be diversified to avoid undue risk and will be sufficiently liquid to meet operating requirements. Annual spending parameters take into consideration the rate of inflation and real growth of the pooled investment fund. Spending percentage shall be average earnings of the past three years, less inflation rate, at a maximum of 4.5 percent of a three-year average market value.

The permanently restricted balances at June 30, 2012 and 2011 were \$5,109,931 and \$3,771,674, respectively, and the balances designated for scholarships were \$15,689 and \$16,287, respectively. The endowment funds consist of pooled investment funds. The activity in the permanently restricted net asset class is reflected in the statement of activities and changes in net assets. Amounts appropriated for expenditures and/or reclassification are shown as net assets released from restriction. Board designated balance is included in the unrestricted net asset class.

##### Public Support and Revenue

The Foundation receives substantially all of its revenue from direct donations and pledges. Revenues are reported as increases in unrestricted net assets unless use of the related asset is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Realized gains/losses and unrealized gains/losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expiration of restrictions on the net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) is reported as assets are released from restriction between the applicable classes of net assets.

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**

### **Notes to Financial Statements**

#### **1. Organization and Summary of Significant Accounting Policies (Continued)**

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets, other than cash, are recorded at their estimated fair value at the time of the gift.

#### **Comparative Financial Information**

Comparative financial information for the prior year has been presented for additional analysis; certain amounts presented in the prior year data have been reclassified in order to be consistent with the current year's presentation.

#### **Donated Assets, Services, and Facilities**

The Foundation records the value of donated assets, services, and facilities when there is an objective basis available to measure their value. Donated facilities are reflected as support in the accompanying statements at their estimated values at date of donation and fair market value of facilities for the year. Donated assets, if received for the benefit of the Foundation, are capitalized at the stated donated value and depreciated in accordance with Foundation policies, unless they are passed through to the District. During the years ended June 30, 2012 and 2011, all donated assets have been passed through to the District. Donated services are reflected in the accompanying statements when the criteria for recognition have been met and are recorded at fair value.

#### **Use of Estimates**

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

#### **Income Taxes**

The Foundation is a charitable, not-for-profit, tax-exempt organization qualified under provisions of Section 501(c)(3) of the Internal Revenue Code and corresponding California provisions. Accordingly, no provision for income taxes has been provided in the financial statements. The Foundation has also been classified as an entity that is not a private foundation within the meaning of Section 509(a). The Foundation annually files information returns, Forms 990, 199, and RRF-1, with the appropriate agencies. There were no unrelated business activities during the years ended June 30, 2012 and 2011. The Foundation is no longer subject to United States federal or state examinations by tax authorities for the years before 2009 and 2008, respectively. During the years ended June 30, 2012 and 2011, the Foundation did not recognize any interest or penalties associated with any tax positions.

#### **Cash Equivalents for Statements of Cash Flows**

For purposes of the statements of cash flows, the Foundation considers all highly liquid unrestricted investments available for current use purchased with an initial maturity of three months or less to be cash equivalents.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

### Notes to Financial Statements

#### 1. Organization and Summary of Significant Accounting Policies (Continued)

##### Pledges Receivable

Contributions are recognized when the donor makes a promise to give to the Foundations that is, in substance, unconditional. Donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

The Foundation uses the allowance method to determine uncollectible unconditional promises receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. Management has determined the amount of allowance for uncollectible promises to give at June 30, 2012 and 2011 to be \$9,997 and \$12,929, respectively.

##### Functional Allocation of Expenses

The costs of providing various programs and activities have been summarized on a functional basis. Accordingly, based upon management's estimates, certain costs have been allocated among the programs, support services, and fundraising activities.

#### 2. Concentration of Risk

The Foundation has cash and cash equivalents in financial institutions that may or may not be insured by the Federal Deposit Insurance Corporation (FDIC). The normal FDIC limit is \$250,000 per account and only covers actual cash on either interest or noninterest-bearing account types. However, until December 31, 2012, the FDIC limit has been extended to cover unlimited cash amounts held in noninterest-bearing accounts. At various times throughout the year, the Foundation may have cash balances at financial institutions which exceed the FDIC insurance limit. Additionally, the Foundation deposits are covered under the collateralization of governmental funds agreement which provides for collateralization of deposits with eligible securities at a rate of 110 percent of the deposit on hand. As of June 30, 2012, the balances held in financial institutions of \$1,104,864 were not fully insured, but were collateralized with securities held by the financial institution, but not in the Foundation's name. Management reviews the balances and the financial condition of these financial institutions on a periodic basis and does not believe this concentration of cash results in a high level of risk for the Foundation.

#### 3. Unconditional Promises to Give

Unconditional promises to give at June 30, 2012 and 2011 consist of pledges and are due within the following schedule:

	June 30,	
	2012	2011
Due within one year	\$543,342	\$383,544
Due within one to five years	96,191	
Less allowance for uncollectible promises to give	(9,997)	(12,929)
Total	\$629,536	\$370,615

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**  
**Notes to Financial Statements**

**4. Investments**

Investments are presented at fair value in the financial statements and are composed of the following at June 30, 2012:

	2012		
	Adjusted Cost	Fair Market Value	Unrealized Gain
Equities	\$1,673,330	\$2,832,440	\$1,159,110
Corporate bonds	680,846	1,077,527	396,681
Government bonds	513,373	529,130	15,757
Investment in the California Community Colleges Scholarship Osher Endowment Fund	365,168	365,168	
	<u>\$3,232,717</u>	<u>\$4,804,265</u>	<u>\$1,571,548</u>

Investments are presented at fair value in the financial statements and are composed of the following at June 30, 2011:

	2011		
	Adjusted Cost	Fair Market Value	Unrealized Gain
Equities	\$1,239,406	\$2,075,813	\$836,407
Corporate bonds	539,990	673,861	133,871
Government bonds	358,250	373,663	15,413
Investment in the California Community Colleges Scholarship Osher Endowment Fund	365,168	365,168	
	<u>\$2,502,814</u>	<u>\$3,488,505</u>	<u>\$985,691</u>

**Market Value of Financial Assets and Liabilities**

The Foundation determines the fair market values of certain financial instruments based on the fair value hierarchy established in Statement of Financial Accounting Standards, *Fair Value Measurements*, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

### Notes to Financial Statements

#### 4. Investments (Continued)

The following provides a summary of the hierarchical levels used to measure fair value:

- Level 1      Quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 asset and liabilities may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.
- Level 2      Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 assets and liabilities may include debt securities with quoted prices that are traded less frequently than exchange-traded instruments and other instruments whose value is determined using a pricing model with inputs that are observable in the market or can be derived principally from or corroborated by observable market data. This category generally includes U.S. Government and agency mortgage-backed debt securities, corporate debt securities, derivative contracts, residential mortgage, and loans held-for-sale.
- Level 3      Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation. This category generally includes certain private equity investments, where independent pricing information was not able to be obtained for a significant portion of the underlying assets.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2012 and 2011:

*Equities:* Valued at the closing price in the active market on which the individual equities are traded.

*Corporate and government bonds:* Valued at the closing price reported in the active market on which the individual securities are traded.

*Investment in California Community Colleges Scholarship Osher Endowment Fund:* Valued at net asset value of underlying shares held by a banking institution at year-end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair value. Furthermore, while the Foundation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**  
**Notes to Financial Statements**

**4. Investments (Continued)**

The table below presents the balance of assets measured at fair value for 2012. There were no liabilities outstanding and measured at fair value as of June 30, 2012.

	Carrying Value at			
	<u>June 30, 2012</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments – corporate and government bonds	\$1,606,657	\$ 894,870	\$ 711,787	
Investments – equities	2,832,440	1,457,598	1,374,842	
Investment in California Community Colleges Scholarship Osher Endowment Fund	<u>365,168</u>			\$365,168
	<u>\$4,804,265</u>	<u>\$2,352,468</u>	<u>\$2,086,629</u>	<u>\$365,168</u>

There were no changes in the Foundation’s level 3 assets measured at fair value for the year ended June 30, 2012.

The table below presents the balance of assets and liabilities measured at fair value for 2011:

	Carrying Value at			
	<u>June 30, 2011</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments – corporate and government bonds	\$1,047,524	\$ 616,637	\$ 430,887	
Investments – equities	2,075,813	1,064,132	1,011,681	
Investment in California Community Colleges Scholarship Osher Endowment Fund	<u>365,168</u>			\$365,168
	<u>\$3,488,505</u>	<u>\$1,680,769</u>	<u>\$1,442,568</u>	<u>\$365,168</u>

The following table presents changes in the fair value of the Foundation’s level 3 assets for the year ended June 30, 2011:

**Level 3 Assets**

Balance, beginning of year	\$202,667
Additions	<u>162,501</u>
Balance, end of year	<u>\$365,168</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**  
**Notes to Financial Statements**

**5. Accounts Payable**

Accounts payable for the Foundation consisted of the following:

	June 30,	
	2012	2011
Payable to District for program expenses	\$65,619	\$ 49,098
Vendor payables	1,920	152,731
	\$67,539	\$201,829

**6. Refundable Advances**

During the year ended June 30, 2012, the Foundation was awarded a \$350,000 grant to develop an education model in conjunction with a local unified school district through the fall of 2014. As of June 30, 2012, \$120,000 of the \$350,000 total grant was received. Of the total received, \$6,408 has been spent on program expenses and thus recognized as revenue in the year ended June 30, 2012. The remaining unspent amount of \$113,592 is included in refundable advance.

**7. Net Assets**

At June 30, 2012 and 2011, unrestricted net assets included \$15,669 and \$16,287, respectively, designated by the board of directors for scholarships.

At June 30, temporarily restricted net assets were available for the following purposes:

	2012	2011
Scholarships	\$ 619,971	\$ 789,648
Programs	619,332	1,127,988
	\$1,239,303	\$1,917,636

At June 30, 2012 and 2011, permanently restricted net assets consisted of \$5,109,931 and \$3,771,676, respectively, with investment earnings restricted for scholarships.

The unrestricted fund of the Foundation has incurred operating deficits in past years that created a net deficit ending balance. Management has increased unrestricted fundraising efforts and has reduced operating costs to correct this deficit. As of June 30, 2012 and 2011, the unrestricted fund had a deficit ending balance of \$780,453 and \$1,128,677, respectively. The board is in the process of seeking unrestricted resources to bring the operating fund to a positive position.



## RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

### Notes to Financial Statements

#### **8. Forgiveness of Debt**

In 2011, the Foundation received notice of the forgiveness in full of \$889,800 in long-term debt outstanding with Riverside Community College District, which covered costs associated with the major gifts campaign. The Foundation has no future obligation related to this debt. Forgiveness of debt income is included within the statement of activities as unrestricted revenue of \$889,800.

#### **9. Related Party Transactions**

The Foundation provides various levels of monetary support and service to the District. The transactions are recorded within the financial statements as instructional and student programs and scholarship expense. The Foundation has contributed \$148,819 and \$95,065 to the District for student programs for the years ended June 30, 2012 and 2011, respectively. The Foundation has contributed \$543,586 and \$603,256 to the District for student scholarships for the years ended June 30, 2012 and 2011, respectively. Additionally, the Foundation promised to give a total \$5,833,783 of which \$1,700,000 and \$3,054,000 were to be passed through from the County of Riverside and the City of Riverside, respectively, under a memorandum of understanding with the District for construction of the Aquatics Complex. As of June 30, 2012 and 2011, the Foundation owed the District \$452,779 and \$1,009,708, respectively, of the original promise and an additional \$57,431 promised by the City of Riverside and County of Riverside for diving boards.

The District provides office space and other support to the Foundation. The Foundation office is currently housed in a building, which is owned by the District, and is jointly used by both the District and the Foundation. The Foundation leases the property at a cost of \$1.00 per year. This agreement expires November 30, 2018.

The Foundation received contributed employee services, other professional services, and materials valued at \$547,587 and \$532,158 from the District for the years ended June 30, 2012 and 2011, respectively.

#### **10. Commitments**

The Foundation is the fiscal agent for a scholarship component of a District Gear-Up Grant through the Department of Education. As of June 30, 2012, the Foundation has received a total of \$1,293,212 for years one through five of the five-year grant. At June 30, 2012, the funds, including interest income less a small amount expended for investment management fees, are included in the Foundation's temporarily restricted scholarship funds and total \$217,836. The Foundation began distributing the funds in the summer of 2007. During the year ended June 30, 2012, the Foundation has expended \$203,955 in scholarships and expenses related to the program.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION**  
**Notes to Financial Statements**

**11. Prior Period Adjustments**

In the consolidated financial statements for the year ended June 30, 2010, a restatement was made in accounting for promises to give to others.

This restatement was made and has the following effect on the beginning net assets for the year ended June 30, 2011:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Beginning net assets, as previously reported	\$ (886,990)	\$2,243,501	\$3,173,471	\$4,529,982
Adjustments to record promises to give to others	(1,059,709)			(1,059,709)
Beginning net assets, as restated	<u>\$(1,946,699)</u>	<u>\$2,243,501</u>	<u>\$3,173,471</u>	<u>\$3,470,273</u>

**12. Risks and Uncertainties**

The Foundation invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term. The volatility of the market and credit institutions after June 30, 2012 could have a significant, negative effect on the Foundation's investments.

**13. Subsequent Events**

The Foundation's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from the balance sheet date through November 6, 2012, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.



## Agenda Item (VIII-D-4)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-4)
Subject	Agreements for Client Services with Brokerage Concepts, Inc. D/B/A Healthnow Administrative Services, and for Shared Advantage Plus by and between California Physicians' Service D/B/A Blue Shield of California and Riverside Community College District
College/District	District
Funding	Self Insurance Fund
Recommended Action	It is recommended that the Board of Trustees approve 1) an Agreement for Client Services with Brokerage Concepts, Inc. D/B/A Healthnow Administrative Services, and 2) an Agreement for Shared Advantage Plus By and Between California Physicians' Service D/B/A Blue Shield of California and Riverside Community College District effective January 1, 2013 in the amount of \$119,070 based on current plan enrollment.

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### Background Narrative:

In August 2012, Riverside Community College District (RCCD) invited Requests for Proposals (RFP) for Third Party Administration Services and Provider Networks for the RCCD Self-Funded Medical Plan. After reviewing the proposals, the District Benefits Committee interviewed leading candidates and recommended Healthnow Administrative Services (HNAS). This recommendation was then submitted to the Chancellor's Executive Cabinet for their approval.

As a third party administrator, HNAS is partnered with Blue Shield of California to offer its extensive network of over 350 hospitals and 67,000 providers throughout the state to employees with RCCD. With decades of experience and current membership of over 3.5 million Californians, Blue Shield of California has the strength and focus to continue to offer RCCD the exceptionally strong provider access and discounts necessary for accessible, affordable health care. HNAS will duplicate the current plan design with no reduction in benefits.

The RCCD Self-Funded Medical plan serves approximately 245 employees and their families. Switching third party administrators and service provider networks will yield greater advantages, including but not limited to stronger physician infrastructure, knowledge of healthcare trends in local area, strong claims management process, claims administered in our region and strong experience with our Stop/loss carrier, and potential fiscal savings in services. Additionally, the new third party administrator will provide quarterly reports on use of the provider network and services.

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

### Attachments:

[20121204\\_Agreement for Client Services with Brokerage Concepts Inc DBA Healthnow Administrative Services](#)  
[20121204\\_Agreement for Shared Advantage Plus by and between CA Physicians Serv DBA Blue Shield of CA](#)

**BROKERAGE CONCEPTS, INC.**  
**D/B/A HEALTHNOW ADMINISTRATIVE SERVICES**  
**CLIENT SERVICES AGREEMENT**

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## CLIENT SERVICES AGREEMENT

This Agreement entered effective January 1, 2013, by and among Riverside Community College District (“**Plan Sponsor**”) and Brokerage Concepts Inc. d/b/a Healthnow Administrative Services (“**Contractor**”), a corporation existing under the laws of the State of New York, having its principal place of business at 801 Lakeview Drive, Suite 301, Blue Bell, PA 19422.

### WITNESSETH:

#### 1. The Plan.

1.1 Adoption of the Plan. The Plan Sponsor and/or certain of its subsidiaries or affiliates have adopted on a self-funded basis an Employee Welfare Benefit Plan (the “**Plan**”) providing means by which eligible employees and their dependents who enroll for benefits under the Plan (“**Covered Persons**”) can secure the benefits set forth in the Plan.

1.2 ERISA Administrative Responsibility. The Administrator of the Plan is responsible for the administration and management of the Plan, as provided by and in accordance with the Employee Retirement Income Security Act of 1974, as amended, “**ERISA.**”

1.3 Retention of Contractor. The Plan Sponsor and Administrator have retained Contractor to provide services to the Plan Sponsor, Administrator and Covered Persons in accordance with the terms and conditions of this Agreement and pursuant to Schedule “A” attached hereto and made a part hereof.

1.4 Plan Sponsor is Responsible for all Plan Expenses. The Plan Sponsor is responsible for payment of all Plan expenses, including covered claims, premiums, and the fees of Contractor...

2. Term. This Agreement shall take effect as of January 1, 2013 (the “**Commencement Date**”), and shall be for a term of [1] year (s), unless sooner terminated as provided for herein, and shall be renewed automatically for additional consecutive periods of one year from the date corresponding to the end of such initial or renewal term to the subsequent anniversary of the Commencement Date, unless prior to the expiration of the then-current term one party provides the other party at least 90 days’ written notice of non-renewal and termination, effective as of the end of the then-current term.

3. Contractor. Following execution of this Agreement by the parties, and payment of the funds to Contractor as provided herein, beginning on the Commencement Date, Contractor shall have and fulfill the following responsibilities –

3.1 Scope of Duties. Contractor, within the scope of its professional ability and its responsibilities under this Agreement, shall assist the Plan Sponsor and the Administrator in the administration and management of the Plan as it may be requested and authorized from time to time and in accordance with Schedule “A”.

3.2 Authority. Contractor is authorized by Administrator and Plan Sponsor to do all things it deems necessary or convenient to carry out the terms and purposes of this Agreement.

3.3 Claims Processing. Contractor shall have the responsibility for processing claims under the Plan and for arranging for the payment of covered claims from funds advanced by the Plan Sponsor on behalf of the Plan and deposited in a checking account designated by Contractor. Contractor shall honor any assignment of benefits of a person covered for benefits under the Plan (“**Covered**”

**Person**”) to any person or institution which is a proper and qualified assignee under the terms of the Plan. Contractor shall not be liable to the Plan Sponsor or Administrator for any actions in determining eligibility, coverage, and/or paying claims in the absence of bad faith.

3.4 Plan Sponsor Shall provide for Claims Expenses Client shall provide for all claims expenses to be deducted from client’s bank account by Contractor as an authorized signor Client shall, immediately upon receipt of invoice from Contractor, pay all claims expenses directly to Contractor.

3.5 Tax Returns. In accordance with applicable I.R.S. guidelines and to the extent of any information available to Contractor and within the scope of its ability, Contractor shall provide required information to the Plan Sponsor pertaining to the operation or management of the Plan.

3.6 Claims Reporting. Contractor may render claims reports to the Plan Sponsor and/or Administrator which may include the following:

3.6.1 Receipts of the Plan, other than deposits made by the Plan Sponsor from its own funds or from collections from employees.

3.6.2 Disbursements, by category, made or recommended by Contractor or Administrator from the Plan.

3.6.3 Any other payment of Plan expenses by Contractor.

3.6.4 A statement of the fees due Contractor.

3.6.5 Advances and any other transfer of funds by the Plan Sponsor or Administrator to Contractor.

3.6.6 Balance of funds advanced by Plan Sponsor or Administrator to Contractor.

3.7 No Investment Advice. It is acknowledged that Contractor is being retained for claims processing activities and such other activities as are expressly set forth in this Agreement, and Contractor is not being retained for investment advice or as a business consultant.

3.8 Contractor’s Services are Ministerial Only. It is understood that the legal and tax status of the Plan under applicable law is a matter for determination by Plan Sponsor and not by Contractor, which is not responsible therefore. It is further understood that Contractor is neither the “administrator” nor a “named fiduciary” of the Plan, as such terms are defined in ERISA, and is not responsible for reporting or disclosure compliance under ERISA or any other applicable law, rule or regulation, it being agreed and understood that the services of Contractor under this Agreement are intended to and shall only consist of those “ministerial functions” as set forth in the regulations of and interpretation by the Department of Labor with respect to fiduciary responsibility under ERISA. The Plan Sponsor and Plan Administrator, as the case may be, have selected the benefits and coverage design and are solely responsible for such design.

3.9 Plan Administrator Retains Responsible Claims Denials. The foregoing provisions notwithstanding, the responsibility and authority of Contractor shall not include final decision



for denial of benefits to an employee or dependent. The Plan Administrator retains sole responsibility and authority concerning denial of benefits for, and/or denial of claims submitted by, eligible employees or dependents.

3.10 HIPAA Business Associate Provisions. With respect to “protected health information” as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and in accordance with the Business Associate Agreement attached hereto as Exhibit 1, Contractor shall

3.10.1 use protected health information (“PHI”) provided to it hereunder only for the purposes for which it is engaged hereunder or as required by applicable law;

3.10.2 take commercially reasonable steps to safeguard PHI from use or disclosure other than as provided hereunder or as required by applicable law;

3.10.3 provide commercially reasonable assistance to the Plan, the Plan Sponsor and health care providers to comply with their legal obligations to provide Covered Persons with access to, or ability to amend, PHI about such Covered Persons, as required by applicable law;

3.10.4 upon becoming aware of any use or disclosure of PHI provided to it hereunder other than as provided herein, notify the Plan Sponsor as promptly as reasonably possible;

3.10.5 take commercially reasonable steps to ensure that any agents or subcontractors to whom it provides PHI received from the Plan Sponsor or health care providers, or PHI created or received on their behalf in any form, agree to the same restrictions and conditions on use and disclosure of PHI as provided herein;

3.10.6 make disclosure of audit information available to Covered Persons in accordance with HIPAA audit rules;

3.10.7 make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan Sponsor or health care providers, or PHI created or received on their behalf in any form, available to the Secretary of the federal Department of Health and Human Services solely for purposes of determining the Plan Sponsor’s compliance with the HIPAA privacy rules; and

3.10.8 upon termination of this Agreement, if feasible, return or destroy all PHI received from the Plan Sponsor or health care providers, or PHI created or received on their behalf in any form, and retain no copies of such information; *provided, however*, if return or destruction is not feasible, then Contractor shall extend the foregoing protections to the PHI not returned or destroyed and limit further uses or disclosures to those purposes that make the return or destruction of such PHI unfeasible.

3.11 No Liability for Delays Beyond Contractor’s Control. Contractor shall not be liable for any delay in its performance hereunder due to causes beyond its reasonable control and without its fault or negligence.

#### 4. Claims for Benefits.

4.1 Claim Forms. Any Covered Person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by Contractor. Contractor shall require each

applicant to complete such application for benefits fully and truthfully and the applicant shall supply such pertinent information from personal or professional sources as Contractor may request.

4.2 Acceptance of Application for Benefits. Contractor shall accept for review any application for benefits made in the appropriate manner and, after due investigation and verification of the statements contained in the application, make a recommendation to the Plan Administrator regarding the eligibility of the Covered Person for benefits. If the facts, as stated in such application, or determined upon investigation by Contractor, entitle the Covered Person to receive benefits from the Plan, then Contractor shall forthwith provide the proper payment made payable to the Covered Person. If Contractor finds that the Covered Person is not entitled to benefits under the Plan, then Contractor shall not make payment. If a Covered Person whose claim has been denied requests a review of such denial, or of the amount paid, Contractor shall assist the Plan Sponsor and/or Plan Administrator in conducting said review in accordance with the terms of the Plan or the Summary Plan Description, and in accordance with HIPAA Privacy Regulations, 45 CFR 160 & 164.

4.3 Arrangement for the Payment of Claims Directly to Providers. Contractor may, at its option, and unless the Covered Person requests otherwise in writing not later than the time of filing proofs of claim, arrange payment of the applicable benefits under said Plan for any or all of such charges directly to the health provider. Nothing herein contained shall be construed to require that a service be provided by a particular health provider.

4.4 Plan Sponsor Shall be Responsible for Timely Submission of Outstanding Claims. Plan Sponsor shall be responsible for complete submission of any outstanding claims to Contractor no later than the [20th day of the last] month of each Plan year. Claims not completed and submitted by the above date may not be processed before the close of such Plan year, and Plan Sponsor agrees to hold Contractor harmless against any and all loss arising from, relating to or in connection with Plan Sponsor's failure to complete and submit claims in a timely manner in according to this Section.

4.5 Assistance in Establishing Claims Appeal Procedures. Contractor shall use commercially reasonable efforts to assist the Plan Administrator in establishing a claims appeal procedure for handling disputes regarding claims for benefits or the payment of benefits, in accordance with the Plan and ERISA, and the Privacy Regulations. It is understood that the Plan Administrator shall have sole and final discretion and authority as to the final denial or payment of a claim or appeal

4.6 Suspension of Services if Plan Sponsor Fail to Make Payments When Due. If Plan Sponsor, for any reason whatsoever, fails to make a required payment when due, Contractor may suspend the performance of its services until such time as Plan Sponsor makes the proper payment. For purposes of this provision, and Paragraph 6.1.1, payments, other than initial payments under Paragraph 0, are due on the first day of the month, or five business days after the date on which the invoice is sent, whichever is later. Contractor shall give Plan Sponsor five business days notice of its intent to suspend performance.

4.7 Cost of Service Fees. Contractor shall be entitled to, and the Plan Sponsor and/or Administrator agree to pay Contractor, a fee for its services to the Plan pursuant to this Agreement, which shall be payable on a monthly basis, except for the set up fee and renewal fee, in accordance with the Schedule of Fees attached to this Agreement as Schedule "B" (as revised from time to time). In addition, Plan Sponsor shall pay Contractor for any discrimination and coverage testing performed by Contractor at the request of the Plan Sponsor, at Contractor's then prevailing rate.

4.8 Cost of Audits. In addition, Plan Sponsor shall be responsible for costs associated with any hospital audits; preparation of medical records, maintaining records of disclosures required by 45 CFR 164.528, independent medical examination and any other third party vendor charges that may be incurred in the processing or payment of benefits under the Plan.

5. The Plan Sponsor and Administrator.

5.1 Information to be Provided to Contractor. As of the Commencement Date, if requested, the Plan Sponsor and/or Administrator shall provide Contractor with a complete list of all employees of the Plan Sponsor who are eligible for benefits from the Plan which information shall include:

- 5.1.1 full name and address;
- 5.1.2 marital status;
- 5.1.3 date of birth;
- 5.1.4 effective date of coverage;
- 5.1.5 names and birth dates of dependents to be covered;
- 5.1.6 date of employment;
- 5.1.7 Social Security number; and
- 5.1.8 other employment.

Thereafter, the Plan Sponsor and/or Administrator shall notify Contractor on a monthly basis of all changes in participation. Notwithstanding anything herein to the contrary Plan Sponsor and/or Administrator shall provide Contractor with a complete list of employees who are no longer covered under the Plan within 14 days of benefit termination or in no event shall the period be longer than the period of notification for the election to continue benefits under the Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”). If Administrator elects to enroll eligible employees and/or dependents by electronic means and if any insurer or reinsurer requests or requires proof of enrollment with original signatures to process or administer any employee and/or dependent claim, the employer shall be responsible for obtaining the completed and signed enrollment card, maintaining the accuracy of the enrollment to a current basis, and providing the original or copy of the original based on the insurer or reinsurer requirements. If Administrator fails to provide to Contractor an enrollment form and the enrollment data, then Contractor shall not be liable for any action or inaction taken on behalf of any Covered Person if its receipt of the enrollment form and the enrollment data would have caused a different action or inaction by Contractor.

5.2 Collection of Covered Person Contributions, if any. The Plan Sponsor and/or Administrator may collect the contributions, if any, made by the employees of the Plan in the appropriate manner and shall transfer the money so collected to the Plan on a monthly or more frequent basis. The Plan Sponsor may make the advance payments to Contractor required by Paragraph 0 above when due.

5.3 Covered Person Enrollment. The Plan Sponsor and/or Administrator shall assist in the enrollment of the employees (and their dependents, as applicable) in the Plan, cooperate with Contractor with regard to proper settlement of claims, and transmit any inquiries pertaining to the Plan to

Contractor. The Plan Sponsor and Administrator shall maintain a supply of forms, enrollment cards or other documents and shall distribute or make available such documents to the employees (and their dependents, as applicable).

5.4 Plan Summary and Documents. The Plan Sponsor and/or Administrator shall provide all materials and documents, including summaries for employees, reports and application and notice forms, as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing laws as might from time to time be determined to be appropriate or be prepared by Contractor. Where distribution to employees is required, such materials shall be furnished in sufficient quantity by the Plan Sponsor and/or Administrator and shall be appropriately distributed by the Plan Sponsor and/or Administrator. It shall be the responsibility of the Plan Sponsor or the Administrator to obtain and provide to Contractor each certificate or document required under applicable law, and Contractor shall have no responsibility or obligation to obtain any such certificate or document independently or directly. [Contractor will assist Plan Sponsor and/ or Administrator in providing materials and documents referenced herein, pursuant to the fees set forth in Schedule A.]

5.5 Tax Filings and Reports. The Plan Sponsor is responsible for any and all reporting and disclosure requirements imposed on the Plan pursuant to federal, state or local law, which includes, but is not limited to, the annual preparation of Internal Revenue Service (“**IRS**”) Form 5500 and related schedules.

## 6. Termination of the Agreement.

6.1 Right to Terminate This Agreement. Contractor shall have the sole discretion to terminate this Agreement upon the occurrence of one of the following events:

6.1.1 Plan Sponsor’s failure to pay the fees provided in Schedule “B,” or to make payments or advances as provided in paragraph 3.7, within twenty (20) days of their due date, provided that the Plan Sponsor is given five (5) business days’ notice (from the date on which notice is sent) that the Agreement will terminate unless payment is received by the twentieth day or by the fifth business day following the sending of notice, whichever is later.

6.1.2 bankruptcy or insolvency of Plan Sponsor;

6.1.3 failure of Plan Sponsor to deliver promptly any required data necessary for the proper performance of Contractor duties;

6.1.4 merger, sale or consolidation of Plan Sponsor, unless provisions have been made with Contractor to continue services with the successor Plan Sponsor in advance of such event; or

6.1.5 the enactment of any law or regulation which makes illegal the continuance of this Agreement.

6.2 Effect of Termination. All obligations of Contractor concerning claims under the Plan, including review of eligibility and coverage, processing and payment of claims, dissemination of information, notifications, and the like, will be terminated and extinguished on the effective date of termination given in the notice even though the claim for such benefits arose prior to the termination of this Agreement. Claims for Plan benefits incurred prior to such termination date will be paid only for the period up to such termination date.

6.3 All Fees Due Upon Termination. Upon the termination of this Agreement, all fees pursuant to Schedule "B" shall accrue and be paid to Contractor up to the date of termination. Payment shall be made as soon as the amount due is determined.

6.4 Run-out Reports. Upon termination by either party and upon remittance to Contractor of the amount due pursuant to Paragraph 6.3 hereof, Contractor may, within 120 days after the date of termination, or, if applicable, within 120 days after the end of any run out period for which Contractor is providing services, prepare and deliver to the Plan Sponsor and Administrator an accounting and report of the financial status of the Plan. This provision does not limit Paragraph 6.6, and Contractor does not warrant that this accounting will be final, because providers or networks providing services pursuant to the Plan sometimes submit claims or charges after this period. Contractor, at the time of the accounting, shall also return to the Plan Sponsor any funds advanced to Contractor on behalf of the Plan, which were not used to pay Plan expenses or used otherwise in accordance with this Agreement. Contractor may also provide run-out reports to the Plan Sponsor and Administrator for a fee, as set forth in Schedule A.

6.5 Notice to Plan Participants. Upon termination by either party, the Plan Sponsor and/or Administrator shall immediately notify all Plan participants and/or beneficiaries of the termination and its effect upon them.

6.6 Post-Termination Responsibility of the Plan Sponsor and Administrator. Upon termination by either party, the Plan Sponsor and/or Administrator shall be fully liable for any covered benefits for which claims arose prior to termination but which were not paid prior to termination. If Contractor is contractually obligated to a third party to pay for such claims, the Plan Sponsor and/or Administrator will reimburse Contractor for the full amount paid within 30 days of notification of the payment. Furthermore, if the Contractor is tasked to adjudicate claims incurred prior to the termination date but received after the termination of this Agreement the Plan Sponsor and/or Administrator will pay the Contractor three months administration fees. The Plan Sponsor and/or Administrator's obligation to reimburse Contractor for payments made on such claims will continue until 30 months after termination of the Agreement.

## 7. Miscellaneous Provisions.

7.1 Plan Sponsor Shall be Responsible for the Payment of Taxes. If during the operation of the Plan, the federal government, any state government, any political subdivision, or any instrumentality thereof, shall assess any tax against the Plan, then the Plan Sponsor shall pay such tax, either directly or by advancing the funds for payment to Contractor.

7.2 Plan Sponsor Shall be Responsible for Prosecution of Certain Claims. Plan Sponsor may have certain rights against Covered Persons or third parties to pay for services already paid by the Plan. The ultimate responsibility for the pursuit of any such claims shall belong to Plan Sponsor; *however*, Contractor may assist Plan Sponsor in the determination of the legal liability of Covered Persons and third parties to pay for services paid for by the Plan, and in the enforcement of any such claims. Contractor shall provide reasonable assistance to, but at the expense of, the Plan Sponsor in collecting information and obtaining rights of subrogation from Covered Persons where it reasonably appears, based on information supplied by the Plan Sponsor that the Plan may have a legal right to obtain reimbursement for benefits paid for a Covered Person. When a claim is received with an injury recorded as the diagnosis and the dollar amount exceeds \$500, the claim is pended for a completed accident questionnaire and a signed subrogation agreement. Claim data is sent monthly for investigation. The diagnosis code fields are used to trigger subrogation investigations. Upon receipt of confirmation that legal representation has been

obtained, Contractor will forward the entire claim file to its subrogation attorneys (external vendor) who then represent the interest of the Plan Sponsor and pursue recovery upon settlement of the case. The Plan Sponsor will receive the full amount of the recovery less the attorney's fees.

### 7.3 Liability and Indemnification.

- A. Employer agrees to indemnify and hold harmless Company and its affiliates from any and all liability, loss, damages, fines, penalties and costs, including but not limited to, expenses and reasonable attorneys' fees, which Company or its affiliates shall sustain arising out of or in connection with any function of Company under this Agreement, including, but not limited to, any legal action by or on behalf of a Participant, unless it is determined by a court or regulatory agency having jurisdiction of the matter that the liability therefore was the direct consequence of criminal conduct or fraud on the part of Company or of Company's material breach of its obligations under this Agreement. Notwithstanding the above, Employer agrees to indemnify and hold harmless Company and its affiliates from any and all liability, loss, damages, fines, penalties and costs, including, but not limited to, expenses and reasonable attorneys' fees, which Company or its affiliates shall sustain arising out of or in connection with any payment made by Company at the direction of Employer pursuant to this agreement.
- B. Company and Employer shall advise each other as to matters which come to their respective attentions involving potential legal actions or regulatory enforcement activity which involve the Plan or are related to the activities of either Party with respect to the Plan or this Agreement and shall advise each other of legal actions or administrative proceedings which have actually commenced. Notice of legal actions or other administrative proceedings which have actually commenced shall be provided not later than five (5) days after a Party has knowledge of such commencement.
- C. In the event that a lawsuit or administrative proceeding is brought against the Employer or the Plan but not Company, the defense and associated costs of such action or proceeding shall be the responsibility of the Employer. Company shall cooperate fully with Employer in the defense of any such action or proceeding arising out of matters related to this Agreement. Employer agrees not to oppose any attempt made by Company to intervene in such action or proceeding.
- D. In the event that a lawsuit or administrative proceeding is brought against Company arising out of the performance of its duties under this Agreement, the defense and any associated costs of such action or proceeding shall be the responsibility of Company, provided that the costs, including attorneys' fees, of such defense shall be reimbursed to Company by Employer to the extent Company is entitled to indemnification by Employer under subsection A of this Section 7.3. Employer shall cooperate fully with Company in the defense of any such action or proceeding arising out of matters related to this Agreement. Company agrees not to oppose any attempt made by Employer to intervene in such action or proceeding. If Employer or the Plan is also named as a party in such action or proceeding, Employer may request that the counsel engaged by Company also provide for the defense of Employer and/or the Plan. If there is no conflict of interest, Company shall take all reasonable measures to comply with Employer's request. If such counsel does not provide for the Employer's or Plan's defense, then Employer and Plan shall be responsible for the defense and associated costs as provided in subsection C of this Section.

- E. Notwithstanding the foregoing, in no event, shall Company be liable to Employer for indirect, consequential or special damages of any nature, lost profits or savings, punitive damages, injury to reputation or loss of business.
- F. The provisions of this Section 7.3 shall survive termination or discontinuance of this Agreement.

7.4 Use of Certain Terms. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.

7.5 Contractor has no Obligation to Advance its Own Funds. Contractor shall not advance its own funds for the payment of claims under the Plan. It is agreed and understood that Contractor does not insure or underwrite the liability of Plan Sponsor under the Plan. Plan Sponsor retains the ultimate responsibility for claims made under the Plan and all authorized expenses incident to the Plan (other than those which are incurred by Contractor in the discharge of its obligations under this Agreement), including the payment of any premium taxes or fees assessed against Plan Sponsor in connection with insurance coverage afforded to Plan Sponsor or the Covered Person.

7.6 Amendment of this Agreement. This Agreement may be amended by the Plan Sponsor, Administrator and Contractor at any time by mutual written consent of said parties; provided however, that except as may be otherwise provided in the Plan, this Agreement may not be amended to reduce any benefits which might be paid or payable for any cause occurring prior to their amendment, or in any way prejudice a claim.

7.7 Duties of Contractor Limited as set Forth in this Agreement. Contractor shall assume none of the functions, responsibilities, liabilities or obligations of the Administrator except as herein expressly set forth.

7.8 Waivers. Neither the failure nor any delay on the part of a party hereof to exercise any right, remedy, power or privilege under this Agreement (“**Right**”) shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or of any other Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

7.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

7.10 Paragraph Headings. The Paragraph and subparagraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

7.11 Assignment. The rights, obligations and benefits established by this Agreement shall be nonassignable by the Plan Sponsor and Administrator. Contractor may assign its rights and obligations hereunder within 30 days’ written notice to Plan Sponsor and Administrator.

7.12 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law), and any legal action or proceeding arising from or relating to this

Agreement shall be brought exclusively in any court of the State of New York or in the United States District Court.

7.13 Entire Agreement. This Agreement, together any elections or agreements included in any electronic or paper form or document submitted in connection with the Plan or this Agreement, and the Schedules hereto, in each case the contents of which are incorporated herein in their entirety, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Plan Sponsor, Administrator and Contractor intending to be legally bound have executed this Agreement:

ATTEST:

BROKERAGE CONCEPTS, INC. D/B/A  
HEALTHNOW ADMINISTRATIVE  
SERVICES (Contractor)

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

By: \_\_\_\_\_  
Margaret Anderson  
Executive V. P. Business Development

ATTEST:

Riverside Community College District

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

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



## SCHEDULE "A"

### ADMINISTRATOR SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor will:

- a. Prepare the Plan Document, SBC's and any changes thereto during the continuance of the servicing of the Plan.
- b. Prepare and print identification cards and Explanation of Benefits (EOBs) for Covered Persons.
- c. Follow the claims administration procedures and practices desired by the Plan Sponsor and Administrator and consult with the Plan Sponsor and Administrator on any changes.
- d. Provide suitable facilities, personnel, procedures, forms and instructions for the administration of claims under the Plan.
- e. With the assistance of Plan Sponsor and Administrator, when necessary, certify eligibility of Covered Persons to receive payments under the Plan.
- f. Determine, in accordance with the Plan and claims administration procedures and practices, the qualification of claims submitted, making, as required, such investigation as may be necessary.
- g. Make payments with funds provided by Plan Sponsor, as provided for in the Plan, of the amount due with respect to claims that qualify under the Plan as provided above.
- h. Provide advice on disputed claims.
- i. Refer to Administrator, for consideration and final decision, and furnish Administrator with an analysis of the issues to assist Administrator in reaching a decision, with respect to any claim or class of claims Administrator may specify, including claims involving:
  - (1) a question with respect to qualification of claims submitted under the terms of the Plan
  - (2) a question with respect to the amount due, and
  - (3) any controversy,
- j. Furnish Plan Sponsor and Administrator essential information with respect to the Plan and the procedure thereunder to assist in distribution of the material furnished.
- k. Report to Plan Sponsor and Administrator at a mutually agreed to frequency, matters of general interest with respect to the Plan, e.g., overall plan performance, problems of a recurring nature, local situations, and suspected misuses of benefits.
- l. Report to Administrator with respect to non-routine claims in process.
- m. Submit to Administrator a monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used.

- n. Provide advice on benefit and Plan revision.
- o. Submit to Plan Sponsor and Administrator an accounting of benefit payments to participants and dependents by major line of coverage. Frequency to be determined with customer.
- p. Health Advocate
- q. Population Health Management
  - WorldDoc
  - Data Integration
  - GlobalFit
- r. PBM and Stop Loss data integration

SCHEDULE "B"  
SCHEDULE OF FEES

The following list of fees shall apply to the implementation and maintenance of the benefit plan for the Employees and their dependents covered under the Employee Health Care Benefit Plan.

<u>Service</u>	<u>Fee</u>
Set up Fee	\$ Waived
Administrative Charges	\$ 22.20/Month/Employee
Network Access Fee	\$ 26.40/Month /Employee
Population Health Management <i>Includes: 24/7 WorldDoc Portal with HRA Data Integration (med, rx, lab, etc), Global Fit</i>	\$ Included
Health Advocate	\$ Included
Biometric Screenings (Optional)	\$ TBD based on specific service selected
N.Y. Surcharge	Included
Massachusetts Surcharge	Included
Plan Document Revision	Included

Not included: Direct Costs of: printing, charges for obtaining medical records.

The above Schedule of Fees is in effect for (Check one of the boxes): the  initial term of the Agreement, or  for the following two year renewal term.

Date:

Riverside Community College District

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

\_\_\_\_\_  
(Date)

**SCHEDULE C  
PERFORMANCE GUARANTEES**

**Performance Standards**

The following are the performance standards that apply to the Claims Administration services. The amount of fees for the Claims Administration services under this Statement of Work for the quarter during which any one (1) of the following standards is not met shall be credited to Riverside Community College District in an amount equal to the percentage of fees set forth in the following table corresponding to the service standard(s) that is not met, but in no event shall more than a total of ten percent (10%) of such fees ever be credited in any one quarter.

Telephone Service	Standard	Percent of Quarterly Fees at Risk
Phone responsiveness (average speed to answer)	30 seconds or less	1%
Abandonment Rate	5% or less	1%
First Call Resolution	90% of calls	1%
Customer Satisfaction	HNAS is willing to discuss comprehensive and realistic metrics collectively agreed upon by both parties	To be determined
Claims Processing	Standard	Percent of Quarterly Fees at Risk
Clean Claim Turnaround / Time-to-Pay	90% of all clean claims processed within 10 business days (including the time to reprice)	2%
All Claim Turnaround / Time-to-Pay	100% of all claims processed within 30 calendar days (including the time to reprice)	2%
Financial Accuracy of Claim	99% accuracy	2%
Procedural Accuracy Rate	97% accuracy	2%

Membership	Standard	Percent of Quarterly Fees at Risk
Eligibility Transaction Turnaround	99% of adds, terms and changes are processed within 2 business days of receipt	0.5%
Eligibility Data Entry Accuracy Percentage	95% of the eligibility data is entered correctly	0.5%
Eligibility Procedural Accuracy	99% of transactions will be accurate	0.5%
ID Card Production	100% mailed within 4 days of receipt of eligibility	0.5%
ID Card Accuracy	100% accuracy	0.5%
Billing Accuracy	100% of eligibility transactions processed by 10 <sup>th</sup> day of prior month will be reflected in the bill sent on 15 <sup>th</sup> of that prior month	0.5%
Support/Reporting	Standard	Percent of Quarterly Fees at Risk
Account Management	The standard is based on the evaluation of mutually agreed upon criteria between Riverside Community College District and HNAS	We will place 2% of quarterly fees at risk if the agreed upon terms are not met
Reporting	Monthly and Quarterly reports will be delivered by the 20 <sup>th</sup> business day following the close of the preceding month.	1% of quarterly fees
Implementation	Standard	Percent of 1st Quarter's Fees at Risk
Assuming that all materials are provided to HNAS as outlined within the implementation timeline, we will place up to 25% of the 1 <sup>st</sup> quarter's medical administration fees at risk as follows:		
ID Card	Employee ID card receipt prior to the effective date (full enrollment must be received)	10%
Benefit Testing	Accuracy of Benefit Testing prior to the effective date	10%
SPD Delivery	Delivery of the SPD within 60 days prior to the effective date of the plan	5%

## Definitions of Standards

**Average Speed to Answer:** The average amount of time for a live service representative to answer telephone calls to customer, member, and provider service units in a *given period* during live coverage service telephone hours (currently 8 am – 7 pm nationally). The *given period* will be quarterly.

**Abandonment Rate:** The percentage of incoming calls to customer, member, and provider service units in which callers were disconnected or abandoned the call before contact with a service representative in a *given period* during live coverage service telephone hours (currently 8 am – 7 pm nationally). The *given period* will be quarterly.

**First Call Resolution:** The percentage of incoming calls to customer, member, and provider service units in which issues are raised by the caller are resolved (the issue is finished and no further activities are required) within the same business day in which the call was made in a *given period*. The *given period* will be quarterly.

**Time-to-Pay:** The percentage of claims or ‘clean’ claims that are processed during a *given period*. The *given period* will be quarterly. The time period for measurement begins with the date the provider or member submits the claim and ends on the date the member or provider receives payment or an explanation of payment/benefits related to the claim, and includes all activities necessary in between those two events, including but not limited to mailing time and repricing. Metrics will be determined using automated reports produced by HNAS on a quarterly basis. The monthly reports will be aggregated to produce results for the ‘Guarantee Period.’

**Financial Accuracy of Claim:** Total dollars paid minus the absolute value of overpayments and underpayments (total correct payments) divided by the total dollars paid. This is measured by collecting a statistically significant random sampling of claims processed within a *given period*. The *given period* will be quarterly. The measurement is conducted by our quality assurance program based on a periodic audit of all claims processed for Riverside Community College District during the *given period*.

**Procedural Accuracy Rate:** Procedural Accuracy is measured by collecting a statistically significant random sample of Riverside Community College District claims processed during a *given period*. The *given period* will be quarterly. The sample is reviewed to determine the percentage of non-financial service lines (i.e., any line that does not include financial data) processed correctly out of the total non-financial service lines processed in the sample. The non-financial service lines reviewed include, but are not limited to: Patient Name, Employee Name, Employee Address, Employee Social Security Number, Benefit Assignment (i.e., was payment made to the correct person), Date of Service, Charge, Cause Code, Diagnosis Code, Remark Code (i.e. message appearing on the EOB), and Service Code.

The Membership standards shall be applied on a monthly basis.

While the credit to the fees, if any, shall be calculated and applied on a quarterly basis, HNAS shall also calculate its performance under each of the standards on a calendar month basis and report such performance to Riverside Community College District.

**SHARED ADVANTAGE PLUS AGREEMENT**

**BY AND BETWEEN CALIFORNIA**

**PHYSICIANS' SERVICE D/B/A BLUE**

**SHIELD OF CALIFORNIA**

**AND**

**Riverside Community College District**

**Effective: 1/1/2013**



**SHARED ADVANTAGE PLUS AGREEMENT**

This **SHARED ADVANTAGE PLUS AGREEMENT** (this “**Agreement**”), effective 1/1/2013 (the “**Effective Date**”), is made and entered into by and between **CALIFORNIA PHYSICIANS’ SERVICE, d/b/a BLUE SHIELD OF CALIFORNIA**, a California nonprofit mutual benefit corporation (“**Blue Shield**”) and **RIVERSIDE COMMUNITY COLLEGE DISTRICT**, doing business in California (“**Client**”).

**WHEREAS**, Blue Shield is licensed as a health care service plan under the Knox-Keene Health Care Service Plan Act of 1975, and the regulations promulgated thereunder, each as amended (the “**Knox-Keene Act**”), and provides the Shared Advantage Plus Product (as defined below) to customers in the State of California; and

**WHEREAS**, Client is headquartered in California and sponsors a health benefits plan named Riverside Community College District, a copy of which is attached hereto as Attachment A (the “**Plan**”); and

**WHEREAS**, HNAS is a TPA (as defined below); and

**WHEREAS**, HNAS and Blue Shield are parties to that certain Master Services Agreement, effective as of 1/1/2013 (the “**MSA**”), pursuant to which HNAS and Blue Shield have agreed to provide certain administrative services to each other and to customers who have purchased the Shared Advantage Plus Product; and

**WHEREAS**, HNAS and Client are parties to that certain Administrative Services Agreement effective as of 12/31/2012 (the “**TPA Agreement**”) pursuant to which HNAS has agreed to provide certain administrative services to Client supporting the provision of the Shared Advantage Plus Product and the administration of the Plan; and

**WHEREAS**, Client and Blue Shield desire to enter into a contract pursuant to which Blue Shield will provide certain other administrative services to Client supporting the provision of the Shared Advantage Plus Product and the administration of the Plan.

**NOW, THEREFORE**, the parties hereto, in consideration of the premises and covenants herein contained, and intending to be legally bound hereby, agree as follows:

## 1 DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** The following capitalized terms, when used in this Agreement and the Attachments hereto, shall have the meanings set forth in this Section.

- (a) **“Affiliate”** means, with respect to any Person, any other Person Controlling, Controlled by, or under common Control with, such Person at the time in question.
- (b) **“Agreement”** is defined in the preamble.
- (c) **“At-Risk Party”** is defined in Section 8.2(d)(i).
- (d) **“BCBSA”** is defined in Section 9.2.
- (e) **“Blue Shield”** is defined in the preamble.
- (f) **“Blue Shield Fees”** is defined in Attachment E, Section 1.1(b)(i).
- (g) **“Blue Shield Services”** is defined in Section 2.1(a).
- (h) **“Books and Records”** is defined in Section 5.2.
- (i) **“Business Day”** means any day other than a Saturday or a Sunday or other day on which commercial banks are authorized or required to close in the State of California.
- (j) **“Change in Law”** means (i) the passage of any change in a Law in effect as of the Effective Date or any new Law, or a written change in the formal interpretation of a Law that is held, or is reasonably likely to be held, by a Governmental Entity having jurisdiction over a party with respect thereto, to be applicable to such party, or (ii) a change in the applicable requirements of BCBSA in effect as of the Effective Date or any new requirement of BCBSA imposed after the Effective Date.
- (k) **“Change Order”** is defined in Section 2.1(d).
- (l) **“Change Request”** is defined in Section 2.1(d).

- (m) **“Client”** is defined in the preamble.
- (n) **“Client Services”** is defined in Section 2.2.
- (o) **“Compensation”** is defined in Section 3.
- (p) **“Confidential Information”** is defined in Section 7.2(a).
- (q) **“Contracting Providers”** means those health care providers with whom/which Blue Shield has entered into contracts to provide health care services to Participants in exchange for negotiated rates.
- (r) **“Control”** means (i) the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the voting capital stock (or other voting interests) of an entity; or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies or operation of an entity through ownership of voting securities, by contract, or otherwise.
- (s) **“Damages”** is defined in Section 10.1
- (t) **“Dispute Date”** is defined in Section 11.10
- (u) **“Effective Date”** is defined in the preamble.
- (v) **“Encumbrances”** means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute, or any subordination arrangement in favor of another Person.
- (w) **“Force Majeure Event”** means any contingency beyond the reasonable control of a party, including acts of God, fires, wars, riots, civil disorders, accidents, labor disputes or shortages, and

governmental Laws (regardless of whether such Laws are valid or invalid).

- (x) **“GAAP”** means generally accepted accounting principles as in effect in the United States from time to time.
- (y) **“Governmental Entity”** means any foreign, federal, state or local governmental, regulatory or other administrative body, court, tribunal, authority, department, commission, board, bureau, agency or instrumentality.
- (z) **“HNAS”** is defined in the third recital.
- (aa) **“TPA Agreement”** is defined in the fifth recital.
- (bb) **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, each as amended and in effect from time to time.
- (cc) **“Indemnified Party”** is defined in Section 10.1.
- (dd) **“Indemnifying Party”** is defined in Section 10.1.
- (ee) **“Intellectual Property”** means all: (i) patents, patent applications, patent disclosures and inventions; (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith; (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof; (iv) mask works and registrations and applications for registration thereof; (v) computer software, (vi) electronic and non-electronic data, data bases and documentation thereof; (vii) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and

development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information); (viii) other intellectual property rights; and (ix) copies and tangible embodiments thereof (in whatever form or medium).

- (ff) **“Knox-Keene Act”** is defined in the first recital.
- (gg) **“Law”** means any federal, state, local, or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof, or a decree or judgment or order of a court.
- (hh) **“Licensee”** is defined in Section 6.1(a).
- (ii) **“Licensor”** is defined in Section 6.1(a).
- (jj) **“Material Adverse Effect”** means, with respect to a party (other than a natural person), any change or effect that would or would reasonably be expected to materially and adversely affect the financial condition or performance, results of operations, the assets, liabilities, the business, or the party, taken as a whole, as the case may be.
- (kk) **“Modifications”** is defined in Section 6.2.
- (ll) **“MSA”** is defined in the fourth recital.
- (mm) **“Participant”** means each union member, employee, retiree or other individual who is a resident of California and is eligible to enroll in, and is enrolled the Plan and each enrolled dependent of

such enrolled union member, employee, retiree or other individual.

(nn) **“Person”** means an individual, trust, estate, partnership, or any incorporated or unincorporated organization.

(oo) **“Plan”** is defined in the second recital.

(pp) **“Proceeding”** is defined in Section 10.2.

(qq) **“Shared Advantage Plus Product”** means an arrangement pursuant to which Blue Shield and a TPA jointly administer the self-funded health care benefit plan(s) of a customer headquartered in the State of California and in which: (i) Blue Shield provides certain administrative services, including claims adjudication services, and access to Blue Shield’s network of contracted health care providers (as well as access to the applicable rates contracted for by Blue Shield with such providers); (ii) the TPA provides certain customer support and other administrative services; and (iii) the customer assumes the obligation to pay for the costs of health care benefits for which participants in the self-funded health care benefit plan(s) are eligible.

(rr) **“TPA”** means a third party administrator, where “administrator” has the meaning set forth in Section 1759 of the California Insurance Code.

**1.2 Capitalized Terms.** Other specific capitalized terms in this Agreement are defined where used and have the meanings there indicated. Further, any terms, acronyms, and phrases of general custom or use in the health insurance and/or information services industry, if and to the extent not specifically defined herein, shall be interpreted in accordance with such custom and usage.

**1.3 Rules of Construction.** The following rules of construction shall apply to this Agreement.

- (a) Each term defined in the singular form in Section 1.1 or elsewhere in this Agreement means the plural thereof whenever the plural form is used, and each term defined in the plural form means the singular thereof whenever the singular form is used. The use of a pronoun of any gender is applicable to all genders.
- (b) Unless otherwise specified therein, all terms defined in this Agreement have the meanings as so defined herein when used in any other certificate, report or document made or delivered pursuant hereto.
- (c) The words “hereof,” “herein,” “hereunder” and similar terms when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, subsection, schedule and exhibit references herein are references to articles, sections, subsections, schedules and exhibits to this Agreement unless otherwise specified.
- (d) A reference to any agreement, document or instrument refers to the agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and as permitted therein.
- (e) Except as otherwise specified, a reference to any applicable law or section thereof refers to the law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, and to any rules and regulations promulgated thereunder;
- (f) The words “including” and “include” mean including without limiting the generality of any description preceding such term, the

phrase “may not” is prohibitive and not permissive, and the word “or” is not exclusive.

- (g) All accounting terms not specifically defined herein shall be construed in accordance with GAAP.
- (h) Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from but excluding” and the words “to” and “until” each means “to and including.”

**1.4 Headings.** The headings preceding the text of the sections of this Agreement and the exhibits hereto are for convenience only and shall not be deemed any part of the terms or construction of this Agreement.

**1.5 No Presumption.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

## **2 THE SERVICES.**

### **2.1 Blue Shield Services.**

- (a) **General.** Commencing on the Effective Date, Blue Shield shall provide Participants with access to the Contracting Providers and shall provide those administrative services supporting the Plan set forth in Attachment B hereto (the “**Blue Shield Services**”), in accordance with the terms and conditions of this Agreement.
- (b) **Resources.** Except as otherwise expressly provided in this Agreement, Blue Shield shall be responsible for providing the personnel, facilities, equipment, software, technical knowledge, expertise and other resources necessary to provide the Blue Shield Services.
- (c) **Limit on Blue Shield Services.** Client shall be solely responsible for the performance of all Plan management and administrative functions except those functions specifically



identified in this Agreement as the responsibility of Blue Shield. Identification in this Agreement of specific Client responsibilities shall not be deemed or interpreted to limit Client's other responsibilities for management and administration of the Plan. Blue Shield is not responsible for coordination of benefits or Medicare Crossover services.

- (d) **Change Order.** Client may request a change to the scope of the Blue Shield Services, including additional or new services, by written request to Blue Shield (a "**Change Request**"). Blue Shield shall use commercially reasonable efforts to accommodate each Change Request; provided that if such accommodation will require Blue Shield to dedicate resources in addition to those already dedicated to the provision of the Blue Shield Services, Blue Shield may require a reasonable increase in the Compensation for accommodating the Change Request. Within ten (10) Business Days of receipt of a Change Request, Blue Shield notify Client of Blue Shield's ability to accommodate the Change Request, including an estimate of Compensation increases, if any, required by Blue Shield. If the parties agree upon the terms (including any Compensation increases) applicable to any Change Request, the parties shall enter into a change order in substantially the form attached hereto as Attachment C ("**Change Order**"). Each Change Order shall be deemed an amendment to this Agreement.

## 2.2 **Client Services**

- (a) **General.** Commencing on the Effective Date, Client shall provide the services described in Attachment D hereto (the "**Client Services**"), in accordance with the terms and conditions of this Agreement. The Client Services shall be provided either

directly by Client or through HNAS, as specified in Attachment D.

(b) **Resources.** Except as otherwise expressly provided in this Agreement, and notwithstanding any delegation to HNAS, Client shall be responsible for providing the personnel, facilities, equipment, software, technical knowledge, expertise and other resources necessary to provide the Client Services.

### 3 THE COMPENSATION.

In exchange for the provision of the Blue Shield Services, Client shall pay Blue Shield the compensation set forth in Attachment E (the “**Compensation**”).

### 4 PUBLICITY.

Neither party shall issue a press release announcing or describing their relationship contemplated by this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Except as otherwise agreed to by the parties, all media releases, public announcements, and public disclosures by either party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosures to the extent required to satisfy legal or regulatory requirements, shall be coordinated with and approved by the other party prior to release, which approval shall not be unreasonably withheld or delayed. *[Notwithstanding the foregoing, Client’s compliance with the applicable provisions of California Government Code §54950 et. seq. (the “**Brown Act**”) shall not be deemed to be in violation of the terms of this Section.]*

### 5 COVENANTS.

5.1 **Work Standards.** Blue Shield shall perform the Blue Shield Services with reasonable and ordinary care, and with the skill, prudence and diligence of a prudent health care benefits administrator acting under the circumstances then prevailing. Client shall perform the Client Services

with reasonable and ordinary care, prudence and diligence acting under the circumstances then prevailing.

**5.2 Books and Records.** Blue Shield shall keep and maintain books of account and other records on a current basis relating to the Blue Shield Services and other performance under this Agreement and Client shall keep and maintain books of account and other records on a current basis relating to the Client Services, the determination of who are Participants and the payment of claims (collectively, the “**Books and Records**”). Each party agrees to preserve its Books and Records for at least seven (7) years.

**5.3 Audit.**

(a) During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, Client may inspect and audit Books and Records maintained by Blue Shield in performing the Blue Shield Services by giving Blue Shield thirty (30) days advance written notice and a request for such Books and Records. The notice shall state the purpose for the audit. Any examination of individual benefit payment records shall be carried out in a manner agreed to by the parties and designed to protect the confidentiality of individual medical information. Audits shall be limited to not more than one (1) during any twelve (12) month period.

(b) During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, Blue Shield may inspect and audit the Books and Records maintained by Client respecting the eligible Participants and the payment of claims by giving Client thirty (30) days advance written notice and a request for such Books and Records. The notice shall state the purpose for the audit. Any examination of individual benefit payment records shall be carried out in a manner agreed to by the parties and

designed to protect the confidentiality of individual medical information.

- (c) Any audits shall be conducted at the auditing party's expense by such party's audit staff or by an independent contractor employed by such party who shall be either a Certified Public Accountant or who shall be otherwise professionally qualified to perform such audit services. A party may refuse access to records and information to any Person who such party believes is reasonably likely to misuse or misappropriate information as a result of a conflict of interest or otherwise, or whose compensation in connection with any audit is contingent or otherwise wholly or partially based on the audit findings. Any Person who performs an audit hereunder shall use generally accepted auditing standards. Any independent contractor employed by a party to perform an audit shall agree in writing to maintain the confidentiality of all information of which it becomes aware in the course of the audit[; *provided, however, that such requirement of confidentiality shall be subject to Client's obligations under the Brown Act*]. At the conclusion of any audit and prior to drafting the audit report, the auditor shall meet with the audited party for an exit conference. Prior to the release of any final audit report, the audited party shall be provided with a copy of the audit report and be given an opportunity to comment. Such party's comments, if any, shall be made a part of the final audit report. The auditing party shall reimburse the audited party for all reasonable costs incurred by the audited party in support of the audit.
- (d) In the event that a party or party's auditors request individually identifiable medical information, the party desiring such records shall provide the other party with a written representation and warranty stating that the party requesting the records has established procedures that ensure appropriate safeguards against

unauthorized disclosure or use of such information and that the information will be used solely for the purposes allowed by California Civil Code §§ 56.10-56.16 (the California Confidentiality of Medical Information Act), California Insurance Code §§ 791-791.27 (the California Insurance Information and Privacy Protection Act), HIPAA, Title 42 of the U.S. Code (the U.S. Public Health Service Act), and other applicable privacy Laws.

**5.4 Compliance with Laws.**

Each party shall comply with all applicable Laws in connection with its performance hereunder.

**5.5 TPA Agreements.** Client covenants and agrees that any agreements it enters into or maintains with HNAS or any other TPA, including the TPA Agreement, and Client's performance of such agreements, shall not conflict with, result in a material breach of, constitute a material default under this Agreement.

**6 INTELLECTUAL PROPERTY.**

**6.1 Existing Intellectual Property.**

(a) In the event that either Blue Shield or Client (the “**Licensor**”) licenses or otherwise permits the other party (the “**Licensee**”) to utilize or access certain Intellectual Property of the Licensor, whether pursuant to a separate license agreement or otherwise, in connection with this Agreement, then, following the termination of this Agreement, or at any time the Licensor notifies the Licensee, all license or other rights to the Intellectual Property provided shall terminate and revert back to the Licensor.

(b) The Licensee shall not create or permit any Encumbrances to any Intellectual Property of the Licensor or any Modifications thereto without the prior written consent of the Licensor. The Licensee

shall execute such instruments and agreements as may be reasonably requested by the Licensor to evidence the Licensor's rights to the Intellectual Property and any Modifications thereto.

**6.2 Modifications.** In the event that the parties jointly develop, or cause the development of any modifications, enhancements and adaptations (collectively, any "**Modifications**") to any Intellectual Property, all right, title and interest to such Modifications shall be deemed to belong to the Licensor whose Intellectual Property such Modifications relate, and the Licensee shall be deemed to have a non-exclusive license, without any right to sublicense, to use such Modifications in furtherance of its obligations pursuant to this Agreement. Following the termination of this Agreement, all rights to any Modifications shall terminate and revert back to the licensing party.

**6.3 New Intellectual Property.** In the event that the parties jointly develop, or cause the development of any new Intellectual Property, such Intellectual Property shall be deemed to be jointly owned by both parties during the term of this Agreement and thereafter, and each party shall have the unfettered right to exploit such Intellectual Property for its benefit without being obligated to pay any royalties or other sums to, obtain the consent of, or provide any notice to the other party.

## **7 HIPAA; CONFIDENTIALITY.**

**7.1 Protected Health Information.** Blue Shield and Client shall develop and implement policies and procedures to ensure that Participants' information is not disclosed in violation of any applicable Law relating to protection of such information. The parties shall execute, concurrently with this Agreement, a HIPAA Business Associate Agreement, substantially in the form attached hereto as Attachment F, the terms of which are incorporated herein by reference. Client may instruct Blue Shield to transmit reports and information to HNAS in connection with Blue Shield's performance of this Agreement. Client may also instruct HNAS to send reports and

information to Blue Shield in connection with HNAS's performance of the TPA Agreement. Client represents and warrants to Blue Shield that Client has entered into a HIPAA business associate agreement with HNAS and that such agreement shall remain in effect during the term of this Agreement. Client understands and agrees that HNAS will participate in the exchange of information described herein and that Client nevertheless remains responsible for Client's performance under this Agreement. Client shall notify Blue Shield promptly in the event that its HIPAA business associate agreement with HNAS ceases to be in effect, in which event (notwithstanding anything to the contrary in this Agreement) Blue Shield shall not be required to transmit information to or receive information from HNAS. Notwithstanding anything to the contrary in this Agreement, no attorney-client privilege, attorney work product protection, accountant-client privilege, or other similar legal privilege or protection shall be deemed waived by Client or Blue Shield by virtue of this Section 7.1.

## 7.2 **Confidential Information.**

- (a) **Definition.** Client and Blue Shield each acknowledges that it may be furnished with, receive or otherwise have access to information of or concerning the other party that such party considers to be confidential, a trade secret, or otherwise restricted. **"Confidential Information"** shall mean all information, in any form, furnished or made available directly or indirectly by one party, or to which either party gains access in the course of or incidental to the performance of this Agreement, and that reasonably should have been understood by the recipient (because of legends or other markings, the circumstances of disclosure, or the nature of the information itself) to be confidential, to the furnishing party, an Affiliate of the furnishing party, or a third party. Confidential Information shall include, whether or not designated "Confidential Information," all non-public information

concerning: (i) the identities and related information regarding contracting providers of Blue Shield or its Affiliates, (ii) contract reimbursement rates and related information for such contracting providers, (iii) proprietary claims adjudication rules and procedures, and (iv) other proprietary rules, procedures and methodologies used by Blue Shield or its Affiliates to create and maintain their provider networks and to adjudicate claims. The terms and conditions of this Agreement shall also be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that the receiving party can demonstrate to the reasonable satisfaction of the disclosing party (A) was rightfully in the possession of the receiving party without any obligation of confidence before receipt thereof from the disclosing party, (B) was independently developed by the receiving party without the use of or reference to any of the disclosing party's Confidential Information, (C) is or has become available to the public without fault of the receiving party or (D) is disclosed to the receiving party, without restriction, by a third party with the right to so disclose.

- (b) **Non-Disclosure.** Each party agrees to maintain the Confidential Information of the other party in confidence using at least the same degree of care as it uses for its own Confidential Information and not use the other party's Confidential Information for any purpose other than the purposes contemplated by this Agreement. Each party may disclose the other party's Confidential Information only to (i) officers, directors, employees or Affiliates of the receiving party who have a need to know such information to accomplish the purposes of this Agreement or (ii) third parties upon the prior written approval of the other party. Notwithstanding the foregoing, a party may use or disclose the other party's Confidential Information to the extent that, based



upon the advice of the party's legal counsel, such use or disclosure is reasonably necessary to comply with applicable governmental regulations or court order; provided that the party provides reasonable advance written notice to the other party of any such disclosure and uses its reasonable efforts to secure confidential treatment of the other party's Confidential Information prior to its disclosure (whether through protective orders or otherwise) and discloses only the minimum amount of information necessary to comply with such requirements.

(c) **Return of Materials.** As requested by either party during the term, upon expiration or any termination of this Agreement, or upon completion of either party's obligations under this Agreement, the receiving party shall return or destroy, as the furnishing party may direct, all material in any medium that contains, refers to, or relates to Confidential Information of the furnishing party, and retain no copies; provided that the receiving party may retain such archival copies as may be necessary to comply with document retention laws and regulations applicable to the receiving party's business operations.

(d) **Mitigation.** In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Confidential Information of the disclosing party, the receiving party promptly shall (i) notify the disclosing party upon becoming aware thereof; (ii) promptly furnish to the disclosing party full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the disclosing party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information; (iii) take such actions as may be necessary or reasonably requested by the disclosing party to minimize the violation; and (iv) cooperate in all reasonable respects with the

furnishing party to remedy, terminate or discontinue the violation and any damage resulting therefrom.

- (e) **Duration.** The parties' obligations respecting Confidential Information shall continue for a period of five (5) years following expiration or termination of this Agreement unless a longer period is required by this Agreement or by Law.
- (f) **Ownership of Records.** All business records and claims data relating to the Blue Shield Services shall constitute Confidential Information under the terms of this Agreement and shall be and remain the sole property of Blue Shield. As may be requested by Blue Shield at reasonable intervals, Client shall transfer a complete copy of all Blue Shield data to Blue Shield and shall provide such data within not more than fifteen (15) Business Days after the request.
- (g) **Remedies.** The parties agree that any violation of this Section 7 would cause immediate and irreparable injury or loss to the affected party. Accordingly, in the event of any violation of any of the provisions of this Section 7 by a party, or any explicit threat thereof, the other party shall be entitled to an injunction or other decree of specific performance with respect to such violation or threatened violation, without any bond or other security being required and without the necessity of demonstrating actual damages. Such remedies shall be in addition to any other remedies provided by Law.

## **8 TERM AND TERMINATION.**

- 8.1 Term.** Unless sooner terminated as provided herein, this Agreement shall remain in effect through December 31, 2014. Thereafter, this Agreement shall automatically renew each year for a one year term unless sooner terminated as set forth in Section 8.2

## 8.2 **Termination.**

- (a) **Without Cause.** Either party may terminate this Agreement without cause by providing the other party with no fewer than ninety (90) days prior written notice.
  
- (b) **For Cause.**
  - (i) Either party may terminate this Agreement in the event of a material failure of the other party in the performance of any term or condition of this Agreement, *provided* that, the terminating party shall have delivered to the defaulting party written notice thereof specifying the matters in default and the defaulting party shall not have cured the default within thirty (30) days thereafter (or commenced diligent efforts to cure with respect to any default that by its nature cannot be cured within thirty (30) days, in which case the terminating party may terminate the Agreement if a cure of such default is not completed within sixty (60) days from the notice of default).
  
  - (ii) Either party may terminate this Agreement immediately upon written notice delivered to the other party in the event such other party is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding that remains undismissed for a period of sixty (60) days or makes a general assignment for the benefit of its creditors.
  
  - (iii) Blue Shield may terminate this Agreement as provided in Section 9.2.
  
- (c) **Force Majeure Event.** This Agreement may be terminated as provided in Section 11.7.

(d) **Change in Law.**

- (i) If a party (an “**At-Risk Party**”) receives a final non-appealable determination by a Governmental Entity having jurisdiction with respect thereto, or there is a Change in Law, which determination or Change in Law as applied does, or is likely to, based upon the written opinion of legal counsel to the At-Risk Party:
- (A) prohibit the execution, implementation or continuance of this Agreement; or
- (B) by virtue of this Agreement or performance thereunder, result in:
- (1) the revocation of any material state and/or federal general operating license, permit or certificate of the At-Risk Party;
- (2) the subjection of the At-Risk Party to a significant level of governmental scrutiny or reporting requirements; or
- (3) a Material Adverse Effect on the business or operations of the At-Risk Party; and if
- (ii) the parties, using commercially reasonable efforts and acting in good faith to preserve the relationship and the expectations and intent of the parties hereto, are unable to reach a mutual agreement to amend this Agreement sufficiently to meet the requirements of the determination or Change in Law on or prior to the earlier of (A) the thirtieth (30th) day following the Change in Law, or (B) the effective date, if any, of such Change in Law, then

(iii) the At-Risk Party shall be entitled to elect to terminate this Agreement effective immediately upon notice of such termination from the At-Risk Party to the other party.

(e) **Confidentiality.** Either party may terminate this Agreement immediately upon written notice to the other party in the event that the other party breaches the confidentiality requirements set forth in Section 7.

(f) **Failure to Fund.** Blue Shield may terminate this Agreement upon no fewer than five (5) days prior written notice to Client in the event that Client fails to provide sufficient funds for claim payments under the Plan.

(g) **Discontinuance of the Plan.** Either party may terminate this Agreement upon the effective date of discontinuance of the Plan by providing the other party with no fewer than thirty (30) days advance written notice.

**8.3 Effect of Termination.** Except for duties and obligations expressly defined herein to survive, or to be created upon, termination of this Agreement, neither party shall have any further duties of performance hereunder as of and after the effective date of any termination, but shall remain obligated as to all obligations accrued prior to such date.

**8.4 Transfer of Records Upon Termination.** Upon expiration or termination of this Agreement for any reason, each party shall transfer to the other party all records and reports, including computer records, which are the properties of the other party as provided herein. Both parties agree to cooperate fully in all such matters.

**8.5 Provision of Services Upon Termination.** Blue Shield Services regarding claims shall be performed only with respect to claims received by Blue Shield or HNAS during the term of this Agreement. Blue Shield shall complete the Blue Shield Services regarding all claims in its

possession as of the effective date of termination of this Agreement, provided that Client has made sufficient funds available to pay such claims. If this Agreement was terminated other than pursuant to Section 8.2(b), (d), (e), (f), or (g), then for a period of twelve (12) months following termination, Blue Shield shall reprice and finalize adjudication of claims incurred during the term of this Agreement but received after termination of this Agreement, in exchange for fees to be determined as follows: (the Claims Run-out Charge specified in Attachment I) x (the average monthly employee count for the three (3) month period immediately preceding to the effective date of termination) x (three (3)) (the “**Claims Run-out Fee**”). The Claims Run-out Fee will be remitted to Blue Shield by Client upon receipt of Blue Shield’s monthly invoice, with payment due within thirty (30) days of the invoice date.

**8.6 Notice to Participants.** Client shall promptly notify Participants of the termination of the Shared Advantage Plus Product.

## **9 CERTAIN MARKETING AND OPERATIONAL RESTRICTIONS.**

### **9.1 Marketing Materials; Trademarks and Service Marks.**

(a) Client and Blue Shield shall not use any advertisement or marketing materials that contain any of the other’s names, logos, trademarks, service marks or any variation of the aforementioned without the prior written consent of the other.

(b) Client acknowledges that all printed materials, as well as any other tangible and electronic forms of advertising and marketing materials provided by Blue Shield to Client in connection with this Agreement belong to Blue Shield, and agrees to return such materials to Blue Shield promptly upon demand.

**9.2 BCBSA Requirements.** Client shall comply with all requirements of the Blue Cross and Blue Shield Association (“**BCBSA**”) in connection with Client’s performance under this Agreement. Those requirements include

appearance and format of Participant identification cards, use of and reference to the Blue Shield name and mark, and various disclosures to Participants and providers. In the event that either (a) Client fails to adhere strictly to all such BCBSA requirements, or (b) Blue Shield receives any notice from BCBSA that BCBSA believes this Agreement or any portion of this Agreement violates any BCBSA requirement, Blue Shield may terminate this Agreement immediately by providing written notice to Client.

**9.3 Provider Contracts.** Client understands and agrees that certain of the Client Services and other obligations of Client in connection with the Plan require Client to perform specific obligations of Blue Shield set forth in the contracts between Blue Shield and Contracting Providers. Client covenants and agrees to perform such Client Services and other obligations of Client and to administer the Plan in accordance with the applicable terms of the contracts between Blue Shield and its Contracting Providers. Client represents and warrants to Blue Shield that the Plan design is compatible with the obligations of Blue Shield set forth in the contracts between Blue Shield and its Contracting Providers. Except as otherwise specifically permitted in this Section 9.3, Client shall not offer or provide, or assist any other Person in offering or providing, to Participants the benefits of any negotiated or contracted payment rates or terms with any provider of health care services in the State of California other than those rates and terms set forth in a contract between Blue Shield and the Contracting Provider. Client shall not offer or provide, or assist any other Person in offering or providing, the benefits of negotiated or contracted payment rates or terms set forth in a contract between Blue Shield and a Contracting Provider to any Person other than a Participant. Client may, without violating this Section, offer or provide, and assist any other Person in offering or providing, to Participants the benefits of payment rates and terms other than those set forth in a contract between Blue Shield and a provider if the provider is a pharmacy, dentist, or vision

services provider, or such other type of ancillary provider designated by Blue Shield from time to time.

## 10 INDEMNIFICATION.

**10.1 Right to Indemnification.** The parties hereto (each, an “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other party and its directors, managers, officers, employees, successors, assigns and agents (each, an “**Indemnified Party**”) from and against any and all liabilities, obligations, losses, damages, taxes, claims, actions and suits and any and all reasonable costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever (collectively, “**Damages**”) which may at any time be imposed on, incurred by, or asserted against any Indemnified Party by any Person in any way relating to or arising out of (a) the breach of any representation or warranty of the Indemnifying Party in this Agreement, (b) the failure of the Indemnifying Party to perform any obligation or covenant to be performed by the Indemnifying Party pursuant to this Agreement, or (c) any wrongful conduct of the Indemnifying Party. Any right of an Indemnified Party accrued pursuant to this Section 10.1 shall survive the termination of this Agreement.

**10.2 Procedure.** Any Indemnified Party seeking indemnity under this Section 10 shall promptly notify the Indemnifying Party as to: (a) the nature of any Damages asserted against or suffered by the Indemnified Party for which the Indemnified Party intends to seek indemnity hereunder, and (b) the commencement of any claim, litigation, investigation, audit or other proceeding (any “**Proceeding**”) brought to enforce any such matters. Failure of timely notice shall reduce the Indemnified Party’s rights only to the extent that such delay or failure of notice actually prejudiced the defense of the claim by the Indemnifying Party. Upon acknowledging the right to indemnity, the Indemnifying Party shall be entitled to assume the defense of any such Proceeding other than a Proceeding brought by a



Governmental Entity and the Indemnified Party shall cooperate and shall be entitled to consult with the Indemnifying Party with respect to such defense.

**10.3 Limits of Liability.** Notwithstanding anything to the contrary in this Agreement, Blue Shield shall not be liable for any of the following:

- (a) claims for health care benefits incurred by Participants;
- (b) costs of compliance by the Plan with applicable Laws, including filing, reporting and disclosure requirements applicable to the Plan;  
or
- (c) Damages arising from the failure of HNAS to properly and adequately perform any of its duties under the TPA Agreement.

## **11 MISCELLANEOUS.**

**11.1 Relationship of Parties.** Client is the Plan Sponsor and Plan Administrator of the Plan. Except to the limited extent that Blue Shield performs certain administrative and ministerial functions as a benefits administrator for the Plan pursuant to this Agreement, this Agreement shall not be deemed to confer upon or delegate to Blue Shield any responsibility for the control, administration or management of the Plan or any assets of the Plan. Except as otherwise explicitly stated in this Agreement, Client, and not Blue Shield, is responsible for all Plan eligibility and final coverage determinations, and all Plan operations, policy, interpretation, practices and procedures. With respect to all performance of this Agreement by each party, including all of the services to be provided by Client on behalf of Blue Shield, each party, including its employees and agents, shall be considered an independent contractor, and not an employee, agent, partner, or joint venturer of the other party. Neither party shall have any right to act for or make commitments on behalf of the other. The parties further agree that Client's employees are not employees of Blue Shield or any Affiliate of Blue Shield and are not,

therefore, entitled to any pension, insurance or other employee benefit plan of Blue Shield or any Affiliate of Blue Shield, and Client, on its own behalf, and on behalf of its employees, hereby waives any and all rights and interests in and under any employee medical, insurance, retirement, bonus, benefit, vacation or other similar plan of Blue Shield or any Affiliate of Blue Shield existing on the Effective Date or at any time during or after the term of this Agreement.

**11.2 BCBSA Disclosure.** Client hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Client and Blue Shield, that Blue Shield is an independent corporation operating under a license from the BCBSA, an association of independent Blue Cross and Blue Shield plans, permitting Blue Shield to use the Blue Shield Service Mark in the State of California, and that Blue Shield is not contracting as an agent of BCBSA. Client further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Blue Shield and that no person, entity or organization other than Blue Shield shall be held accountable or liable for any of Blue Shield's obligations to Client created under this Agreement. This Section 11.2 does not create additional obligations whatsoever on the part of Blue Shield other than those obligations created under other provisions of this Agreement.

**11.3 Use Incentives.** Client shall include incentives in the Plan to actively encourage the use by Participants of Contracting Providers (rather than other providers), including financial incentives directly related to the use of Contracting Providers. Client shall comply with the requirements applicable to payors set forth in California Business and Professions Code §§511.1 *et seq.*

**11.4 Waivers.** No course of dealing or failure of a party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of such (or any other) term, right or condition.

Waiver by a party of any default shall not be deemed a waiver of any other default.

- 11.5 Amendment.** This Agreement may only be amended by a written instrument signed by the duly authorized representatives of each party.
- 11.6 Severability.** If any provision of this Agreement shall be held unlawful, invalid, or unenforceable by any court or administrative agency, such provision shall be deemed modified to the minimum extent necessary to restore the validity and enforceability of all provisions hereof, and, to the extent such provision cannot be so modified, it shall be deemed severable and the remainder of this Agreement shall remain in full force and effect and be interpreted so as to carry out the intent of the parties in an equitable manner.
- 11.7 Force Majeure.** Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event; *provided* that: (a) the non-performing party is without fault in causing such default or delay, (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means. In the case of any Force Majeure Event, the non-performing party shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any party so delayed in its performance shall immediately notify the party to whom performance is due by telephone (to be confirmed in writing within twenty-four (24) hours of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. If any Force Majeure Event substantially prevents, hinders, or delays performance of Client Services

and performance is not materially restored within thirty (30) days, Blue Shield may terminate this Agreement upon notice to Client.

**11.8 Assignment and Subcontracting.** Except as otherwise expressly contemplated by this Agreement: (a) Client may not assign or subcontract any right, interest, or obligation hereunder without the express written consent of Blue Shield; and (b) Blue Shield may not assign or subcontract any rights, interest, or obligation hereunder without the express written consent of Client.

**11.9 Notices.** All notices which any party is required, or may desire, to give another party, shall be given in writing by addressing the communication to the address herein set forth below, or to such other address as a party may designate. Notices may be sent: (a) postage prepaid by registered or certified mail, return receipt requested and will be deemed effective five (5) days after the date of mailing, (b) by overnight courier and shall be deemed effective on the next Business Day, (c) by fax and shall be deemed effective upon receipt. All notices pertaining to this Agreement are to be sent to:

To Blue Shield:

California Physicians' Service d/b/a Blue Shield of  
California  
50 Beale Street  
San Francisco, CA 94105  
Attention: [\_\_\_\_\_] ]  
Facsimile: [\_\_\_\_\_] ]

To Client:

Riverside Community College District  
[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]  
[\_\_\_\_\_] ]  
Attention: [\_\_\_\_\_] ]  
Facsimile: [\_\_\_\_\_] ]

The address to which notices or communications may be given by a party may be changed by written notice given by such party pursuant to this Section 11.9.

**11.10 Disputes.** Any dispute between the parties arising out of or relating to this Agreement, including disputes regarding the interpretation of any provision of this Agreement and disputes regarding the performance of HNAS or Blue Shield, shall be resolved as provided in this Section 11.10. The parties initially shall attempt to resolve their dispute informally, in accordance with the following: Upon the written notice by a party to another party of a dispute (the date on which such notice is provided being the “**Dispute Date**”), each party shall appoint a designated representative whose primary responsibility is not related to performance under this Agreement. The designated representatives shall meet in good faith and as often as the parties reasonably deem necessary to discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by a party to the other for non-privileged information, reasonably related to this Agreement, shall be honored in order that a party may be fully advised of the facts and the other party’s position. The specific format for the discussions shall be left to the discretion of the designated representatives. If the dispute is not resolved according to the foregoing process within thirty (30) days after the Dispute Date, either party may commence alternate dispute resolution proceedings in accordance with Section 11.12 to resolve such dispute.

**11.11 Applicable Law.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of California (without giving effect to the principles thereof relating to conflicts of law). Subject to Section 11.12, any legal action or proceeding pursuant to this Agreement may be brought in the state courts of the State of California or the federal courts located in,

or having jurisdiction with respect to the State of California, and, by execution and delivery of this Agreement, each of the parties hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts.

**11.12 Alternative Dispute Resolution.** If either party determines that the parties are not able to resolve the dispute through negotiation (including non-binding mediation if the parties desire) as provided in Section 11.10 above, then the dispute shall be submitted to, and resolved by, final and binding arbitration in accordance with this Agreement and the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect by three (3) independent and impartial arbitrators, none of whom shall be appointed by either party. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Sacramento, California. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). The arbitrators shall apply California substantive law and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages.

**11.13 Survival of Provisions.** The provisions of Sections 1, 5.2, 5.3, 7, 8.3, 8.5, 10 and 11 (and any other section providing expressly for survival) shall survive the termination of this Agreement.

**11.14 No Presumption Against Drafter.** This Agreement was fully negotiated between the parties and it shall not be interpreted or construed in favor or against either party on the grounds that such party was principally responsible for drafting the Agreement.

**11.15 Entire Contract.** This Agreement, together with any Attachments, Exhibits, and Amendments appended hereto, constitute the entire agreement and understanding between the parties regarding this subject matter, and replace and supersede any prior understandings or agreements, whether written or verbal, between the parties regarding this subject matter. Neither party is relying on any representation, understanding, or agreement not expressly contained herein or therein, and no such representation, understanding, or agreement shall be binding or enforceable.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

**CALIFORNIA PHYSICIANS’  
SERVICE, d/b/a BLUE SHIELD OF  
CALIFORNIA**

**Riverside Community College District**

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

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

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

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

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

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

Attachment A

Riverside Community College District

Health Benefits Plan



## **Attachment A**

### **Blue Shield Services**

The Blue Shield Services shall consist of the following:

#### **1 ACCESS TO CONTRACTING PROVIDERS**

Blue Shield shall enter into and maintain contracts with health care providers that enable Client and Participants to access and receive services from such Contracting Providers on the terms and conditions set forth in such contracts, including negotiated rates. Blue Shield shall communicate with Contracting Providers as necessary to ensure that Contracting Providers are able to identify and provide access to Participants.

#### **2 BLUE SHIELD ADMINISTRATIVE SERVICES**

The Blue Shield Administrative Services shall include:

- 2.1** provider network maintenance in accordance with applicable regulatory requirements;
- 2.2** provider servicing, including quoting eligibility and responding to benefit inquiries, based on information provided by Client;
- 2.3** issuing payment to providers for medically necessary covered services including providing explanation of benefit, and payment remittance advice in accordance with regulatory requirements;
- 2.4** utilization management for outpatient services and inpatient hospitalizations, including pre-service review, pre-certification, concurrent review, retrospective review, in accordance with BSC utilization management programs and medical policies;
- 2.5** provide Participants information regarding contracting providers and other content on its website [www.blueshieldca.com](http://www.blueshieldca.com), or such other website designated by Blue Shield;
- 2.6** account management support on an as needed basis;

- 2.7 provide Participants access to the BlueCard Program as further described Attachment H; [and]
- 2.8 provide Client the option to purchase stop loss coverage (through Blue Shield of California Life and Health Insurance Company, a California corporation, an Affiliate of Blue Shield), pharmacy, dental, vision, disease management and complex case management services from Blue Shield in connection with the Shared Advantage Plus Product;
- 2.9 *Case Management Bundle (High Risk CM, Chronic Complex CM, High Risk Maternity CM and Musculoskeletal CM);*

### **3 BLUE SHIELD SERVICES TO HNAS**

The Blue Shield Services to HNAS in connection with the Shared Advantage Plus Product for Client shall consist of:

- 3.1 receiving claims from Contracting Providers and non-contracted providers;
- 3.2 pricing claims from Contracting Providers by applying the terms of the applicable contract to the services billed on the claim;
- 3.3 pricing claims from providers who are not contracted with Blue Shield as follows:
  - (a) claims from California professional providers shall be priced by applying the Blue Shield allowed amount to such claims;
  - (b) claims from California hospital providers shall be priced at the billed amount for such claims. Client will apply its non-network reimbursement structure for payment of such claims;
  - (c) claims from non-California providers (BlueCard claims) shall be priced pursuant to the host plan allowed amount'

- 3.4** making initial benefit determination for submitted claims, based on Client's summary of Plan benefits, and forwarding the claim to HNAS for review;
- 3.5** electronically transmitting the claim with the pricing information for contracted providers or billed charges for non-contracting facility providers and allowed amounts for professional providers to HNAS for determination of eligibility and application of the benefits covered by the Plan;
- 3.6** receiving returned claims electronically from HNAS with eligibility and benefit verification and closing out the claim in the Blue Shield system;
- 3.7** finalizing claims adjudication and issuing provider checks and explanation of benefits notices; and
- 3.8** receiving, investigating and responding to inquiries and appeals from providers in accordance with Blue Shield's standard provider appeals protocols.

**Attachment C**

**Change Order Form**

<b>Requested By:</b>			<b>Request Date:</b>			
<b>Organization:</b>			<b>Phone:</b>			
<b>Requester Priority:</b>	<input type="checkbox"/>	<b>Emergency</b>	<input type="checkbox"/>	<b>Urgent</b>	<input type="checkbox"/>	<b>Routine</b>
<b>Received By:</b>			<b>Received Date:</b>			
<b>Organization:</b>			<b>Phone:</b>			
<b>Impacted Agreement Sections:</b>						
<b>Description of Change:</b>						
<b>Reason for Change Request:</b>						
<b>Supporting Documentation:</b>						

**Approvals-**

<b>CALIFORNIA PHYSICIANS' SERVICE, d/b/a BLUE SHIELD OF CALIFORNIA</b>	<b>Riverside Community College District</b>
<b>By:</b>	<b>By:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

## Attachment D

### Client Services

#### **1. CLIENT SERVICES.**

The Client Services shall consist of:

- 1.1 Eligibility Determinations.** Client shall determine eligibility of Persons for Plan benefits. Client shall provide HNAS with accurate eligibility information to enable HNAS to perform the services set forth in the TPA Agreement. Client shall, or shall cause HNAS to, provide Blue Shield with such eligibility information and the information necessary to determine the Blue Shield Fee.
- 1.2 Benefit Determinations.** Client shall, or shall cause HNAS to, apply the terms of the Plan to claims for Plan benefits and make all Plan benefit determinations.
- 1.3 Coordination of Benefits.** Client shall, or shall cause HNAS to, make and perform all coordination of benefits services, procedures and investigations, including for Medicare services. Medicare Crossover shall not be performed by Client, HNAS or Blue Shield.
- 1.4 Plan Documents.** Client shall, or shall cause HNAS to prepare and distribute to Participants summary plan descriptions and other communications regarding the Plan (including notices required by the Consolidated Omnibus Budget Reconciliation Act). Client shall furnish promptly to Blue Shield drafts of changes to the Plan and all summary plan descriptions, Participant booklets, and other documents by which the Plan is established, for review and comment by Blue Shield prior to finalization. Client shall furnish promptly to Blue Shield all such final documents.
- 1.5 Benefit Changes.** Client shall provide Blue Shield or HNAS with ninety (90) days advance written notice of and detailed information regarding any change in the Plan benefits or design.
- 1.6 Participant Inquiries and Appeals.** Client shall, or shall cause HNAS to, respond to all Participant inquiries and appeals.
- 1.7 Plan Interpretation.** Client shall make and perform all Plan interpretation.

- 1.8 Participant Communications.** Except as otherwise specifically set forth in this Agreement, Client shall be solely responsible for the provision of any notices required to be provided to Participants, including certificates of creditable coverage.
- 1.9 Identification Cards.** Client shall, or shall cause HNAS to, design, produce and issue identification cards to Participants complying with BCBSA requirements.
- 1.10 Plan Benefit Design.** Client shall be responsible for the design of the Plan.
- 1.11 Application of Benefits to Claims.** Client shall verify the terms of the Plan on claims submitted to HNAS by Blue Shield and return such claim to Blue Shield, in the agreed upon file format and with the agreed upon frequency, for final adjudication by Blue Shield;
- 1.11 Claim Funding.** Client shall be responsible for funding all claims determined to be payable by the Plan in accordance with the following:
- (a) Blue Shield has established an account with Bank of America (Account # 1499-9-05524) which can receive electronic fund transfers via automated clearing house (ACH) transactions.
  - (b) Client, or HNAS on behalf of Client, will establish an account with a bank acceptable to Blue Shield which: (i) can transmit ACH-enabled payments, and, (ii) operates in accordance with the NACHA operating rules as they currently exist and as modified in the future.
  - (c) Client, or HNAS on behalf of Client, will provide its bank with the appropriate authorization which permits Blue Shield to initiate transfer electronically of benefit claims amounts from Client or HNAS's account and into Blue Shield's bank account, following notice from Blue Shield to Client or HNAS of the amount to be transferred electronically.
  - (d) Blue Shield will notify Client or HNAS of the dollar amount of benefit claims which have been paid and/or finalized and then will initiate the electronic transfer of this amount from Client or HNAS's account to Blue Shield's account by an ACH transaction. When Client or HNAS is notified before 11:30 a.m. (Pacific time), the transaction will be initiated on the same day. If the notification is received after 11:30 a.m. (Pacific time), the transaction will be initiated on the next working day. Blue Shield will follow the initial notification with written confirmation by mail.

## Attachment E

### Compensation

#### **1 PAYMENTS.**

##### **1.1 Blue Shield Fees.**

(a) **Methodology.** Client shall pay to Blue Shield the Blue Shield Fees identified in Attachment I to this Agreement. The Blue Shield Fees shall be separate from and in addition to the charges payable to HNAS pursuant to the TPA Agreement.

(i)

(b) **Calculation and Collection.** Blue Shield shall, or shall cause HNAS to, calculate the Blue Shield Fees payable for each month. Blue Shield shall, or shall cause HNAS to, invoice Client for the applicable Blue Shield Fees on the first (1<sup>st</sup>) day of the month. Client shall pay the Blue Shield Fees to Blue Shield within fifteen (15) days after the date of such invoice. If Client pays an amount other than the amount invoiced by Blue Shield, Client shall include a detailed description of the calculation of the payment made and the parties shall promptly discuss in good faith what the correct applicable Blue Shield Fees should be for the subject month. Retroactive corrections and adjustments to reflect changes in enrollment not known on the date a particular month's Blue Shield Fees is calculated shall be included in the Blue Shield Fees in the month in which the need for such correction or adjustment becomes known.

#### **3 Taxes and Other Fees.**

The Blue Shield Fees and its components do not contemplate any taxes, fees, assessments, other charges or offsets imposed by any Governmental Entity which may be imposed or assessed against Blue Shield or HNAS on the basis of benefit payments made on Client's behalf under this Agreement or the TPA Agreement.

In the event that Blue Shield or HNAS becomes liable for any such taxes, fees, assessments, other charges or offsets, Client agrees to reimburse Blue Shield or HNAS, as applicable, in full. This provision shall survive the termination of this Agreement.



## Attachment F

### Business Associate Addendum

This Addendum, effective January 1, 2013 is entered into by and between Riverside Community College District (“Covered Entity”) and California Physicians’ Service, d/b/a Blue Shield of California, for and on behalf of itself and its subsidiaries, which for the purpose of the Agreement is a Business Associate (as defined herein) of Covered Entity. This Addendum to the underlying Agreement (“Agreement”) is drafted in accordance with Covered Entity’s obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the applicable requirements of HIPAA’s implementing regulations issued by the U.S. Department of Health and Human Services, Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160-164 (“HIPAA Regulations”) and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as incorporated in the American Recovery and Reinvestment Act of 2009 to ensure the integrity and confidentiality of individually identifiable protected health information that a business associate may create for or receive from the Covered Entity.

- A. **Definitions.** Unless otherwise provided in this Amendment, capitalized terms have the same meaning as set forth in the HIPAA Regulations, including the HITECH Act.
- B. **Obligations of Business Associate.** Business Associate is permitted or required to use or disclose PHI it creates for or receives from Covered Entity only as follows:
1. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law.
  2. Use reasonable and appropriate safeguards to try to prevent use or disclosure of the PHI other than as provided for by the Agreement.
  3. Mitigate, to the extent practicable, harmful effects that are known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Amendment.
  4. Report to Covered Entity any Breach (as defined in the HITECH Act §13400 (1)) of which Business Associate becomes aware. Such report shall:
    - i) Identify the nature of the disclosure including the date of the Breach and the date of discovery of the Breach;
    - ii) Identify which elements of the PHI (e.g., full name, social security number, date of birth, etc.) were breached, or were part of the Breach;
    - iii) Identify who received the PHI;
    - iv) Identify what corrective actions Business Associate took or will take to prevent further incidents of Breach;

- v) Identify what Business Associate did or will do to mitigate any deleterious effect of the Breach; and
  - vi) Identify Business Associate contact information and procedures to enable Covered Entity to obtain additional information if required;
5. Require contractors, subcontractors, and/or agents to whom the Business Associate provides PHI (that was created by or received from the Covered Entity) to agree to substantially the same conditions that apply to the Business Associate with respect to such PHI under this Amendment.
  6. Provide access to the Covered Entity's PHI within a Designated Record Set in response to the Covered Entity's written request within thirty (30) calendar days after receiving such written request, pursuant to §164.524 of the HIPAA Regulations.
  7. Make amendment(s) to the Covered Entity's PHI in a Designated Record Set that the Covered Entity and Business Associate agree to, pursuant to §164.526 of the HIPAA Regulations, within thirty (30) calendar days of receipt of request.
  8. Make internal practices, books, and records, including, but not limited to, policies and procedures, relating to the use and disclosure of PHI created or received by Business Associate on behalf of Covered Entity available to the U.S. Department of Health and Human Services ("DHHS"), if requested, in a time and manner designated by DHHS, for purposes of DHHS determining Covered Entity's compliance with the HIPAA Regulations.
  9. For a period of six (6) years from the termination date of the Agreement, maintain an accounting of all disclosures of PHI that are required to be maintained under § 164.528 of the HIPAA Regulations, and as applicable, the HITECH Act § 13405(c). Such accounting will include the date of the disclosure, the name of the recipient, a description of PHI disclosed and the purpose of the disclosure.
  10. Provide information collected in accordance with Section B.9 of this Amendment to Covered Entity within thirty (30) calendar days of receipt of a written request from Covered Entity, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with §164.528 of the HIPAA Regulations.
  11. Make reasonable efforts to implement additional restrictions on the use or disclosure of Covered Entity's PHI, as reasonably requested by the Covered Entity, in accordance with §164.522 of the HIPAA Regulations, including the privacy-related requirements of the HITECH Act.

C. **Obligations of Covered Entity.** Covered Entity shall:

1. Advise Business Associate of any specific limitations in Covered Entity's Notice of Privacy Practices, to the extent that such limitations may affect Business Associate's use or disclosure of Covered Entity's PHI.
  2. Promptly notify Business Associate of any changes in, or revocation of, permission by Individuals to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of Covered Entity's PHI.
  3. Promptly notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with §164.522 of the HIPAA Regulations, to the extent that such restriction may affect Business Associate's use or disclosure of Covered Entity's PHI.
  4. Not request that Business Associate use or disclose PHI in any manner that would be impermissible under the HIPAA Regulations if so used or disclosed by Covered Entity.
- D. **Notification to Media.** In the event that Covered Entity provides a media notification of Breach in accordance with §13402(e)2 of the HITECH Act, and such media notification names or refers to Business Associate, Business Associate reserves the right to approve the content and format of such media notification.
- E. **Termination for Breach.** As required by the HIPAA Regulations, Covered Entity may, in addition to other available remedies, terminate the Agreement if Business Associate has materially breached any provision(s) of the Agreement and has failed to cure or take any actions to cure such material breach within thirty (30) calendar days of written notification of such material breach. Covered Entity shall exercise this right to terminate the Agreement by providing Business Associate written notice of termination, which shall include the reason for the termination.
1. Upon the expiration or earlier termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains; provided that if such return or destruction of PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Amendment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
  2. In the event that either party becomes aware of a pattern of activity or practice of the other party that constitutes a material breach or violation of this Addendum, the party discovering such pattern of activity or practice must take reasonable steps to cause the other party to cure the breach or end the violation. If a cure is not effectuated within a reasonable time period specified by the party requesting the cure, such party shall terminate the Agreement and this

Addendum if feasible, or if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services or its designee. (See 45 C.F.R. § 164.504(e)(1)(ii) and HITECH Act § 13404(b)).

- F. **Indemnification.** Covered Entity shall indemnify and hold harmless Business Associate and Business Associate’s affiliates, subsidiaries, officers, directors, employees and agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys’ fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by Business Associate or any Business Associate subcontractor, agent, representative, person or entity. This section shall survive the termination of the Agreement.
- G. **Survival.** The respective rights and obligations of this amendment shall survive the termination of the Agreement.
- H. **Conflicts.** The terms and conditions of this Addendum shall prevail in the event this Addendum conflicts with any provision of the Agreement.
- I. **Privacy and Security Contact Information.**

2

**1. PRIVACY.**

a) Covered Entity:

Attn: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

b) Business Associate: Blue Shield of California

Attn: Chief Privacy Official  
50 Beale Street  
San Francisco, CA 94105  
Phone: 888-266-8080  
Email: [blueshieldca\\_privacy@blueshieldca.com](mailto:blueshieldca_privacy@blueshieldca.com)

**2. Security.**

a) Covered Entity: Riverside Community College District

Attn: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

b) Business Associate: Blue Shield of California  
Attn: Chief Security Official  
50 Beale Street  
San Francisco, CA 94105  
Phone: 800-642-5599  
Email: [informationsecurity@blueshieldca.com](mailto:informationsecurity@blueshieldca.com)

Except as set forth in this Addendum, all other provisions of this Agreement shall remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date(s) set forth below, effective as of the Effective Date.

**California Physicians' Service d/b/a Blue Shield of California**      **Riverside Community College District**

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

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

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

**Title:** HIPAA Compliance Officer

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

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

## **Attachment H**

### **BlueCard Program**

#### **I. Out-of-Area Services**

Blue Shield has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” Whenever a Plan Participant accesses Covered Services outside California, the claim for those services may be processed through one of these Inter-Plan Programs and presented to Blue Shield for payment in accordance with the rules of the Inter-Plan Programs policies then in effect. The Inter-Plan Programs available to Plan Participants under this agreement are described generally below.

When a Plan Participant accesses Covered Services outside of California, such Plan Participant may obtain care from health care providers that have a contractual agreement (i.e., are “participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (a “Host Blue”). In some instances, Plan Participants may obtain care from non-participating health care providers. Blue Shield’s payment practices in both instances are described below.

#### **A. BlueCard® Program**

Under the BlueCard® Program, when Plan Participants access covered health care services within the geographic area served by a Host Blue, Blue Shield will remain responsible for fulfilling our contractual obligations. However, in accordance with applicable Inter-Plan Programs policies then in effect, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating health care providers.

The financial terms of the BlueCard Program are described generally below. Individual circumstances may arise that are not directly covered by this description; however, in those instances, our actions will be consistent with the spirit of this description.

(i) Liability Calculation Method Per Claim

The calculation of the Plan Participant liability on claims for covered health care services processed through the BlueCard Program, if not a flat dollar copayment, will be based on the lower of the participating health care provider's billed covered charges or the negotiated price made available to Blue Shield by the Host Blue.

The calculation of Contractholder liability on claims for covered health care services processed through the BlueCard Program will be based on the negotiated price made available to Blue Shield by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its participating health care provider(s) an inclusive allowance (e.g., per case or per day amount) for specific health care services.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue's health care provider contracts. The negotiated price made available to Blue Shield by the Host Blue may represent a payment negotiated by a Host Blue with a health care provider that is one of the following.

- (i) an actual price. An actual price is a negotiated payment without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
- (iii) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may, in accordance with Inter-Plan Programs policies, prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., a prospective adjustment may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or received from providers). However, the amount paid by the Plan Participant and Contractholder is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The BlueCard Program requires that the price submitted by a Host Blue to Blue Shield is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

If a Host Blue uses either an estimated price or an average price on a claim, it may also hold some portion of the amount that Contractholder pays in a variance account, pending settlement with its participating health care providers. Because all amounts paid are final, neither variance account funds held to be paid, nor the funds expected to be received, are due to or from Contractholder. Such payable or receivable would be eventually exhausted by health care provider settlements and/or through prospective adjustment to the negotiated prices. *Some Host Blues may retain interest earned, if any, on funds held in variance accounts.*

A small number of states require a Host Blue either (i) to use a basis for determining a Plan Participant's liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (ii) to add a surcharge. Should the state in which health care services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, Blue Shield would then calculate the Plan Participant liability and Contractholder liability in accordance with applicable law.

### **BlueCard Program Fees and Compensation**

Contractholder agrees (a) to reimburse Blue Shield for certain fees and compensation which we are obligated under the BlueCard Program to pay to the Host Blues, to the Blue Cross and Blue Shield Association ("BCBSA"), and/or to BlueCard Program vendors, as described below and (b) that fees and compensation under the BlueCard Program may be revised without Contractholder's prior approval in accordance with the program's standard



procedures for revising such fees and compensation. Revisions to fees and compensation under the BlueCard Program typically are made annually as a result of program policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Contractholder's benefit period under this agreement.

BlueCard Program fees include access fees, administrative expense allowance ("AEA") fees, Central Financial Agency ("CFA") fees and Inter-Plan Teleprocessing Services ("ITS") fees.

The BlueCard Program access fee may be charged separately each time a claim is processed through the BlueCard Program. If one is charged, it will be a percentage of the discount/differential Blue Shield receives from the Host Blue, based on the current rate in accordance with the program's standard procedures for establishing the access fee rate. The access fee will not exceed \$2,000 for any claim. All other BlueCard Program related fees are included in Blue Shield's general administrative fee.

### **Return of Overpayments**

Under Inter-Plan Programs, recoveries from a Host Blue or its participating health care providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. Recovery amounts determined in these ways will be applied in accordance with applicable Inter-Plan Programs policies, which generally require correction on a claim-by claim or prospective basis.

### **B. Non-Participating Health Care Providers Outside of the Blue Shield Service Area**

### **Plan Participant Liability Calculation**

Claims for Covered Services received from Non-Participating Health Care Providers Outside of the Blue Shield Service Area are paid based on the Allowable Amount as defined in the Benefits Booklet.

### **Fees and Compensation**

Contractholder agrees (a) to reimburse Blue Shield for certain fees and compensation which we are obligated to pay to Host Blues, to the BCBSA, and/or to Inter-Plan Programs vendors for the processing of non-participating provider claims and (b) that fees and compensation assessed in connection with such claims may be revised without Contractholder's prior approval in accordance with standard procedures for revising such fees and compensation. Revisions to fees and compensation for the processing of non-participating provider claims typically are made annually as a result of policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Contractholder's benefit period under this agreement.

Non-participating health care provider claims fees include AEA fees, which are included in Blue Shield's general administrative fee.

**Attachment I**

**Blue Shield Fees**

Type	Per Employee Per Month (pepm) Amount	
<b>Basic Fees:</b>		
Shared Advantage Plus Base Fee (tenthly)	\$26.40	pepm
Claims Run-out Charge	\$26.40	pepm
<b>Optional Service Fees:</b>		
Case Management Bundle (High Risk CM, Chronic Complex CM, High Risk Maternity CM and Musculoskeletal CM)	\$ 6.19	pepm



## Agenda Item (VIII-E-1)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-1)
Subject	Construction Management Services Agreement for Student Services Building with Bernards Builders Management Services
College/District	Riverside
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees: 1) approve using Construction Management Multiple Prime contracting for the project; 2) approve the construction management services agreement with Bernards Builders Management Services in an amount not to exceed \$1,181,338.00

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### Background Narrative:

On April 17, 2012, the Board of Trustees approved the establishment of a project budget in the amount of \$32 million for the Student Services Building and ancillary projects located at the Riverside City College. The two ancillary projects; a Food Services 'Grab-n-Go' Facility, and site improvements at the Lovekin Parking/Tennis Complex will be presented to the Board separately.

Futhermore, on June 15, 2010, the Board of Trustees approved five (5) construction management firms for future District project assignments on an individual, as needed basis. Likewise, on October 8, 2012, interviews were held adding four (4) more firms to the approved list. The interview committee included Mr. Wyckoff (RCC), Dr. Bush (RCC), Dr. Isaac (RCC), Joy Chambers (RCC), Cecilia Alvarado (RCC), Jim Wurst (Architect), Orin Williams (RCCD), and John Baker (RCCD). The four companies interviewed were Tilden-Coil, Bernards Builders, Balfour Beatty, and C.W. Driver. Staff now recommends the Riverside City College Student Services Building (SSB) project, be delivered using Construction Management Multiple Prime (CMMP) contracting.

Based on their presentations and our knowledge of and experience with the companies, the unanimous choice of the interview committee was Bernards Builders. Therefore, staff recommends approval of a Construction Management Services Agreement with Bernards Builders Management Services at a fixed fee amount of \$1,181,338 for the SSB project at the Riverside City College. Services under this agreement would include management and oversight of bid preparation; cost estimating; construction execution; ensuring contractor compliance with bid drawings and specifications; code compliance; and compliance with Division of the State Architect requirements. 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:

[20121211\\_CM Agreement\\_Bernards](#)

## **CONSTRUCTION MANAGEMENT SERVICES** Student Services Building at Riverside City College

This Construction Management Services Agreement (“Agreement”) is made and entered into this 12<sup>th</sup> day of December, 2012 by and between Riverside Community College District (hereinafter “District”) and Bernards Builders Management Services (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Student Services Building Project located at Riverside City College, Riverside, California.

### **ARTICLE I** **CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES**

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et. Seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. The Construction Manager hereby designates the following individuals:

Kelvin Okino, Vice President, Management Services  
Rick Fochtman, Director of Preconstruction  
Jim Scates, General Superintendent  
Armando Ortega, Project Manager  
Butch Redfield, Sr. Project Superintendent

The designee’s are Construction Manager’s representatives to the Owner. Any substitution of the Construction Manager’s representatives shall be approved in writing by the Owner. Construction Manager shall provide the following services with respect to the Project.

#### **1.1 DESIGN PHASE.**

The services to be provided during the Design Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction

Management plan, the Construction Manager shall evaluate the local construction market, the District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements. The Master Project Schedule shall utilize the proposed completion date of November 14, 2014.

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Paragraph 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Projects, if any, and to suggest alternate bids in construction documents to adjust the construction costs to conform to the Project Budget.

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District upon request.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipate the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

A fixed limit has been established under Paragraph 2.2, the Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spreadsheet monthly or as required by the District.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District's property prior to the construction phase for the Project.

1.1.13 Office of Public School Construction and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the Office of Public School Construction ("OPSC"), Division of the State Architect and any other applicable public agencies.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

## **1.2 PLAN CHECK AND BIDDING PHASE.**

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.



1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Contract Documents:

- (a) The following bonding requirements:
  - (i) Performance bond at 100% of the contract amount.
  - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable SAB requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if

applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to SAB cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future does not represent 100% of the work and/or exceeds the SAB's standards (if applicable), the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. If any portion of the Project is anticipated to be State funded, Construction Manager shall only allow individual bid package category rebids as authorized by SAB policy.

In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.14 Analysis of Labor. The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

### **1.3 CONSTRUCTION PHASE.**

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after recording a Notice of Completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the Certificates of Insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contracts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract documents and this Agreement and within the Project Budget. The Construction Manager shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.3.7 Non-Conforming Work. The Construction Manager shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District's inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's

Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.3.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.3.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.

1.3.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion

of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute

change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.3.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.3.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.3.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.29 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the Notice of Completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.30 Warranty. The Construction Manager, shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.



## **1.4 TIME.**

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

## **ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES**

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

### **ARTICLE 3**

#### **CONSTRUCTION COST AND PROJECT BUDGET**

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be

approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, Notice of Completion, authorization to bid, award of contracts, etc.

3.6 Audit. Construction Manager shall maintain auditable books, records, documents, and other evidence pertaining to 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 Construction Manager disagree with any audit conducted by District, Construction Manager 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. Construction manager shall not be reimbursed by District for such an audit.

In the event Construction Manager does not make available its books and financial records at the location where they are normally maintained, Construction Manager agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

#### **ARTICLE 4**

#### **BASIS OF COMPENSATION AND PAYMENT**

District shall compensate Construction Manager for the services required hereunder, as follows:

#### **4.1 BASIC COMPENSATION FEE.**

- 4.1.1 Construction Manager's Services, as described in Article 1.1 shall be in the amount of \$145,556.00
- 4.1.2 Construction Manager's Services, as described in Article 1.2 shall be in the amount of: \$25,192.00
- 4.1.3 Construction Manager's Services, as described in Article 1.3 shall be in the amount of: \$937,300.00

#### **4.1.2 GENERAL CONDITIONS COSTS.**

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$73,290.00.

#### **4.2 PAYMENT**

##### **4.2.1 BASIC COMPENSATION PAYMENT:**

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice for the services set forth in Articles 1.1 and 1.2 in monthly increments.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 90% of the Construction Phase Fee (amount set forth in 4.1.3) in monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Construction Phase Fee 35 days after the District files the last Notice of Completion for the Project.

##### **4.2.2 GENERAL CONDITIONS PAYMENT.**

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

##### **4.3.2 PAYMENT OF INVOICES.**

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

#### **4.4 ADDITIONAL COMPENSATION.**

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra

compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following hourly rates for Construction Manager's employees:

Vice President/Project Executive	\$195.00
Chief Estimator	\$173.00
General Superintendent	\$169.00
Director of Pre-Construction/Sustainability	\$169.00
Senior Cost Estimator	\$156.00
Senior Project Superintendent	\$156.00
Senior Project Manager	\$156.00
Project Manager	\$127.00
Project Superintendent	\$127.00
Scheduler	\$115.00
Construction Manager	\$ 97.00
Project Engineer	\$ 80.00
Cost Estimator	\$ 78.00
Project Coordinator	\$ 51.00

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

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These support activities are set forth in the Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs exceed the fixed fee of \$73,290.00.

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

## **ARTICLE 6** **TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

### **6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.**

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for

failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following twenty-one (21) days prior written notice from District to Construction Manager.

## **6.2 CONTINUANCE OF WORK.**

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, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager'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.

## **6.3 ABANDONMENT OF A PROJECT.**

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

## **6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.**

In the event the District terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

## **6.5 DELIVERY OF DOCUMENTS.**

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

## **ARTICLE 7 INDEMNIFICATION**

**7.1** To the fullest extent permitted by law, and subject to the limitations of Civil Code §2782, Construction Manager agrees to indemnify, defend and hold Owner, its board members, employees, and officers harmless from all liability arising out of:

(a) Workers' Compensation and Employers Liability. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) General Liability. Liability for damages for (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 Construction Manager or the District, or any person, firm or corporation employed by the Construction Manager 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 contractor's who are directly employed by the District;

(c) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, 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.

## 7.2 Duty to Defend.

7.2.1 The Construction Manager, at Construction Manager's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its board members, officers, or employees, on account of or founded upon any of the causes, damages or injuries identified in Article 7, Section 7.1 above and shall pay or satisfy any judgment that may be rendered against the District, its officers or employees in any actions, suit or other proceedings as a result thereof.

7.3 Duration of the Indemnity Contract. The indemnify contract described in Article 7 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

## **ARTICLE 8** **SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST**

8.1 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

8.4 Conflict of Employment. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence



and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

**ARTICLE 9**  
**APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any State funding for the Project, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

**ARTICLE 10**  
**CONSTRUCTION MANAGER NOT AN OFFICER**  
**OR EMPLOYEE OF DISTRICT**

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

**ARTICLE 11**  
**INSURANCE**

11.1 The Construction Manager 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 Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a 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 Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive 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 \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 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 Construction Manager 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. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District Certificates of Insurance as evidence of compliance with the requirements herein. In the event Construction Manager 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 an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

**ARTICLE 12**  
**EXTENT OF AGREEMENT**

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager for this Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager.

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

DISTRICT:

Bernards Builders Management Services

Riverside Community College District

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

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

Kelvin Okino  
Vice President, Management Services  
3633 E. Inland Empire Blvd, Ste. 860  
Ontario, CA 91764

James L. Buysse  
Vice Chancellor  
Administration and Finance

## EXHIBIT "A"

PROPOSED PROJECT SCHEDULE  
RIVERSIDE CITY COLLEGE  
STUDENT SERVICES / ADMINISTRATION BUILDING

### PROPOSED PROJECT SCHEDULE

Phase	Start Date	Completion Date
Construction Management Firm Selection and Programming/Validation	October 17, 2012	November 21, 2012
Schematic Design	November 26, 2012	December 21, 2012
RCC/RCCD Review	December 21, 2012	December 29, 2012
Design Development	December 31, 2012	February 1, 2013
RCC/RCCD Review	February 4, 2013	February 8, 2013
Construction Documents	February 11, 2013	May 24, 2013
DSA Review/ Approval and RCC/RCCD Review	May 27, 2013	October 11, 2013
Construction	November 11, 2013	November 14, 2014

## EXHIBIT "B"

### REIMBURSABLE EXPENSES

Reimbursable Expenses identified in the Construction Manager's General Conditions (page 27), shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item.

#### General Conditions (GC) Estimate

Refer to General Conditions, dated October 16, 2012, page 27 of this Agreement.

**Riverside Community College District**  
**Riverside City College**  
**Student Services/Administration Building Project**  
**Bernards' Fee Proposal (CM Multiple Prime)**



October 16, 2012

<b>Fee Proposal Summary</b>		Estimated Construction Cost	\$ 18,000,000
Description of Services	Preconstruction	Construction	Total
1. Preconstruction Phase Services	\$ 145,556		
2. Bid and Award Phase Services	\$ 25,192		
3. Construction Phase Services (Staffing)		\$ 937,300	
4. Construction Phase Services (General Conditions)		\$ 73,290	
<b>Subtotals</b>	<b>\$ 170,748</b> 0.95%	<b>\$ 1,010,590</b> 5.61%	
		<b>Total Fee Proposal</b>	<b>\$ 1,181,338</b> 6.56%

*Refer to attached pages for breakdown of costs.*



**Riverside Community College District**  
**Riverside City College**  
**Student Services/Administration Building Project**  
**Bernards' Fee Proposal (CM Multiple Prime)**

**PRECONSTRUCTION PHASE**  
October 16, 2012

Preconstruction Services	Vice President		Director of Precon		Project Manager		Sr. Project Superintendent		Scheduler		Chief Estimator		Sr. Cost Estimator		Cost Estimator		Totals	
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Percentage of Time (based on total hours) ***																		
Anticipated Preconstruction Phase (months):	14																	
Anticipated Construction Cost (dollars):	\$ 18,000,000																	
<b>1.0 Administrative</b>																		
1.1 Prepare Construction Management Plan	8	\$ 1,560	8	\$ 1,352	40	\$ 5,080	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	56	\$ 7,992
1.2 Recommend responsibility assignments	0	\$ -	0	\$ -	8	\$ 1,016	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,016
1.3 Attend Design Review Meetings	16	\$ 3,120	80	\$ 13,520	8	\$ 1,016	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	104	\$ 17,656
1.4 Prepare Bid Packages	4	\$ 780	0	\$ -	80	\$ 10,160	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	84	\$ 10,940
1.5 Prepare Monthly Status Reports	0	\$ -	0	\$ -	16	\$ 2,032	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,032
1.6 Coordinate District Moves/Temp Housing	0	\$ -	0	\$ -	8	\$ 1,016	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,016
1.7 Assist with OPSC/DISA/Agencies	0	\$ -	0	\$ -	8	\$ 1,016	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,016
<b>2.0 Cost</b>																		
2.1 Provide Project Budget	16	\$ 3,120	0	\$ -	4	\$ 508	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 3,628
2.2 Prepare detailed Cost Estimate	0	\$ -	16	\$ 2,704	8	\$ 1,016	0	\$ -	0	\$ -	8	\$ 1,384	16	\$ 2,496	160	\$ 12,480	208	\$ 20,980
2.3 Update and refine Cost Estimate (50%/90%)	0	\$ -	16	\$ 2,704	16	\$ 2,032	0	\$ -	0	\$ -	8	\$ 1,384	16	\$ 2,496	80	\$ 6,240	136	\$ 14,856
<b>3.0 Schedule</b>																		
3.1 Develop Master Project Schedule	0	\$ -	0	\$ -	16	\$ 2,032	0	\$ -	24	\$ 4,152	0	\$ -	0	\$ -	0	\$ -	40	\$ 6,184
<b>4.0 Plan Review</b>																		
4.1 Perform Constructability Review	4	\$ 780	16	\$ 2,704	80	\$ 10,160	40	\$ 6,920	0	\$ -	2	\$ 346	8	\$ 1,248	0	\$ -	150	\$ 22,158
4.2 Input on methods of construction (VE)	0	\$ -	16	\$ 2,704	8	\$ 1,016	16	\$ 2,768	0	\$ -	2	\$ 346	8	\$ 1,248	24	\$ 1,872	74	\$ 9,954
4.3 Commit on coordination of disciplines	0	\$ -	16	\$ 2,704	8	\$ 1,016	8	\$ 1,384	0	\$ -	2	\$ 346	8	\$ 1,248	0	\$ -	42	\$ 6,698
4.4 Coordination of information flow	0	\$ -	16	\$ 2,704	16	\$ 2,032	0	\$ -	0	\$ -	2	\$ 346	8	\$ 1,248	0	\$ -	42	\$ 6,330
<b>Personnel Totals</b>	48	\$ 9,360	184	\$ 31,096	324	\$ 41,148	64	\$ 11,072	24	\$ 4,152	24	\$ 4,152	64	\$ 9,984	264	\$ 20,592	996	\$ 131,556
<b>General Conditions (Direct Cost - No mark-ups)</b>																		\$ 14,000
<b>TOTAL FEE PROPOSAL</b>																		\$ 145,556



**BID AND AWARD PHASE**

October 16, 2012

**Riverside Community College District  
Riverside City College  
Student Services/Administration Building Project  
Bernards' Fee Proposal (CM Multiple Prime)**

Bid and Award Services	Vice President Kelvin Okino		Director of Precon Rick Pochman		Project Manager Armando Ortega		Sr. Project Superintendent Butch Redfield		Scheduler Denny Heich		Chief Estimator Andy Buark		Sr. Cost Estimator Greg Meade		Cost Estimator Bryan Toledo		Totals			
	Hours	Rate: \$	Hours	Rate: \$	Hours	Rate: \$	Hours	Rate: \$	Hours	Rate: \$	Hours	Rate: \$	Hours	Rate: \$	Hours	Rate: \$	Hours	Rate: \$		
Percentage of Time (based on total hours) ***** 2																				
Anticipated Bid and Award Phase (months):																				
Anticipated Construction Cost (dollars):		\$ 18,000,000																		
<b>1.0 Administrative</b>																				
1.1 Develop Bidding Procedures	0	\$ -	0	\$ -	8	\$ 1,352	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,352
1.2 Administer Prequalification of Contractors	4	\$ 780	0	\$ -	16	\$ 2,704	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 3,484
1.3 Assist with Public Information	4	\$ 780	0	\$ -	4	\$ 676	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,456
1.4 Generate Bidder Interest	0	\$ -	0	\$ -	24	\$ 4,056	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 4,056
1.5 Coordinate Bid Advertisements	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
1.6 Prepare and Expedite Bid Documents	0	\$ -	0	\$ -	16	\$ 2,704	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,704
1.7 Conduct Pre-Bid Conferences	0	\$ -	0	\$ -	8	\$ 1,352	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,352
1.8 Coordinate Bidder Inquiries	0	\$ -	0	\$ -	16	\$ 2,704	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,704
1.9 Review of Addenda	0	\$ -	0	\$ -	8	\$ 1,352	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,352
1.10 Submit Bid Phase Summary	0	\$ -	0	\$ -	8	\$ 1,352	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,352
1.11 Evaluate Bids	0	\$ -	0	\$ -	8	\$ 1,352	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,352
1.12 Re-Bid (if necessary)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
1.13 Schedule procure of materials/equipment	0	\$ -	0	\$ -	8	\$ 1,352	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,352
1.14 Analyze Labor	0	\$ -	0	\$ -	4	\$ 676	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 676
<b>Personnel Totals</b>	8	\$ 1,560	0	\$ -	128	\$ 21,632	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	136	\$ 23,192
<b>General Conditions (Direct Cost - No mark-ups)</b>																				
<b>TOTAL FEE PROPOSAL</b>																				
<b>\$ 25,192</b>																				

**Riverside Community College District**  
**Riverside City College**  
**Student Services/Administration Building Project**  
**Bernards' Fee Proposal (CM Multiple Prime)**



Construction Phase - General Conditions				Duration:	13	Months
Staffing		% of Total	Rate	Hours/Mo.	Months	Costs
Vice President	Kelvin Okino	1.0%	\$ 195	7	13	\$ 17,745
General Superintendent	Jim Scates	1.0%	\$ 169	7	13	\$ 15,379
Project Manager	Armando Ortega	24.5%	\$ 127	168	13	\$ 277,368
Sr. Superintendent	Butch Redfield	24.5%	\$ 156	168	13	\$ 340,704
Project Engineer	to be determined	24.5%	\$ 80	168	13	\$ 174,720
Project Coordinator	to be determined	24.5%	\$ 51	168	13	\$ 111,384
<b>Total</b>						\$ 937,300

Staff Services/Insurance	Rate per Month	Months	Costs
Temporary Field Office (including restroom)	\$ 750	13	\$ 9,750
Office Equipment and Furniture	\$ 250	13	\$ 3,250
Office Supplies	\$ 300	13	\$ 3,900
Postage/Delivery	\$ 200	13	\$ 2,600
Computers and Software	\$ 800	13	\$ 10,400
Information Technology Maintenance and Support	\$ 150	13	\$ 1,950
Telephones, Fax, Cellphones	\$ 200	13	\$ 2,600
Water/Water Cooler	\$ 100	13	\$ 1,300
Copier	\$ 350	13	\$ 4,550
Document Reproduction	\$ 50	13	\$ 650
Fire Equipment, Hard Hats, First Aid	\$ 20	13	\$ 260
Safety Supervision and Inspection	\$ 150	13	\$ 1,950
Photographs/Video	\$ 10	13	\$ 130
General Liability Insurance	\$ 473	13	\$ 6,150
Professional Liability Insurance	\$ 1,835	13	\$ 23,850
<b>Totals (Direct Cost - No mark-ups)</b>		\$ 5,638	\$ 73,290

Construction Phase - General Requirements	Description
<b>Project and Site Facilities</b>	
Field Equipment/Storage Containers	By Prime Contractors
OHSA Requirements (shade, drinking water, first aid, PPE, etc.)	By Prime Contractors
Temporary Site Fencing, Barricades and Walkways	By Prime Contractors
Temporary Roads and Maintenance	By Prime Contractors
Worker Parking/Shuttle Costs	By Prime Contractors
Temporary Toilets and Handwash Facilities	By Prime Contractors
Temporary Job Signage and Project Sign	By Prime Contractors
Trash Dumpsters and Service	By Prime Contractors
Storm Water Pollution Prevention Plan (SWPPP)	By Prime Contractors
Dust Protection and Control	By Prime Contractors
Progressive Clean-up, 5-man days per week	By Prime Contractors
Final Clean-up	By Prime Contractors
Utility Connection Fees and Permits	By Prime Contractors
Material Testing and Special Inspection	By RCCD
Geotechnical Monitoring	By RCCD
<b>Temporary Utilities</b>	
Temporary Electrical Power, Lighting and Spider Boxes	By Prime Contractors
Monthly Electrical and Water Bill	By Prime Contractors
Temporary Sewer Connection	By Prime Contractors

Construction Management: Multiple Prime

Construction Management Services | Riverside CCD SSA Project | 4

**Riverside Community College District**  
**Riverside City College**  
**Student Services/Administration Building Project**  
*Bernards' Fee Proposal (CM Multiple Prime)*



Hourly Rates	
Position	2012/13 Rates*
Vice President	\$ 195.00
Chief Estimator	\$ 173.00
General Superintendent	\$ 169.00
Director of Pre-Construction/Sustainability	\$ 169.00
Senior Cost Estimator	\$ 156.00
Senior Project Superintendent	\$ 156.00
Senior Project Manager	\$ 156.00
Project Manager	\$ 127.00
Project Superintendent	\$ 127.00
Scheduler	\$ 115.00
Construction Manager	\$ 97.00
Project Engineer	\$ 80.00
Cost Estimator	\$ 78.00
Project Coordinator	\$ 51.00

\* Rates increase 4% each July 1st, subject to approval by District.





## Agenda Item (VIII-E-2)

Meeting	12/11/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-2)
Subject	Professional Services Agreement for ADA Transition Plan Implementation (Phase I) Project at Riverside City College with Inland Inspections and Consulting
College/District	Riverside
Funding	District Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve the agreement with Inland Inspections and Consulting in the amount of \$129,960.

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### Background Narrative:

The Board of Trustees approved on September 1, 2010, a project budget in the amount of \$6,360,000 using District Measure C Funds (Resource 4160) for the ADA Transition Plan Implementation, Phase I.

Staff now recommends approval of the attached professional services agreement with Inland Inspections and Consulting for a total amount not to exceed \$129,960 for all DSA Inspection Services for the ADA Transition Plan Implementation (Phase I) project at Riverside City College.

Services under this agreement are based on a review of Division of the State Architect (DSA) approved plans and specifications, and would include all on-site DSA required Inspector of Record (IOR) services and District Specialty and Quality Control inspections.

The proposed 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  
Bart Doering, Director, Construction  
Calvin Belcher, Project Manager

### Attachments:

[20121211\\_Agreement\\_Inland Inspections and Consulting](#)

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

**And**

**INLAND INSPECTIONS & CONSULTING**

THIS AGREEMENT is made and entered into on the 12<sup>th</sup> day of December, 2012, by and between INLAND INSPECTIONS & CONSULTING hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College District’s Riverside City College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from December 12, 2012, to the estimated completion date of December 31, 2013, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$129,960.00 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Consultant hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use

which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified and defended against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning and Development, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon adjudicated any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such actual negligence, recklessness or willful misconduct and only in proportion thereto. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such actual negligence, recklessness, or willful misconduct and only in proportion thereto. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain insurance coverage as follows:

Comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;

Professional liability/errors and omission insurance in the amount of \$1,000,000; and

Workers' Compensation insurance in accordance with the laws of the State of California.

Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of 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. Consultant 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.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District. Any and all local, state or federal taxes

that would be associated with the payment under this Agreement is to be paid solely by Consultant.

14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Inland Inspections & Consulting

Riverside Community College District

\_\_\_\_\_  
Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd., Ste. 4  
Riverside, CA 92508

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

*Project:* ADA Transition Plan Implementation Phase I

*College:* Riverside City College

*Scope of Work:*

Based on a review of DSA approved plans and specifications.

*Compensation:*

Riverside City College  
Project Inspector – 1520 hours @ \$85.50 per hour

***Total Compensation*** **\$129,960.00**

*Overtime Rates:*

Normal hours: eight hours Monday-Friday, excluding any Holiday

Overtime hours: first 4 overtime hours Monday-Friday, excluding any Holiday  
(1 ½ x hourly rate) first 12 hours on Saturday, excluding any Holiday

Double-time hours: all hours over 12 on Monday-Saturday  
(2 x hourly rate) all hours on Sunday or Holiday



## Agenda Item (IX-A-1)

Meeting	12/11/2012 - Regular
Agenda Item	Administrative Reports (IX-A-1)
Subject	District Academic Calendar 2013-2014
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the proposed academic calendar for 2013-2014.

---

### Background Narrative:

Presented for the Board's review and consideration is the proposed District calendar for 2013-2014. The calendar has been developed in accordance with Article IX of the agreement between the District and the RCCD Faculty Association CCA/CTA/NEA. The proposed calendar has summer, fall, winter and spring sessions.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Sylvia Thomas, Associate Vice Chancellor, Educational Services

### Attachments:

[Final Academic Calendar 2013-2014\\_Rev3 Attachment.pdf](#)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Academic Calendar**  
**2013 - 2014**

June 2013						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2013						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2013						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2013						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2013						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2013						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2013						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2014						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	




February 2014						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2014						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					




April 2014						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



May 2014						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31


June 2014						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

-  Required Day for New Faculty Aug. 20
-  FLEX Days  
Fall: August 21, 22 & 23
-  FLEX Day  
Spring: February 7

-  Summer Session 2013  
June 17 - July 27 (6 weeks)
-  Fall 2013  
August 26 - December 14  
Weekend Classes - Aug 31 - Dec 14
-  Winter Intersession 2014  
January 6 - February 13

-  Legal Holiday/Day of Observance
-  Commencement June 12
-  Part-time Faculty Orientation to be arranged by College

-  Final Exams
-  Classes Not in Session

-  Spring 2014  
February 18 - June 12  
Weekend Classes - Feb. 22 - June 8





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## Agenda Item (IX-B-1)

Meeting 12/11/2012 - Regular  
Agenda Item Administrative Reports (IX-B-1)  
Subject Update on Accreditation for Riverside City College  
College/District Riverside  
Information Only

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### **Background Narrative:**

President Cynthia Azari will present on Riverside City College's progress in preparation of the 2014 accreditation visit.

Prepared By: Cynthia Azari, President, Riverside City College

### **Attachments:**

[RCC Accreditation Update](#)



Riverside City College

# ACCREDITATION UPDATE

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# MAY 2012

- ✿ 105 participants
- ✿ Accreditation process
- ✿ Accreditation Standards
- ✿ Importance of evidence

## ORGANIZATIONAL MEETING

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# WORK GROUPS

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⌘ Steering Committee

⌘ Nine Teams

- 68 Faculty Members
- 34 Classified Staff
- 25 Managers
- 09 Students
- Working with District Office regarding Standard IVB

# TIMELINE

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- ❑ First draft due by December 15
- ❑ Editing – January
- ❑ Spring Retreat
- ❑ Final draft preparation – Summer
- ❑ Final draft to Board of Trustees – Fall 2013
- ❑ Mock Visit – February 2014
- ❑ Visit – March 2014



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## Agenda Item (IX-B-2)

Meeting 12/11/2012 - Regular  
Agenda Item Administrative Reports (IX-B-2)  
Subject Update on Accreditation for Norco College  
College/District Norco  
Information Only

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### **Background Narrative:**

President Paul Parnell will present on Norco College's progress in preparing for the accreditation visit in March 2014.

Prepared By: Paul Parnell, President, Norco College

### **Attachments:**

[Norco College Accreditation Update](#)






# Accreditation Update

Presentation to the Board of Trustees  
December 11, 2012  
Dr. Paul Parnell, President

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## Accrediting Commission for Community and Junior Colleges (ACCJC) Accreditation Standard

- Standard IV: Leadership and Governance
  - B. Board and Administrative Organization
    - i. The governing board is informed about and involved in the accreditation process.


# **Informing the Board of Trustees**



- 
- Fall 2011- Mapped strategic planning committees to ACCJC Standards
  - Spring 2012 - Accreditation Steering Committee co-chairs and members aligned to existing planning committees
  - Spring 2012 – Orientation meeting; resource notebooks provided to each member

## **Preparing for Accreditation**

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- 
- Fall 2012 – Accreditation Retreat for Steering Committee
  - Oct. 26 – First rough draft submitted to Dr. Flick and Dr. Dieckmeyer
  - Nov. 9 – Drafts returned to writers with feedback
  - End of fall term – drafts resubmitted for review
  - Sharepoint site established to house drafts and documents

## **Doing the Work**

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Diane Dieckmeyer, Accreditation Liaison Officer and Committee Co-Chair  
 Arend Flick, Committee Co-Chair

Institutional Mission & Effectiveness	Student Learning Programs & Services	Resources	Leadership & Governance
Dominique Hitchcock, Chair Greg Aycock, Chair Mark Lewis Nicole Ramirez Briana Boykin Gail Zwart James Truitt (student)	<u>Instructional Programs</u> Sheryl Tschetter, Chair Carol Farrar, Chair Peggy Campo Jim Thomas Kevin Fleming Margarita Shirinian Wendi Alcazar <u>Student Support Services</u> John Moore, Chair Debbie DiThomas, Chair Hortencia Cuevas Patti Brusca Monica Green Dimitrios Synodinos <u>Library and Learning Support Services</u> Vivian Harris, Chair Damon Nance, Chair Melissa Bader Maria Maness Thomas Truitt (student)	Jan Muto, Chair David Bobbitt, Chair <u>Human Resources</u> Hetal Petal Koji Uesugi Mark DeAsis <u>Physical Resources</u> Linda Wright Phu Tran Steve Monsanto <u>Technology Resources</u> John Coverdale Jefferson Tiangco Dan Lambros <u>Financial Resources</u> David Bobbitt Linda Wright Tom Wagner	Sharon Crasnow, Chair Natalie Aceves, Chair Lyn Greene Sarah Burnett Debra Creswell Shauna Winn Gustavo Ocegueda

# Steering Committee Members



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## Agenda Item (IX-B-3)

Meeting 12/11/2012 - Regular  
Agenda Item Administrative Reports (IX-B-3)  
Subject Update on Accreditation for Moreno Valley College  
College/District Moreno Valley  
Information Only

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### **Background Narrative:**

President Sandra Mayo will present on the Moreno Valley College's progress in preparation for the 2014 accreditation visit.

Prepared By: Sandra Mayo, President, Moreno Valley College

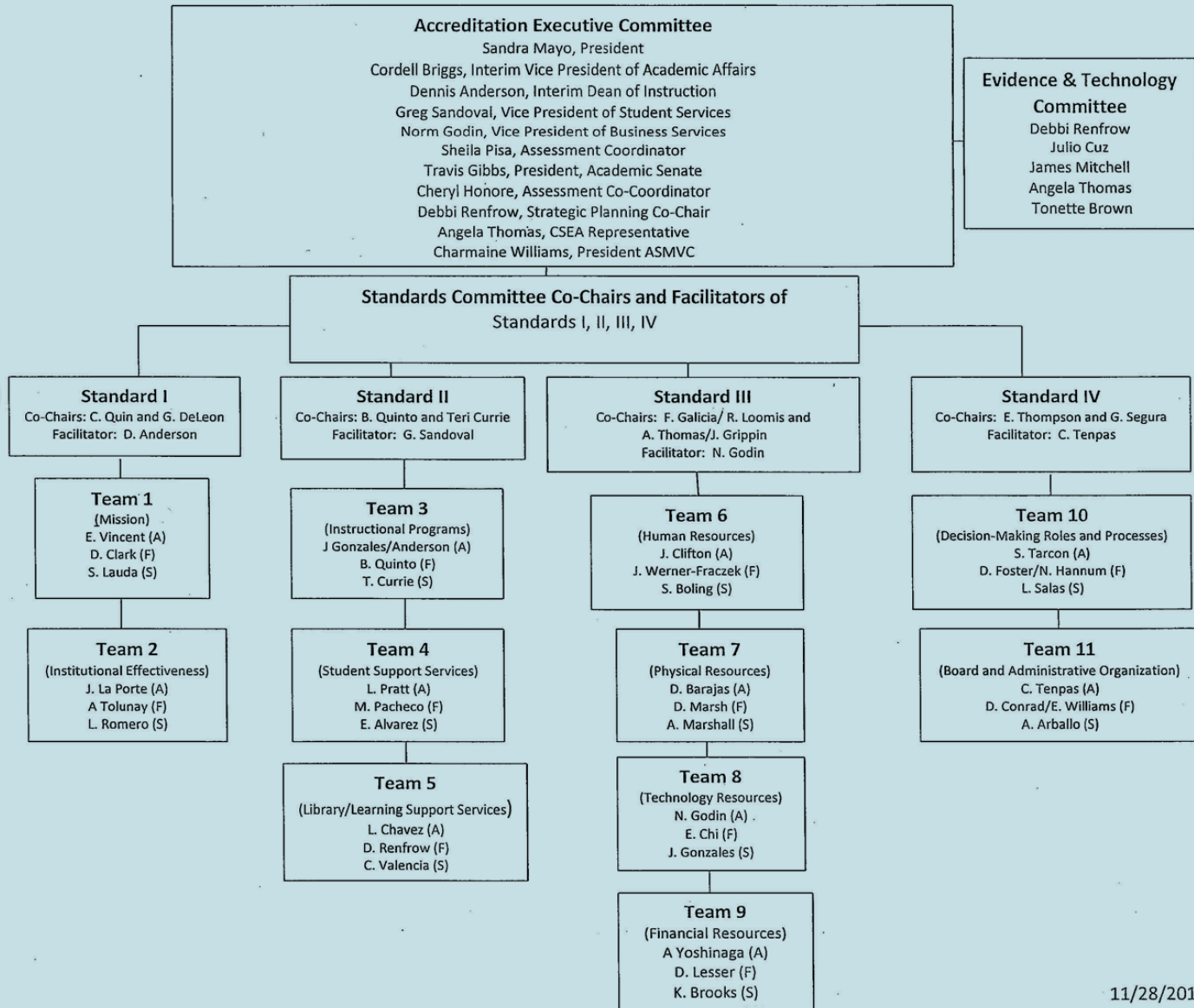
### **Attachments:**

[MV College's Accreditation Update to Board \(12/12\)](#)



# *Moreno Valley – Accreditation Update*

# Accreditation Organization



## **TIME LINE**

- *Fall 2012 Recruit Teams and Collect Evidence*
  - *11 Teams*
  - *Accreditation Documentation moved to Internet*
- *January 2013 - Develop Rough Draft of Self Evaluation – Description*
  - *Identify College issues, resolve what we can*
- *February 8 - Flex Day – College Wide Self Evaluation Rewrite*
  - *Review of Evidence, identify needs*
  - *Draft of Evaluation of how standard is met*
  - *Develop planning agendas*
  - *Identify College issues, resolve what we can*
- *March 2013 – College Wide Review of Self Evaluation Draft*
  - *Review for consistency*
  - *Review of Improvement Plan Items – compare with prior documents*

## TIME LINE CONTINUED

- *April/May 2013 – Prioritize Improvement Plan Items*
  - *Determine Planning agenda items for Self-Eval, parking lot*
  - *Continue to path to meeting standards*
- *Summer 2013 – Edit for One Voice*
- *August/September 2013 – College Wide Review and final input*
  - *Sign Off*
    - *Academic Senate*
    - *Associated Students*
    - *Unions*
    - *ALO and President*
  - *Final Draft to Board of Trustees*





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## Agenda Item (XII-A)

Meeting 12/11/2012 - Regular

Agenda Item Business From Board Members (XII-A)

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	12/11/2012 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator, District Representative: Ray Maghroori; Employee Organization: Riverside Community College District Faculty Association CCA/CTA/NEA
College/District	District
Funding	
Recommended Action	To Be Determined

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### Background Narrative:

None

Prepared By: Greg Gray, Chancellor

### Attachments:



## Agenda Item (XIII-B)

Meeting	12/11/2012 - Regular
Agenda Item	Closed Session (XIII-B)
Subject	Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator, District Representative: Melissa Kane; Employee Organization: Riverside Community College District Employees Chapter #535 CSEA
College/District	District
Funding	
Recommended Action	To Be Determined

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### **Background Narrative:**

None

Prepared By: Greg Gray, Chancellor

### **Attachments:**



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## Agenda Item (XIII-C)

Meeting	12/11/2012 - Regular
Agenda Item	Closed Session (XIII-C)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	
Recommended Action	To Be Determined

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### Background Narrative:

None

Prepared By: Greg Gray, Chancellor

### Attachments: