



**Board of Trustees - Regular Meeting  
Tuesday, March 18, 2014 6:00 PM  
Moreno Valley College, Student Academic  
Services, General Assembly Room #121, 16130  
Lasselle Street, Moreno Valley, CA 92551**

**ORDER OF BUSINESS**

**Pledge of Allegiance**

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

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

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

**I. COMMENTS FROM THE PUBLIC**

*Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Due to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.*

**II. APPROVAL OF MINUTES**

- A. [Minutes of the Board of Trustees Regular/Committee Meeting of February 4, 2014](#)  
*Recommend approving the February 4, 2014 Board of Trustees Regular/Committee meeting minutes as prepared.*
- B. [Minutes of the Board of Trustees Regular Meeting of February 18, 2014](#)  
*Recommend approving the February 18, 2014 Board of Trustees Regular meeting minutes as prepared.*
- C. [Minutes of the Board of Trustees Special Meeting of February 25, 2014](#)  
*Recommend approving the February 25, 2014 Board of Trustees Special meeting minutes as prepared.*

**III. PUBLIC HEARING (NONE)**

**IV. CHANCELLOR'S REPORTS**

- A. [Chancellor's Communications](#)  
*Information Only*
- B. [Presentation on Moreno Valley College Writing and Reading Center Conversion](#)  
*Information Only*
- C. [Five to Thrive Presentation Led by Dr. Natalie Mann, Associate Faculty, Music](#)  
*Information Only*
- D. [Health Care Update](#)  
*Information Only*

- E. [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 \$1,166,958 and District Warrant Claims totaling \$5,703,683.*
    - 2. Budget Adjustments
      - a. [Budget Adjustments](#)  
*Recommend approving the budget transfers as presented.*
    - 3. Resolution(s) to Amend Budget
      - a. [Resolution No. 33-13/14 – 2013-2014 TriTech SBDC 2014 Cooperative Agreement](#)  
*Recommend approving the resolution and adding the revenue and expenditures of \$276,864 to the budget.*
      - b. [Resolution No. 34-13/14 – 2013-2014 CalWORKs Program](#)  
*Recommend approving the resolution and adding the revenue and expenditures of \$50,000 to the budget.*
    - 4. Contingency Budget Adjustments (None)
    - 5. Bid Awards (None)
    - 6. Grants, Contracts and Agreements
      - a. [Contracts and Agreements Report Less than \\$84,100 – All District Resources](#)  
*Recommend ratifying contracts totaling \$411,343.*
      - b. [Agreement for Financial Aid Disbursement Services between Riverside Community College District and Higher One, Inc.](#)  
*Recommend ratifying the Service Agreement between the Riverside Community College District and Higher One, Inc. for financial aid disbursement services.*
    - 7. [Out-of-State Travel](#)  
*Recommend approving out-of-state travel.*
    - 8. Other Items
      - a. [Surplus Property](#)  
*Recommend 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.*
      - b. [Notices of Completion](#)  
*Recommend accepting the projects listed on the attachment as complete, and approving the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).*
- VII. CONSENT AGENDA INFORMATION
  - A. [Monthly Financial Report for Month Ending – February 28, 2014](#)  
*Information Only*
- VIII. BOARD COMMITTEE REPORTS
  - A. Governance (None)
  - B. Teaching and Learning (None)

- C. Planning and Operations (None)
  - D. Resources
    - 1. [Adoption of Resolution No. 30-13/14 Designating Certain Products, Brands, and Services as District Standards](#)  
*Recommend adopting Resolution Number 30 - 13/14 Designating Certain Products, Brands, and Services as District Standards for equipment and installation into District buildings as permitted by Public Contract Code §3400(c).*
    - 2. [Self-Funded RCCD Health Plan \(PPO\) Language Clarification Changes and Funding Increase not to exceed \\$85,000 \(\\$73,000 to the General Fund\)](#)  
*Recommend approving the language clarification changes to the Self-Funded RCCD Health Plan (PPO) and the associated funding of not to exceed \$85,000 (\$73,000 to the General Fund)*
    - 3. [Adoption of Resolution No. 32-13/14 – Authorizing the Issuance of 2014 General Obligation Refunding Bonds](#)  
*Recommend adopting the Resolution No. 32-13/14 authorizing the issuance and sale of 2014 General Obligation Refunding Bonds and the refunding of the District's Series 2004A General Obligation Bonds.*
  - E. Facilities
    - 1. [Pre-qualification List of Firms for Soils Testing Services](#)  
*Recommend approving the following six (6) firms for eligibility for hire on an individual basis as needed to execute projects: 1) CHJ Consultants; 2) GeoTek, Inc.; 3) Group Delta Consultants, Inc.; 4) Koury Engineering and Testing, Inc.; 5) Leighton Consulting, Inc.; and 6) Rincon Consultants, Inc.*
    - 2. [Pre-qualification List of Firms for Special Inspection and Materials Testing Services](#)  
*Recommend approving the following ten (10) firms for eligibility for hire on an individual basis as needed to execute projects: 1) Smith-Emery Laboratories, Inc.; 2) Group Delta Consultants, Inc.; 3) Koury Engineering & Testing, Inc.; 4) Southwest Inspection & Testing, Inc.; 5) MTGL, Inc.; 6) Inland Foundation Engineering, Inc.; 7) CHJ Consultants; 8) Ninyo and Moore; 9) River City Testing; and 10) GeoTek, Inc.*
- IX. ADMINISTRATIVE REPORTS
- A. Vice Chancellors
    - 1. [Resolution No. 31-13/14 Resolution Recognizing Classified School Employees Week](#)  
*Recommend adopting Resolution No. 31-13/14 and designating the week of May 19th through 23rd, 2014 as Classified School Employee Week.*
  - B. Presidents
- X. ACADEMIC SENATE REPORTS
- A. Moreno Valley College
  - B. Norco College
  - C. Riverside City College/Riverside Community College District
- XI. BARGAINING UNIT REPORTS
- A. CTA - California Teachers Association
  - B. CSEA - California School Employees Association
- XII. BUSINESS FROM BOARD MEMBERS
- A. [California Community College Trustees \(CCCT\) Board of Directors Election - 2014](#)  
*Recommend voting to fill the vacancies on the CCCT Board.*

- B. 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, Public Employee Discipline/Dismissal/Release  
*Recommended Action to be Determined.*
  - B. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation Title: Interim Chancellor  
*Recommended Action to be Determined.*
- XIV. ADJOURNMENT



## Agenda Item (II-A)

Meeting	3/18/2014 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of February 4, 2014
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:

Recommended approving the February 4, 2014 Board of Trustees Regular/Committee meeting minutes as prepared.

Prepared By: Cynthia Azari, Interim Chancellor  
Denise Terrazas, Executive Admin. Asst., Chancellor's Office/Board of Trustees

### Attachments:

[020414\\_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 FEBRUARY 4, 2014

President Blumenthal called the Board of Trustees meeting to order at 6:00 p.m., in the Bradshaw Building, Hall of Fame at Riverside City College, 4800 Magnolia Avenue, Riverside, California

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President  
Janet Green, Vice President  
Nathan Miller, Secretary  
Mary Figueroa, Board Member  
Sam Davis, Board Member  
Jared Snyder, Student Trustee

Staff Present

Dr. Cynthia E. Azari, Interim Chancellor  
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services  
Dr. Robin Steinback, Interim Vice Chancellor, Educational Services, Workforce Development and Planning  
Dr. Vicki Nicholson, Interim Vice Chancellor, Diversity and Human Resources  
Dr. Wolde-Ab Isaac, Interim President, Riverside City College  
Dr. Sandra Mayo, President, Moreno Valley College  
Dr. Paul Parnell, President, Norco College  
Ms. Chris Carlson, Chief of Staff and Facilities Development  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations  
Ms. Sylvia Thomas, Associate Vice Chancellor, Educational Services  
Mr. Raj Bajaj, Dean, Educational Services  
Mr. David Torres, Dean, Institutional Research and Planning

Student Trustee Jared Snyder led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

CHANCELLOR'S REPORT

Dr. Nicholson relayed that the Benefits Committee has not met since the last meeting. The committee continues resolving issues of concern relating to benefits, the prescription drug program, and the subject of grandfathering/non-grandfathering status. The voluntary vision plan is scheduled to begin in March.

Update on Health Benefits

The Governance Chair Virginia Blumenthal convened the meeting at 6:07 p.m. Committee members in attendance: Dr.

GOVERNANCE

Cynthia Azari, Interim Chancellor; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College); CTA Representative: Dr. Dariush Haghghat; Confidential Representative: Ms. Martha Arellano and Management Representative: Ms. Tenisha James.

Dr. Steinback presented on the role of the governing board in accreditation. RCCD and the colleges will be visited by accreditation teams who will evaluate and determine compliance with standards, policies and eligibility requirements through their review of the college self-evaluation reports. Discussion followed.

Presentation on the Role of the Governing Board in Accreditation

The committee adjourned the meeting at 6:28 p.m.

Adjourned

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 6:28 p.m. Committee members in attendance: Dr. Robin Steinback, Interim Vice Chancellor, Educational Services, Workforce Development and Planning; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College); CTA Representative: Mr. John Sullivan; Confidential Representative: Ms. Martha Arellano.

TEACHING AND LEARNING

Ms. Thomas, Mr. Torres and Mr. Bajaj gave an informational presentation on the purpose of the fact book, and how the data is used. Discussion followed.

Open Campus Distance Education Fact Book 2013

Ms. Thomas, Mr. Torres and Mr. Bajaj gave an informational presentation on the purpose of the fact book, and how the data is used. Discussion followed.

Moreno Valley College Fact Book 2013

Ms. Thomas, Mr. Torres and Mr. Bajaj gave an informational presentation on the purpose of the fact book, and how the data is used. Discussion followed.

Norco College Fact Book 2013

Ms. Thomas, Mr. Torres and Mr. Bajaj gave an informational presentation on the purpose of the fact book, and how the data is used. Discussion followed.

Riverside City College Fact Book 2013

The committee adjourned the meeting at 6:56 p.m.

Adjourned

The Resources Committee Chair Janet Green convened the meeting at 6:56 p.m. Committee members in attendance: Mr. Aaron Brown, Vice Chancellor, Business and Finance; Dr. Vicki Nicholson, Interim Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College); CTA Representative: Dr. Rhonda Taube; Confidential Representative: Ms. Martha Arellano; Management Representative: Ms. Beth

RESOURCES COMMITTEE

Gomez.

Mr. Brown provided an update on the Governor's Budget Proposal for 2014-2015. Discussion followed.

Presentation for FY 2014-15  
Governor's Budget Proposal

The committee adjourned the meeting at 7:51 p.m.

Adjourned

The Facilities Committee Chair Nathan Miller convened the meeting at 7:51 p.m. Committee members in attendance: Ms. Chris Carlson, Chief of Staff and Facilities Development; Academic Senate Representative: Dr. Travis Gibbs (Moreno Valley College); ASRCCD Representative: Mr. Brennan Gonerig; CTA Representative: Dr. Rhonda Taube and Confidential Representative: Ms. Martha Arellano.

FACILITIES COMMITTEE

Dr. Mayo led the Committee in the review of Agreement Amendment 2 with PALid Studio in the amount of \$8,204, with an extension of time to April 30, 2014. Discussion followed.

Agreement Amendment 2 for  
Moreno Valley College Phase III  
Student Academic Services  
Facility with PALid Studio

The committee adjourned the meeting at 7:55 p.m.

Adjourned

The Board adjourned the meeting in at 7:55 p.m.

ADJOURNMENT





## Agenda Item (II-B)

Meeting	3/18/2014 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Regular Meeting of February 18, 2014
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:

Recommended approving the February 18, 2014 Board of Trustees Regular meeting minutes as prepared.

Prepared By: Cynthia Azari, Interim Chancellor  
Denise Terrazas, Executive Admin. Asst., Chancellor's Office/Board of Trustees

### Attachments:

[021814\\_MIN](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF FEBRUARY 18, 2014

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:00 p.m., in O. W. Noble Building, AD122 Riverside City College 4800 Magnolia Avenue, Riverside, California

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President  
Janet Green, Vice President  
Nathan Miller, Secretary (arrived at 7:30 p.m.)  
Mary Figueroa, Board Member  
Sam Davis, Board Member  
Jared Snyder, Student Trustee

Staff Present

Dr. Cynthia Azari, Interim Chancellor  
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services  
Dr. Vicki Nicholson, Interim Vice Chancellor, Diversity and Human Resources  
Dr. Robin Steinback, Interim Vice Chancellor, Educational Services,  
Workforce Development & Planning  
Dr. Wolde-Ab Isaac, Interim President, Riverside City College  
Dr. Sandra Mayo, President, Moreno Valley College  
Dr. Paul Parnell, President, Norco College  
Ms. Chris Carlson, Chief of Staff and Facilities Development  
Mr. Robert Schmidt, Sr. Public Affairs Officer  
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley College  
Dr. Lyn Greene, Academic Senate Representative, Norco College  
Mr. Lee Nelson, Academic Senate Representative, District and Riverside City College  
Dr. Dariush Haghghat, President, CTA  
Mr. Gustavo Segura, Past President, CSEA  
Dr. Shelagh Camak, Vice President, Workforce and Resource Development,  
Riverside City College  
Dr. Ward Schinke, Associate Professor, Political Science, Riverside City College  
Mr. Gary Locke, Associate Professor, Music, Riverside City College  
Mr. Ervin Slavick, Associate Faculty, Political Science  
Mr. Michael Simmons, Director, Risk Management

Guests Present

Ms. JoDee Slyter, Director, Adult Education, Corona/Norco Unified School District  
Ms. Debra Yorba, Senior Vice President, Keenan & Associates

Student Trustee Jared Snyder led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Student Brennan Gonering requested increased hours for RCC's Reading and Writing Center hourly employees.

PUBLIC COMMENT

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

MOTION TO EXCUSE TRUSTEES' ABSENCE

Green/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of January 14, 2014. Motion carried. (4 ayes, 1 absent [Miller])

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF JANUARY 14, 2014

Green/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of January 21, 2014. Motion carried. (4 ayes, 1 absent [Miller])

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF JANUARY 21, 2014

CHANCELLOR'S REPORTS

Presentations

The presentation on the Model United Nations team was provided by Dr. Schinke, Dr. Haghghat and Mr. Slavick. The team recently returned from the conference held in Songdo, in the Seoul metropolitan area of Korea. The team represented France and was the only two-year college at the conference. It won Distinguished Delegation as a team and on three out of the four committees on which it served; it won Best Position Paper and Best Delegate.

Presentation of RCC Model United Nations Team

Ally Tu, Argie Hill, Bhavin Jindal, Kevin Rivas, Mahnoor Rahman, Chris McKoy, and Tomas Ocampo, student officers/delegates, described the club, worldwide conferences and their experiences being a part of the MUN team.

President Blumenthal pledged \$2,500 towards the MUN upcoming conference in New York this May 2014.

Mr. Locke shared a video highlighting Riverside City College's "All Star" Band who travelled to London and Madrid to appear on international television for the 28th annual London New Year's Day Parade and the "Cabalgata de Reyes" in Madrid, Spain.

Presentation on Riverside City College "All Star" Band London and Madrid Performance

The Board congratulated Mr. Locke on the successes of the Marching Tigers and for his years of dedication and promotion of the band which has resulted in world-wide recognition.

Dr. Parnell, Dr. Camak and Ms. Slyter presented on AB86 Adult Education Planning Consortium. Assembly Bill 86 (AB86) committed planning funds for regional consortia of K-12 and community college districts to work collaboratively to improve adult education services by creating linkages between the two educational systems.

Presentation on AB86 Adult Education Planning Consortium

Riverside Community College District joined with six local unified school districts and workforce and social service

entities to form a regional consortium. Norco College will serve as the fiscal agent for RCCD; however the consortium will follow a consensus decision-making structure.

Ms. Yorba who provided a detailed update which included the progress made towards resolving issues of concern relating to Affordable Care Act (ACA) compliance, PPO plans and the prescription drug program.

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.

The Board recessed at 7:07 p.m. to recognize Trustee Figueroa's birthday and reconvened the meeting at 7:15 p.m.

Student Jared Snyder presented the report about recent and future student activities at Moreno Valley, Norco, and Riverside City Colleges and Riverside Community College District.

Health Care Update

Future Monthly Committee  
Agenda Planner and Annual  
Master Planning Calendar

### RECESSED/RECONVENED

### STUDENT REPORT

### CONSENT ITEMS

Action

Figueroa/Green moved that the Board of Trustees:

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

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

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

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,214,571 and District Warrant Claims totaling \$4,473,480;

Approve the budget transfers as presented;

Approve the resolution and adding the revenue and expenditures of \$64,141 to the budget;

Approve the resolution and adding the revenue and expenditures of \$4,078 to the budget;

Academic Personnel

Classified Personnel

Other Personnel

Purchase Order and Warrant  
Report – All District Resources

Budget Adjustments

Resolution No. 26-13/14 – 2013-  
2014 Basic Skills

Resolution No. 27-13/14 – 2013-  
2014 Summer Food Service  
Program

Approve the resolution and adding the revenue and expenditures of \$47,500 to the budget;

Resolution No. 28-13/14 – 2013-2014 Foster Youth Support Services Program

Approve the resolution and adding the revenue and expenditures of \$10,000 to the budget;

Resolution No. 29-13/14 – 2013-2014 Board Financial Assistance Program – Student Financial Aid Administration

Recommend ratifying contracts totaling \$893,187;

Contracts and Agreements Report Less than \$84,100 – All District Resources

Approve the Amendment to the Agreement between Riverside Community College District and Custom Corporate Communications for up to \$180,000;

Agreement Amendment for Riverside Community College District with Custom Corporate Communications

Approve the out-of-state travel;

Out-of-State Travel

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

Accept the projects listed on the attachment as complete, and approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).

Notices of Completion

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

#### Information

The Board received the monthly financial report for month ending January 31, 2014.

Monthly Financial Report for Month Ending - January 31, 2014

The Board received quarterly financial status report for the 2nd quarter ending December 31, 2013.

CCFS-311Q – Quarterly Financial Status Report for the 2nd Quarter Ended December 31, 2013

## BOARD COMMITTEE REPORTS

### Facilities

Figueroa/Davis moved that the Board of Trustees approve Agreement Amendment 2 with PALid Studio in the amount of \$8,204, with an extension of time to April 30, 2014. Motion carried. (4 ayes, 1 absent [Miller])

Agreement Amendment 2 for Moreno Valley College Phase III Student Academic Services Facility with PALid Studio

## ADMINISTRATIVE REPORTS

### Vice Chancellors

Green/Davis moved to approve the addendum to the 2013-2014 Moreno Valley College as submitted. Motion carried. (4 ayes, 1 absent [Miller])

2013-2014 Moreno Valley College Catalog Addendum

Green/Davis moved to approve the addendum to the 2013-2014 Norco College as submitted. Motion carried. (4 ayes, 1 absent [Miller])

2013-2014 Norco College Catalog Addendum

Green/Davis moved to approve the addendum to the 2013-2014 Riverside City College as submitted. Motion carried. (4 ayes, 1 absent [Miller])

2013-2014 Riverside City College Catalog Addendum

Mr. Simmons provided an update and presentation on the testing of the mass notification and voice system project at each college.

Mass Notification and Voice System Project Update

## ACADEMIC SENATE REPORTS

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

Moreno Valley College

Dr. Lyn Greene presented the report on behalf of Norco College.

Norco College

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

Riverside City College and Riverside Community College District

## BARGAINING UNIT REPORTS

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

CTA – California Teachers Association

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

CSEA – California School Employees Association

The Board of Trustees adjourned to closed session at 8:13 p.m. to consider Closed Session item: XIII-A “Pursuant to California Education Code Section 72411(b) - Notice of Non-Reemployment.”

ADJOURNED TO CLOSED SESSION

The Board reconvened to open session at 8:28 p.m. announcing the following: “The Board of Trustees by a unanimous vote of 5 – 0, authorized the District to not renew the contract of the Academic Administrator, Dean of Technology & Instructional Support Services at the Moreno Valley College for 2014-2015.”

RECONVENED

The Board adjourned the meeting at 8:30 p.m.

ADJOURNED



## Agenda Item (II-C)

Meeting	3/18/2014 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Special Meeting of February 25, 2014
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:

Recommended approving the February 25, 2014 Board of Trustees Special meeting minutes as prepared.

Prepared By: Cynthia Azari, Interim Chancellor  
Denise Terrazas, Executive Admin. Asst., Chancellor's Office/Board of Trustees

### Attachments:

[022514\\_MIN](#)



MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING OF FEBRUARY 25, 2014

President Blumenthal called the special meeting of the Board of Trustees to order at 6:00 p.m., in Room 319, Third Floor, District Office 1533 Spruce Street, Riverside, California

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President  
Janet Green, Vice President  
Nathan Miller, Secretary  
Mary Figueroa, Trustee  
Sam Davis, Trustee

Trustees Absent

Jared Snyder, Student Trustee

Staff Present

Dr. Cynthia Azari, Interim Chancellor

Guest(s) Present

Attorney Brad Neufeld, Gresham Savage Nolan & Tilden

President Blumenthal led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 6:03 p.m., Pursuant to Government Code Section 54957, Public Employee Performance Evaluation, Title: Interim Chancellor.

ADJOURNED TO CLOSED SESSION

The Board adjourned the meeting at 8:15 p.m. with no reportable action.

ADJOURNMENT



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[Agenda Item](#)

## Agenda Item (IV-A)

Meeting            3/18/2014 - 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: Cynthia Azari, Interim Chancellor

### **Attachments:**



[e-board](#) › [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (IV-B)

Meeting                    3/18/2014 - Regular

Agenda Item              Chancellor's Reports (IV-B)

Subject                    Presentation on Moreno Valley College Writing and Reading Center Conversion

College/District        Moreno Valley

Information Only

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### **Background Narrative:**

The Writing & Reading Center Lab at the Moreno Valley College is in the process of transforming the 18-hour lab requirement. The presentation provides a brief summary of this conversion.

Prepared By: Sandra Mayo, President, Moreno Valley College

### **Attachments:**

[MV College Student Presentation: Writing & Reading Center Lab](#)



# WRC Lab at MVC

Transforming the 18-hour Lab Requirement



# History of WRC Lab and the 18-hour requirement

- Prior to 2008: 18 hours in the lab
- 2008: Directed Learning Activities (DLAs) across RCCD
- 2012: more reading and writing activities



# Multiple uses of one space

- Primary function: support for the 18-hour lab requirement
- Other uses:
  - Computer lab
  - One-to-one instruction with instructional faculty or writing consultants
  - Writing in the disciplines



# Other problems

- Long lines
- Login/logout problems
- Students see the requirement as “doing time”
- Drain on resources for fulfilling lab requirement in TBA mode



# Winter 2014 Pilot

- Simplify processes
- Curriculum driving lab activity
- Scheduled lab portion for up 2 sections concurrently
- guided practice at a targeted writing skill





# Feedback from students

- Students preferred scheduled lab 2 to 1 over TBA lab
  - Why preference for TBA lab:
    - “I like the freedom to choose when I go”
    - “I got to hang with my homies”
    - “I need a computer to work on”
    - “I lost one-to-one time”



## Students who preferred the scheduled lab:

- “It was very helpful to be able to connect the assignments to the WRC Lab, it helped [me] understand them better.... I think it should be kept like this.”
- “The lab is part of the curriculum.”
- “I understood it [relation of lab to course] all.”
- “To be honest, I’ve never found the WRC useful in my other 3 classes, until this class. The work in the lab was never productive or meaningful until now.”
- “Learn by example. Confucius once said, “I hear and I forget, I see and I remember, I do and I understand.”



# Instructor Feedback on scheduled lab with class

- “The scheduled lab let me reconceptualize the course and prioritize lessons in a way that let me reinforce course goals....The lab can turn a 7-week lesson into a 50-minute lesson b/c it minimizes communication barriers + reinforces for instructors that students learn more when doing [rather] than listening to lectures or taking notes.”
- on the old system: “We were trying to act like a lab for six different classes [all at once].”
- “I found it [the new format] especially useful for the students.”
- “I think this new method really helped me interact closer with my students which enabled me to recognize problems sooner and to be more hands on. I really enjoyed it.”



# Vision for the future

- Beginning Summer 2014: Scheduled lab times for each class
- A bigger computer lab for students who simply need time to work on a computer
- A separate writing center which supports student writers in any class at any time



## Agenda Item (IV-C)

Meeting	3/18/2014 - Regular
Agenda Item	Chancellor's Reports (IV-C)
Subject	Five to Thrive Presentation Led by Dr. Natalie Mann, Associate Faculty, Music
College/District	District
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. Natalie Mann, associate faculty, music.

Dr. Mann teaches private voice lessons and class voice at Moreno Valley College. She hails from the Midwest, but, her career as a lyric soprano has seen numerous performance opportunities across the globe in Europe and Australia, and in December, 2011, took her to China with the South Shore Orchestra. She made her debut as a soloist with the Chicago Symphony Orchestra in November, 2006, and her solo Carnegie Hall debut in February, 2011.

A recipient of a Metropolitan Opera Encouragement Award and numerous other prizes, she is heard on both the operatic and concert stage. Critic Abigail Wright penned in her critique that "...Ms. Mann does an excellent job of continuing her brilliantly sustained legato, undeniably stunning high notes, and impressive quality of pitch and tone center across the board."

An active recitalist and champion of contemporary music, Dr. Mann has collaborated with composers Lori Laitman and Richard Pearson Thomas to release a CD of their music on Albany Records. "Experience" is now available on Amazon and iTunes.

She earned a Doctorate of Music from Indiana University in Vocal Performance and a Master of Creative Arts from the University of Wollongong in Australia, funded through the Rotary Ambassadorial Scholar program. Her Bachelor of Music degree was awarded by Butler University, where she attended on full scholarship and graduated with Honors.

Prepared By: Cynthia Azari, Interim Chancellor

### Attachments:

[031814\\_Five to Thrive](#)



Dr. Natalie Mann,  
Doctor of Music,  
Indiana University



Member of the Associate Faculty  
of Moreno Valley College  
Offering Applied Voice Lessons, Class Voice,  
and Music Appreciation

March 18, 2014

# What applied music lessons are offered currently at Moreno Valley College?



- ❧ Guitar Performance (same course numbers as Voice)
- ❧ Voice Performance
  - ❧ MUS 38 (2 Units) -Part of the A.A. in Music Degree
    - ❧ Students participate in a total of 108 laboratory hours of instruction, individual practice, and concert attendance.
  - ❧ MUS 87 (1 Unit) - Part of the A.A.-T. in Music Degree
    - ❧ Students participate in a total of 54 laboratory hours of instruction, individual practice, and concert attendance.



# “What and How” do voice students study?



## ❧ WHAT?

- ❧ Score reading and musical symbols in assigned repertoire
- ❧ Singing and diction in multiple languages including Italian, French, German, Spanish, and English
- ❧ Proper breathing and vocal support techniques
- ❧ Stage presence and “selling a song”

## ❧ HOW?

- ❧ Taught in a series of one-on-one meetings, supported by masterclasses and a culminating recital performance
- ❧ The final “Jury” is a critiqued, live performance before members of the MVC music faculty



# What do students take away from their experience?



- ❧ The ability to perform as a trained, solo singer with accompaniment
- ❧ Historical concepts
- ❧ Mathematical concepts
- ❧ Theoretical concepts
- ❧ Practical concepts to build self-esteem, confidence, and the ability to perform in public
  - ❧ Self-awareness skills
  - ❧ Communication skills
- ❧ And, best of all, they enjoy the results and take these skills with them in everything they do.



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## Agenda Item (IV-D)

Meeting 3/18/2014 - Regular  
Agenda Item Chancellor's Reports (IV-D)  
Subject Health Care Update  
College/District District  
Information Only

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### Background Narrative:

At the November 25, 2013 Regular Board of Trustees meeting the Board of Trustees requested an update on the Health Care Issue at each Board Meeting.

The Chancellor's Benefits Sub-committee met on Thursday, February 20, 2014 to finalize language clarification changes to the Self-Funded RCCD Health Plan (PPO).

The recommended language clarification changes and the associated funding will be presented for approval.

Prepared By: Vicki Nicholson, Vice Chancellor (Interim), Diversity and Human Resources

### Attachments:



## Agenda Item (IV-E)

Meeting	3/18/2014 - Regular
Agenda Item	Chancellor's Reports (IV-E)
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: Cynthia Azari, Interim Chancellor

### Attachments:

[Future Monthly Committee Agenda Planner and Annual Master Planning Calendar\\_031814](#)

**COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET**

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Resources	E. Facilities
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff and Facilities Development	Vice Chancellor, Business & Financial Services; Vice Chancellor, Diversity and Human Resources	Chief of Staff and Facilities Development
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <ul style="list-style-type: none"> <li>✓ Board report &amp; backup materials attached for review by the Cabinet.</li> <li>■ Board report and/or backup not yet complete – review pending.</li> <li>★ Approved by the Cabinet for placement on the Board agenda.</li> </ul> <p style="background-color: yellow; margin: 0; padding: 2px;"><b>ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 3/25/14 &amp; 4/8/14</b></p> </div>		<ul style="list-style-type: none"> <li>■ Presentation on Energy/Prop 39 – (Information Only) (Laurens Thurman)</li> <li>✓ Agreement with Riverside Co Supt of Schools for the purchase of Modular Structures (Parnell)</li> </ul>	<ul style="list-style-type: none"> <li>■ Resolution No. xx-13/14 – 2014-15 Tax and Revenue Anticipation Note (Brown) - <i>TENTATIVE</i></li> </ul>	<ul style="list-style-type: none"> <li>■ Request Approval of Hiring Firm For RCC Environmental/Engineering/IOR Services – Category: Soils Testing (Carlson)</li> <li>■ Request Approval of Hiring Firm For RCC Environmental/Engineering/IOR Services – Category: Special Testing &amp; Materials Testing Services (Carlson)</li> <li>■ Request Approval of Hiring Firm For RCC Environmental/Engineering/IOR Services – Category: Inspection Services/Inspection of Record (IOR) (Carlson)</li> <li>■ Pre-qualification List of Firms for Inspection Services – Inspection of Record (Carlson)</li> <li>■ Pre-qualification List of Firms for Geotechnical Engineering Services (Carlson)</li> </ul>

**RECOMMENDED 2013-14 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR**

<b>Month</b>	<b>Planned Agenda Item</b>
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>• <b>Presentation of Annual Report by Measure C Citizens’ Bond Oversight Committee</b></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>• <b>Governor’s</b> 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>• <b>Chancellor’s Evaluation</b></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](#)

## Agenda Item (V-A)

Meeting 3/18/2014 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

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### Background Narrative:

Student Trustee Jared Snyder will be presenting a report about the future student activities at Moreno Valley College, Norco College, Riverside City College, and Riverside Community College District.

Prepared By: Cynthia Azari, Interim Chancellor  
Chris Carlson, Chief of Staff & Facilities Development

### Attachments:

[Student Report\\_031814](#)



## **MORENO VALLEY COLLEGE**

- In the interest of its student constituency, the Student Government of Moreno Valley College are continuing its efforts towards a solution with RTA concerning the Go Pass. The student senate will introduce a ballot measure to be voted on by the student body during the District Trustee elections.
- Associated Students Moreno Valley College in collaboration with Administration and Staff, held a High School Senior Day on Friday February 7<sup>th</sup>, 2014. There was in excess of 210 seniors visiting our college from the Moreno Valley and Val Verde Unified School Districts in which they were given the tools to make a seamless transfer into college.
- The ASMVC Multicultural Advisory Council showcased our college's commitment to diversity through events that recognized the importance of African-American History and Heritage. Continuing the month-long celebration from the winter intersession in collaboration with the Vice-President of Student Services, Office of the President and ASMVC with support from our Food Services Staff the Inaugural Martin Luther King Junior Scholarship Breakfast was a success.
- ASMVC participated in the March in March event in Sacramento California to show our solidarity and commitment to advocacy for students in the California Community College system. Marching along with hundreds of students from all over the state to the state capitol was an invigorating experience. ASMVC officers met with Senator Richard Roth and Assembly Member Jose Medina to discuss upcoming and ongoing legislation dealing with higher education and its funding to the California Community College system. Mr. Medina was thrilled to here from the students in his district and has scheduled a visit to Moreno Valley College on March 28, 2014 to meet the entire student leadership team.
- The Inter Club Council held its annual Advisor's Breakfast to show appreciation to the faculty that support the students of Moreno Valley College, and prepare them for the upcoming spring term. The faculty were treated to a Greek themed breakfast as they interacted with club leaders and ASMVC.
- March presents an advocacy visit to Washington D.C. which is a significant opportunity for the student leaders of Moreno Valley College to discuss upcoming changes in legislation that affects students across our nation. Associated Students of Moreno Valley College will have the opportunity to meet with Congressman Mark Takano, and visit various lawmakers for both state and federal levels. Additionally a visit with to the US Mint and the White House is also on the agenda.



**NORCO**  
COLLEGE

The Associated Student of Norco College (ASNC) had the first senate meeting of Spring 2014 on March 06, 2014. The ASNC currently has 11 officers.

In regards to activities on campus, ASNC has been involved in the following:

- Accreditation
  - ASNC members were interviewed by the accreditation team
- Information Booth
  - The event took place during the first week of the semester
  - ASNC set up two information booths to assist students in regards to directions, open classes, and other matter pertaining to the college and served approximately 600 students.
- Club Rush
  - ASNC hosted the Spring 2014 Club Rush, and more than 15 clubs/organizations took part in the event
  - Dance performance was presented by the Talented Tenth Program (T3P)

ASNC is currently looking forward to the following upcoming events:

- Women History Month Panel Discussion Forum
  - The Talented Tenth Program (T3P) will be hosting the panel discussion forum on March 13, 2014 during college hour (12:50-1:50p.m.)
- 2014 Regional Student Leadership Conference
  - This conference is hosted by the Associated Students of Riverside City College (ASRCC) and the Mental Health Ambassadors of RCC.
  - ASNC will send approximately 15-20 students to the conference
- Read 2 Succeed Book Discussion
  - The book "Two Badges" by Mona Ruiz will be discussed
  - The event is expected to take place at CSS 217 from 12:50-1:50p.m.
- RCCD Student Trustee Election
  - ASNC will be having election booths for the RCCD Student Trustee election on April 8 and 9, 2014
- Workshops/Booths for Covered California
  - ASNC will be having booths and workshops to educate students about Covered California



# ASSOCIATED STUDENTS of riverside city college



The Associated Students of Riverside City College are ready for yet another successful semester in which we can serve the needs of our students through educational workshops, events as well as improve the college experience by getting students engaged in campus life through fun and spirited activities.

The following are highlights are highlights from activities/events leading up to the March BOT Meeting:

- ASRCC students participated in a three day leadership retreat in January in which students participated in several leadership skills workshops as well as focused on improving internal governing documents.
- ASRCC continues to have strong participation in our regional governance groups and actively involved in creating resolutions to enhance the college experience and continues to fight for equal access to all students.
- Several students participated in all of the accreditation steering committees, which led to a successful visit from the accreditation team.
- Students partnered with the College Council of Riverside (Student committee from the mayor's office) to host the third annual "RCC's Amazing Race."
- The semester was greeted by information and book rental booths for students to ease the stress of the first days of the semester. Treats, cheer, and directions were happily distributed to students in need.
- The second week of school was busy hosting several awareness activities for Black History Month celebration. Several speakers and activities were held on the MLK steps for students.
- ASRCC partnered with clubs, organizations, and different groups on campus to host another successful club rush with over 1000 students in attendance both days followed by our first "Tiger Pride Day" of the semester on Thursday celebrating our pride at RCC.
- ASRCC partnered with Second Harvest Food Bank to supply our food and supplies in our Student Resource Center for all RCC students in need.

Events to come:

3/13/14 - Health & Fitness Fair, Bookstore Promenade. Over 20 vendors and programs educating students on health & fitness along with fun activities.

3/29/14 - ASRCC is hosting it's first "Southern Regional Student Leadership Conference & Mental Health Strategizing Forum" inviting over 60 California community colleges. This is an all day conference to host several leadership workshops and a forum on mental health resource strategizing for students.

An activities calendar of all our events is available on our website at [www.rcc.edu](http://www.rcc.edu) under Associated Students of Riverside City college.



## Agenda Item (VI-A-1)

Meeting 3/18/2014 - 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: Vicki Nicholson, Vice Chancellor (Interim), Diversity and Human Resources

### Attachments:

[20140318\\_Academic Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: March 18, 2014

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>Contract Salary</u>
MORENO VALLEY COLLEGE			
Carstens, Ryan	Interim Vice President, Academic Affairs	02/20/14 – 03/31/14	AB-3
NORCO COLLEGE			
Molko, Colleen	Interim Associate Dean, CTE/Project Director NSF	03/19/14 – Not to Exceed Two Years	V-1

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty

Substitute Assignment, Spring Semester 2014

Matthew Pelle, as English Instructor, effective February 24, 2014, to substitute for the loss of a full-time professor of English at Norco College, during the remainder of the spring semester 2014, with salary placement at Column C, Step 1 of the Faculty Salary Schedule.

d. Coordinator Assignments, Academic Year 2013-14

Additions/Revisions to the list submitted/approved by the Board of Trustees on June 18, 2013.

<u>Names</u>	<u>Activity</u>	<u>Addition/ Revision</u>
Sinigaglia, Nick	Honors Coordinator- MVC	Addition 100% for Spring

Subject: Academic Personnel

Date: March 18, 2014

- e. Extra-Curricular Assignments, Academic Year 2013-14  
Additions/Revisions to the list submitted/approved by the Board of Trustees on June 18, 2013.

<u>Name</u>	<u>Activity</u>	<u>Addition/ Revision</u>	<u>Stipend</u>
Adams, James	Assistant Swim Coach (Diving)	Addition (100%)	\$3,707.00
Almond, Andrea	Assistant Track Coach	Removal	\$ .00
Borden, Tom	Assistant Swim Coach (Diving)	Removal	\$ .00
Henry, Thomas	Assistant Track Coach	Addition (80%)	\$2,965.60
Scott, Mark	Assistant Track Coach	Addition (20%)	\$ 741.40



## Agenda Item (VI-A-2)

Meeting 3/18/2014 - 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: Vicki Nicholson, Vice Chancellor (Interim), Diversity and Human Resources

### Attachments:

[20140318\\_Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: March 18, 2014

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>Contract/ Salary</u>	<u>Action</u>
a. Management/Supervisory (None)				
b. Management/Supervisory – Categorically Funded (None)				
c. Classified/Confidential				
MORENO VALLEY COLLEGE				
Ramirez, Gregory	Learning Center Assistant (Part-Time, 40%)	03/11/14	A-LS/1	Transfer
NORCO COLLEGE				
Bradshaw, Emile	Tutorial Services Technician	03/17/14	M-LS-1	Rehire
Villalobos, Edwin	Custodian (Part-Time)	03/19/14	C-1	Appointment
RIVERSIDE CITY COLLEGE				
Faria, Sharon	Payroll Technician	03/19/14	K-1	Appointment
Lopez, Norma	Instructional Support Specialist  (Part-Time, 75%)	03/17/14	K-5	Rehire
Miles, Melinda	Administrative Assistant IV (Academic Affairs)	03/19/14	K-LS1	Promotion
Payne, Carmen	Facility Access & Utilization Coordinator	03/21/14	M-LS1	Promotion
Wortman, Janelle	Administrative Assistant IV (Business Services)	03/19/14	K-5	Promotion
d. Classified/Confidential – Categorically Funded				
NORCO COLLEGE				
Gill, Patricia	STEM Services Developer	04/01/14	M-5	Transfer

2. Request to Rescind Appointment

At its meeting of February 18, 2014, the Board of Trustees approved the appointment of John Ramirez, Facilities Development Director - District. After some consideration, Mr. Ramirez declined the District's offer of employment. It is recommended the Board of Trustees rescind the appointment of Mr. Ramirez.

3. Request for Temporary Increase in Workload

It is recommended the Board of Trustees approve/ratify the temporary increase in workload for the following individual. The requests have the approval of the college President.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>From/To</u>
Lopez, Norma	Instructional Support Specialist	75% to 100%	03/17/14-06/30/14
Martinez, Ashley	Educational Advisor	48.75% to 87.5%	03/18/14-06/30/14
Moon Stone, Rebecca	Supplemental Instructional Coordinator	80% to 100%	03/18/14-09/30/16
Neal, Udawna	Student Resource Specialist	48.75% to 80%	03/19/14-06/30/14

4. Request for Permanent Increase in Workload

It is recommended the Board of Trustees approve the permanent increase in workload for the following individual. The request has the approval of the college President.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Date</u>
Acosta, Vanessa	Student Services Specialist	47.5% to 100%	03/19/14

5. Request for Unpaid Child Care Leave - Extension

At their meeting of January 21, 2014, the Board of Trustees approved an unpaid child care leave for Antoinette Rowley, Community Services Coordinator, from January 18, 2014 through March 10, 2014. Ms. Rowley is in need of additional leave time and is requesting that her leave be extended through March 24, 2014.

It is recommended the Board of Trustees approve the extension of the unpaid child care leave for Antoinette Rowley, Community Services Coordinator, and grant her additional unpaid leave from March 11 – 24, 2014.

Subject: Classified Personnel

Date: March 18, 2014

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>Last Date of Employment</u>	<u>Reason</u>
al-Amin, John	Interim VP, Business Services	03/14/14	Personal
Gonzales, Vivian	Instructional Department Specialist	12/18/13	Retirement
Philp, Reyna	Accounting Services Manager	03/21/14	Personal





## Agenda Item (VI-A-3)

Meeting	3/18/2014 - 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: Vicki Nicholson, Vice Chancellor (Interim), Diversity and Human Resources

### Attachments:

[20140318\\_Other Personnel](#)

[20140318\\_Other Personnel\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: March 18, 2014

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 Expert(s)

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 employment of the following professional expert(s) for Riverside City College and authorize the Interim Vice Chancellor, Diversity and Human Resources to sign the employment agreement(s).

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
Davis, Suzanne	Community Service Aide	Safety and Police	02/28/14-06/30/14	\$15.69
Diaz, Jessica	Community Service Aide	Safety and Police	03/19/14-06/30/14	\$15.69
Hanohano, Ariel	Community Service Aide	Safety and Police	03/10/14-06/30/14	\$15.69
<b>MORENO VALLEY</b>				
Al Moussawi, Khadija	Laboratory Technician II	Math, Science & Kinesi	02/18/14-06/12/14	\$27.16
Burdette, Kyla	Counseling Clerk I	CalWORKS	01/02/14-02/07/14	\$17.16
<b>NORCO</b>				
Guaracha, Alex	Maintenance Helper	Facilities	03/10/14-06/30/14	\$18.80
Villalobos, Edwin	Custodian	Facilities	03/03/14-06/30/14	\$15.69
Yalong, Arthur Agustin	Maintenance Helper	Facilities	02/21/14-06/30/14	\$18.80
<b>RIVERSIDE</b>				
Fazio, Cynthia	Health Services Supervisor	Health Services	03/03/14-06/30/14	\$35.83
Jones, Terrel	Custodian	Facilities	03/10/14-06/30/14	\$15.69
Martin, MaryLou	Auxiliary Business Services Specialist	Auxiliary Business Services	03/19/14-06/30/14	\$19.81

## SHORT-TERM POSITIONS

Backup Other Personnel

March 18, 2014

Page 1 of 2

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Alexander, Tameka	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Alton, Christina	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Arnhart, Katie	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Auman, Allen	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Bain, Debra	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Barno, Jolene	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Becker, Kathleen	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Blackwood, Micah	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Castaneda, Alexandra	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Carpenter, Katie	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Chamberlin, Dana	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Cheney, Stephanie	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Cowles, Casie	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Creehan, Joseph	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Delgado, Danielle	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
DeWitt, Janelle	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Eaton, Natalie	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Eddy, Carmen	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Granger, Jimmy	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Harris, James	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Helland, Allyson	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Holod-Andrew, Sarah	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Hulsebus, Brittany	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Jackson, Jennica	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Johnson, Zachary	Interpreter II	Disabled Student Services & Programs	03/17/14-03/31/14	\$23.00
Johnson, Zachary	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Killen, Laura	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
King, Tabatha	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Komori, Hiroko	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Lopez, Joseph	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Minkler, Jack	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Miller, Gwendolyn	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Morales, Tera	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Moyers, Jessica	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Ridlon, Tracey	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Rodriguez, Christopher	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Rodriguez, Elise	Interpreter III	Disabled Student Services & Programs	04/01/14-06/30/14	*\$35.00
Romero, Kimberly	Interpreter II	Disabled Student Services & Programs	04/01/14-06/30/14	*\$30.00
Rubio Najera, Abbey	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Stephenson, Jacob	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00
Turley-Trejo, Lanae	Interpreter I	Disabled Student Services & Programs	04/01/14-06/30/14	*\$25.00

\*Rate Change Effective 4/1/14

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE				
D'Angelo, Joseph	Role Player	Public, Safety, Education, & Training	02/05/14-06/30/14	\$8.00
Dominguez, Jonathan	Role Player	Public, Safety, Education, & Training	03/31/14-06/30/14	\$8.00
Hernandez, Lewis	Role Player	Public, Safety, Education, & Training	03/31/14-06/30/14	\$8.00
Ly, Cindy	Role Player	Public, Safety, Education, & Training	03/31/14-06/30/14	\$8.00
Mejia, Andrea	Role Player	Public, Safety, Education, & Training	03/31/14-06/30/14	\$8.00
Torres, Teddy	Role Player	Public, Safety, Education, & Training	03/19/14-06/30/14	\$8.00

\*Rate Change Effective 4/1/14

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

Backup Other Personnel  
March 18, 2014  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<u>DISTRICT FUNDS</u>				
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
MORENO VALLEY COLLEGE				
Aquino, Angelo Nejie Roxas	Student Aide I	Tutorial Services	03/05/14	\$ 9.00
Bravo, Blanca Lidia	Student Aide I	Tutorial Services	02/27/14	\$ 9.00
Brooks, Aun-zae Brazeil	Student Aide I	Food Services	02/18/14	\$ 8.00
Elias, Karla	Student Aide I	Food Services	03/03/14	\$ 8.00
Guidote, Maria C	Student Aide I	Tutorial Services	02/27/14	\$ 8.75
Hetman, Bryan	Student Aide II	Math Lab	02/18/14	\$ 9.25
Ko, Yuka Ishii	Student Aide I	Tutorial Services	02/27/14	\$ 8.75
Miller, Jacob W	Student Aide I	Tutorial Services	02/27/14	\$ 8.75
Tello, Edsel	Student Aide II	Tutorial Services	02/27/14	\$ 10.00
		Early Childhood		
Theus, Theresa Myishia	Student Aide II	Education	02/18/14	\$ 9.00
Torres, Karen	Student Aide I	Tutorial Services	02/27/14	\$ 8.75
Wiley, Neville I	Student Aide I	Tutorial Services	02/27/14	\$ 8.75
Yoakum, Wayne Damour Jr	Student Aide I	Food Services	03/05/14	\$ 8.00
NORCO COLLEGE				
		Business, Engineering &		
Anguiano, Gilbert	Student Aide III	Information Technology	02/27/14	\$ 10.00
		Science Technology		
Gonzales, Raul	Student Aide V	Engineering Program	02/13/14	\$ 12.00
		Business, Engineering &		
Helms, Wyatt	Student Aide III	Information Technology	02/11/14	\$ 10.00
		Science Technology		
Johnsen, Timothy	Student Aide V	Engineering Program	02/13/14	\$ 12.00
Kilpatrick, Brenna	Student Aide I	Food Services	02/13/14	\$ 8.00
		Business, Engineering &		
Parada, Daniel	Student Aide V	Information Technology	02/20/14	\$ 11.00
Reyes, Joelyn	Student Aide I	Food Services	02/11/14	\$ 8.00
		Science Technology		
Samaan, Michael	Student Aide V	Engineering Program	02/13/14	\$ 12.00
Santana, Elan	Student Aide I	Food Services	02/07/14	\$ 8.00
		Business, Engineering &		
Sbitany, Robbie	Student Aide III	Information Technology	02/27/14	\$ 10.00
Valverde, Vanessa	Student Aide I	Food Services	02/13/14	\$ 8.00

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

Backup Other Personnel  
March 18, 2014  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE				
		Applied Technology /		
Aguirre, Richard	Student Aide II	Film and Television	02/27/14	\$ 10.00
Alvarez, Martin	Student Aide V	Academic Support	02/24/14	\$ 12.00
Ambrose, Kent	Student Aide I	Tutorial Services Ctr for Comm.	02/26/14	\$ 8.00
Anguiano, Adrian	Student Aide I	Excellence	02/28/14	\$ 8.00
Ayon, Marco	Student Aide I	Tutorial Services	02/18/14	\$ 8.00
Bhakta, Nimmi	Student Aide I	Academic Support	02/27/14	\$ 8.00
Brady V, James	Student Aide III	Writing and Reading Ctr	02/26/14	\$ 10.00
Bullock, Brett	Student Aide V	Academic Support	02/11/14	\$ 12.00
Cabanas, Jason	Student Aide I	Tutorial Services	02/11/14	\$ 8.00
Conway, Bank	Student Aide I	Tutorial Services	02/11/14	\$ 8.00
Cornejo, Benjamin	Student Aide I	Tutorial Services	02/12/14	\$ 8.00
Ertas, Seyda	Student Aide V	Academic Support	02/26/14	\$ 12.00
Farook, Eba	Student Aide I	Academic Support	02/28/14	\$ 8.00
Fernando, Ashan	Student Aide I	Tutorial Services	02/12/14	\$ 8.00
Flores, Bryson	Student Aide I	Tutorial Services	02/18/14	\$ 8.00
Garcia, Miguel	Student Aide I	Outreach	02/28/14	\$ 8.00
Gonzales, Justin	Student Aide V	Academic Support	02/28/14	\$ 12.00
Grigore, Catalina	Student Aide I	Tutorial Services	02/24/14	\$ 8.00
Gutierrez, Cecilia	Student Aide I	Ctr for Comm.	02/20/14	\$ 8.00
Jindal, Bhavin	Student Aide I	Tutorial Services	02/20/14	\$ 8.00
Kanda, Sandeep	Student Aide V	Academic Support	02/26/14	\$ 12.00
Kaur, Ravneet	Student Aide I	Tutorial Services	02/21/14	\$ 8.00
Kim, Young	Student Aide V	Academic Support	02/27/14	\$ 12.00
Lopez, Briana	Student Aide I	Outreach	02/18/14	\$ 8.00
Louidor, Richemond	Student Aide V	Academic Support	02/26/14	\$ 12.00
Lu, Danping	Student Aide I	Tutorial Services	02/21/14	\$ 8.00
Macleod, Synnova	Student Aide I	Performing Arts / Theatre	02/20/14	\$ 8.00
Masli, Michael	Student Aide I	Tutorial Services	02/21/14	\$ 8.00
McKoy, Christopher	Student Aide I	Tutorial Services	02/26/14	\$ 8.00
McMinn, Kerry	Student Aide I	Tutorial Services	02/18/14	\$ 8.00
McMorris, Justin	Student Aide V	Academic Support	02/21/14	\$ 12.00
Moore, Brienne	Student Aide V	Academic Support	02/24/14	\$ 12.00
Munoz Rivera, Jorge	Student Aide I	Tutorial Services	02/18/14	\$ 8.00
Najera, Oliver	Student Aide I	Tutorial Services	02/21/14	\$ 8.00
Pendleton, Linise	Student Aide II	Disabled Student Services	02/27/14	\$ 9.00
Rathbone, Kellie	Student Aide V	Academic Support	02/24/14	\$ 12.00
Rodriguez, Kristina	Student Aide I	Mathematics	02/27/14	\$ 8.00
Rodriguez, Ricardo	Student Aide I	Tutorial Services	02/18/14	\$ 8.00

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

Backup Other Personnel  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (Continued)				
Romano, Jenna	Student Aide V	Academic Support	02/24/14	\$ 12.00
Rosenquist, Mason	Student Aide V	Academic Support	02/28/14	\$ 12.00
Ruiz B, Jannet	Student Aide I	Early Childhood Educ.	02/26/14	\$ 8.00
Sesmas, Noemi	Student Aide V	Academic Support	02/18/14	\$ 12.00
Tom-Hoon, Tyler	Student Aide V	Academic Support	02/24/14	\$ 12.00
Torres, Kailen	Student Aide I	Food Services	02/27/14	\$ 8.00
Valenzuela, Krystal Sue	Student Aide I	Tutorial Services	02/18/14	\$ 8.00
Martinez, Christina	Student Aide I	Performing Arts / Theatre	03/03/14	\$ 8.00

CATEGORICAL FUNDS

AMERICA COUNTS PROGRAM

Mullins, Lakaira D	Student Aid IV	Palm Middle School- MVC	03/03/14	\$ 12.00
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COMMUNITY SERVICE PROGRAM

Scott, Kamille Lenore	Student Aide II	Early Childhood Education - MVC	02/18/14	\$ 9.00
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LITERACY PROGRAM

MORENO VALLEY COLLEGE

Taylor, Savannah	Student Aid I	Library	02/18/14	\$ 8.00
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NORCO COLLEGE

Broyld, Jean-Pierce	Student Aide I	Student Financial Services	03/03/14	\$ 8.00
Castilleja, Destiny	Student Aide I	Transfer Center	02/26/14	\$ 8.00
De La Cruz, Denisse	Student Aide I	Student Financial Services	03/03/14	\$ 8.00
Ebed, Remon	Student Aide II	Dean of Instruction	02/12/14	\$ 9.00
Grant, Colleen	Student Aide I	Library Resource Center	02/20/14	\$ 8.00
Layton, Breanna	Student Aide I	Student Financial Services	03/03/14	\$ 8.00
Preciado, Michael	Student Aide II	Library	02/20/14	\$ 9.00
Segura, Nathaniel	Student Aide I	Student Financial Services	03/03/14	\$ 8.00
Wallace, Noah	Student Aide I	Transfer Center	02/21/14	\$ 8.00
Warner, Brittany	Student Aide I	Disabled Resource Center	02/18/14	\$ 8.00
Winters, Michael	Student Aide I	Library	02/20/14	\$ 8.00



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

Backup Other Personnel  
 March 18, 2014  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE				
Matau, Lyonna	Student Aide I	Kinesiology / Women's Basketball	02/25/14	\$ 8.00
Mitchell, Tori	Student Aide I	Kinesiology / Women's Basketball	02/25/14	\$ 8.00
Robertson, Dominique	Student Aide I	Kinesiology / Football	02/21/14	\$ 8.00
Rodriguez, Nathan	Student Aide I	Life Sciences / STEM	02/27/14	\$ 8.00
Tuufuli, Isalei	Student Aide I	Kinesiology / Women's Basketball	02/27/14	\$ 8.00

PROFESSIONAL EXPERT(S)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>TERM</u>	<u>RATE/ AMOUNT</u>
RIVERSIDE CITY COLLEGE				
Kuk, James	Assistant Head Football Coach	Athletics	03/19/14-03/19/15	\$65,000



## Agenda Item (VI-B-1)

Meeting	3/18/2014 - 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 \$1,166,958 and District Warrant Claims totaling \$5,703,683.

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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 \$1,166,958 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 219992 – 221035) totaling \$5,703,683 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: Aaron Brown, Vice Chancellor, Business and Financial Services  
Majd Askar, Purchasing Manager

### Attachments:

[03182014\\_Contracts and Purchase Orders Over \\$84,100 Report \(February\)](#)

Report of Purchases-All District Resources  
 Purchases Over \$84,100  
 2/01/14 thru 2/28/14

PO#	Department	Vendor	Description	Amount
<u>Additions to Approved/Ratify Purchase orders of \$84,100 and Over</u>				
C0004175	Customized Solutions	Custom Corporate Communications LLC	Grant / Contract Sub Agreements	\$ 92,297
			Total	<u>\$ 92,297</u>
<u>All Purchase Orders, Contracts, and Additions for the Period of 2/01/14 - 2/28/14</u>				
			Contracts- C4486 - C4501	411,343
			Contract Additions- C3098 - C4461	
			Purchase Orders- P40983 - P41334	498,660
			Purchase Order Additions- P38520 - P40976	
			Blanket Purchase Orders- B12292 - B12318	164,658
			Blanket Purchase Order Additions- B11205 - B12249	
			Total	<u>\$ 1,074,661</u>
			 Grand Total	 <u><u>\$ 1,166,958</u></u>



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

Meeting	3/18/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-2-a)
Subject	Budget Adjustments
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the budget transfers as presented.

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### Background Narrative:

The 2013-14 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: Aaron Brown, Vice Chancellor, Business and Financial Services

### Attachments:

[03182014\\_Budget Adjustments](#)

## Budget Adjustments March 18, 2014

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to realign the Temporary Assistance to Needy Families (TANF) grant budget. (Fund 12, Resource 1190)		
From: TANF	Academic PT Non-Instr	\$ 1,081
	Employee Benefits	1,999
	Supplies	3,494
	Book Grants	1,000
To: TANF	Classified FT Administrator	\$ 1
	Comp Software Maint/Lic	7,573
R2. Transfer to realign the CalWORKs grant budget. (Fund 12, Resource 1190).		
From: CalWORKs	Other Services	\$ 294
To: CalWORKs	Classified FT	\$ 136
	Employee Benefits	158
R3. Transfer to realign the Completion Academies grant budget. (Fund 12, Resource 1190)		
From: Completion Academies	Other Services	\$ 3,713
To: Completion Academies	Instr Salaries, Reg FT	\$ 3,300
	Employee Benefits	413
R4. Transfer to purchase repair parts.		
From: Grounds Maintenance & Repairs	Equipment	\$ 2,000
To: Grounds Maintenance & Repairs	Repair Parts	\$ 2,000

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R5. Transfer to realign the Pathways to Excellence grant budget. (Fund 12, Resource 1190)		
From: Pathways to Excellence	Supplies	\$ 20,752
To: Pathways to Excellence	Classified FT Administrator	\$ 1
	Classified FT	100
	Classified Perm PT	275
	Employee Benefits	261
	Professional Services	4,000
	Mileage	30
	Conferences	500
	Repairs	400
	Comp Software Maint/Lic	15,000
	Remodel Project	10
	Equipment	175
R6. Transfer to provide for an academic special project.		
From: Student Personnel Administration	Conferences	\$ 4,225
To: Intramural Sports	Academic Special Project	\$ 4,225
R7. Transfer to provide for mileage and student help.		
From: Counseling & Guidance	Tests	\$ 300
Transfer Center	Tests	1,600
To: Counseling & Guidance	Mileage	\$ 300
Transfer Center	Student Help – Non-Instr	1,600
R8. Transfer to provide for cell phones, repairs and a portable hydration station.		
From: Athletics	Custodial Supplies	\$ 687
	Health Supplies	1,441
	Grounds/Garden Supplies	2,159
To: Athletics	Cellular Telephone	\$ 256
	Repairs	3,600
	Equipment	431

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R9. Transfer to realign the Health Services budget. (Fund 12, Resource 1070)		
From: Health Services	Classified FT	\$ 14,045
To: Health Services	Employee Benefits	\$ 408
	Health Supplies	10,490
	Postage	150
	Conferences	1,000
	Repairs	747
	License Fees	250
	Other Services	1,000
R10. Transfer to provide for student help.		
From: Community Outreach	Supplies	\$ 3,069
To: Community Outreach	Student Help – Non-Instr	\$ 3,000
	Employee Benefits	69
R11. Transfer to provide for software maintenance.		
From: Riverside Safety & Police	Classified Overtime	\$ 2,725
Norco Safety & Police	Classified Overtime	2,725
Moreno Valley Safety & Police	Classified Overtime	2,725
To: District Safety & Police	Comp Software Maint/Lic	\$ 8,175
R12. Transfer to purchase cabling materials.		
From: VP, Business Services–Holding Acct	Consultants	\$ 2,700
To: Library	Fixtures & Fixed Equipment	\$ 2,700
R13. Transfer to provide for conferences.		
From: Honor’s Program	Supplies	\$ 1,200
To: Honor’s Program	Conferences	\$ 1,200



<u>Program</u>	<u>Account</u>	<u>Amount</u>
R14. Transfer to provide for academic special projects.		
From: English & Media Studies	Instructional Aides, Hourly	\$ 1,534
	Employee Benefits	58
To: English & Media Studies	Academic Special Project	\$ 1,420
	Employee Benefits	172
R15. Transfer to purchase instructional supplies and repair parts.		
From: Life Science - Biology	Repairs	\$ 431
	Transportation	440
To: Life Science - Biology	Repair Parts	\$ 431
	Instructional Supplies	440
R16. Transfer to provide for repairs.		
From: Cosmetology	Instructional Supplies	\$ 588
	Periodical/Magazines	75
	Instructional Media Material	45
	Copying and Printing	400
To: Cosmetology	Repairs	\$ 1,108
R17. Transfer to purchase DVDs.		
From: Library	Administrative Contingency	\$ 1,250
To: World Languages	Instructional Media Material	\$ 1,250
R18. Transfer to provide for classified overtime. (Fund 12, Resource 1190)		
From: Student Financial Services - Base	Employee Benefits	\$ 129
To: Student Financial Services - Base	Classified Overtime	\$ 129

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R19. Transfer to reallocate the Student Financial Services Capacity grant budget. (Fund 12, Resource 1190)		
From: Student Financial Services-Capacity	Employee Benefits	\$ 5,940
To: Student Financial Services-Capacity	Academic FT Non-Instr	\$ 2,363
	Classified Overtime	287
	Employee Benefits	2,850
	Food	440
R20. Transfer to provide for student help. (Fund 12, Resource 1190)		
From: EOP&S	Classified Perm PT	\$ 1,969
	Employee Benefits	243
	Conferences	1,362
	Equipment	400
	Book Grants	1,873
	Educational Supplies	1,873
To: EOP&S	Student Help – Non-Instr	\$ 7,720
R21. Transfer to reallocate the Student Success and Support Program grant budget. (Fund 12, Resource 1190)		
From: SSSP	Conferences	\$ 10,000
	Other Services	17,115
To: SSSP	Student Help – Non-Instr	\$ 13,000
	Tests	14,115
R22. Transfer to purchase instructional supplies.		
From: Performing Arts - Dance	Instructional Aides, Hourly	\$ 2,152
	Employee Benefits	81
	Other Services	900
To: Performing Arts - Dance	Instructional Supplies	\$ 3,133

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Norco</u>		
N1. Transfer to purchase office furniture and college signage.		
From: VP, Business Services – Salary Savings	Academic FT Administrator	\$ 25,000
	Administrative Contingency	5,123
To: VP, Business Services	Equipment	\$ 25,000
	Site Improvement	5,123
N2. Transfer to provide for laundry services and repairs.		
From: Facilities	Custodial Supplies	\$ 6,269
	Maintenance Supplies	2,950
	Fixtures and Fixed Equipment	1,052
To: Facilities	Laundry and Cleaning	\$ 4,500
	Repairs	5,771
N3. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Title V Portal	Equipment	\$ 10,000
To: Title V Portal	Supplies	\$ 10,000
N4. Transfer to provide for an academic special project and to purchase a new copier.		
From: President	Classified Overtime	\$ 250
	Administrative Contingency	455
To: President	Academic Special Project	\$ 250
	Equipment	455
N5. Transfer to purchase supplies.		
From: Dean of Instruction	Conferences	\$ 198
To: Dean of Instruction	Supplies	\$ 198

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N6. Transfer to purchase supplies.		
From: VP, Student Services	Administrative Contingency	\$ 1,000
To: VP, Student Services	Supplies	\$ 1,000
N7. Transfer to provide for conferences.		
From: Admissions and Records	Supplies	\$ 66
To: Admissions and Records	Conferences	\$ 66
N8. Transfer to provide for conferences.		
From: Special Funded Programs	Supplies	\$ 513
To: Special Funded Programs	Conferences	\$ 513
N9. Transfer to reallocate the Upward Bound TRIO – AUSD grant budget. (Fund 12, Resource 1190)		
From: Upward Bound	Classified FT	\$ 525
	Supplies	1,000
	Food	2,638
	Travel	5,000
To: Upward Bound	Classified Perm PT	\$ 1,050
	Short-Term Temporary	7,588
	Employee Benefits	525
N10. Transfer to reallocate the Student Success & Support Program budget. (Fund 12, Resource 1190)		
From: SSSP	Other Services	\$ 5,048
To: SSSP	Classified Perm PT	\$ 2,879
	Employee Benefits	619
	Supplies	900
	Equipment	650

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Moreno Valley</u>		
M1. Transfer to purchase bird netting.		
From: President	Administrative Contingency	\$ 1,500
To: Facilities	Fixtures & Fixed Equipment	\$ 1,500
M2. Transfer to provide for a conference.		
From: Dean of Instruction – Honors Program	Supplies	\$ 700
To: Dean of Instruction - Honors Program	Conferences	\$ 700
M3. Transfer to reallocate the Counseling budget.		
From: Counseling	Student Help – Non-Instr	\$ 101
	Academic PT Non-Instr	4,701
To: Counseling	Employee Benefits	\$ 116
Student Services	Classified FT	763
	Employee Benefits	2,538
	Copying and Printing	185
	Conferences	1,200
M4. Transfer to reallocate the Student Success & Support Program budget. (Fund 12, Resource 1190)		
From: SSSP	Other Services	\$ 3,774
To: SSSP	Equipment	\$ 695
	Academic Special Project	1,000
	Classified Special Project	1,579
	Copying and Printing	500

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M5. Transfer to purchase food. (Fund 12, Resource 1190)		
From: Student Services – Foster Youth Support Services	Other Services	\$ 200
To: Student Services – Foster Youth Support Services	Food	\$ 200
M6. Transfer to reallocate the DSP&S program budget. (Fund 12, Resource 1190)		
From: DSP&S	Instructional Aides, Hourly	\$ 5,577
	Employee Benefits	227
	Equipment	1,745
To: DSP&S	Copying and Printing	\$ 200
	Postage	5
	Other Services	6,227
	Mileage	80
	Conferences	500
	Comp Software Maint/Lic	537
M7. Transfer to purchase instructional supplies. (Fund 12, Resource 1190)		
From: Title V – Answering the Call	Equipment	\$ 120,000
To: Title V – Answering the Call	Instructional Supplies	\$ 120,000
<u>District Office and District Support Services</u>		
D1. Transfer to provide for software maintenance. (Fund 12, Resource 1050)		
From: Safety & Police	Classified FT Administrator	\$ 12,482
To: Safety & Police	Comp Software Maint/Lic	\$ 12,482

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D2. Transfer to purchase computer equipment.		
From: Administrative Support Center	Postage	\$ 2,279
To: Administrative Support Center	Equipment	\$ 2,279
D3. Transfer to provide for conferences.		
From: International Education	Equipment	\$ 785
	Supplies	1,300
To: International Education	Conferences	\$ 2,085
D4. Transfer to provide for repairs.		
From: Information Services	Repair Services	\$ 10,000
To: Information Services	Repair Parts	\$ 10,000
D5. Transfer to reallocate the Sector Navigator Global Trade and Logistics grant. (Fund 12, Resource 1190)		
From: CITD	Rents and Leases	\$ 937
	Other Services	1,000
To: CITD	Periodicals/Magazines	\$ 237
	Copying and Printing	500
	Supplies	600
	Food	600
D6. Transfer to purchase equipment for the emergency notification system. (Fund 61, Resource 6100)		
From: Risk Management - General Liability	Repairs	\$ 4,482
To: Risk Management - General Liability	Equipment	\$ 4,482

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D7. Transfer to reallocate the workers compensation budget. (Fund 61, Resource 6110)		
From: Risk Management - Workers Compensation	Classified FT Administrator	\$ 1,150
	Classified Special Project	9,286
	Employee Benefits	6,526
	Insurance Claims Expense	2,000
	Self-Insurance Claims	36,039
To: Risk Management - Workers Compensation	Copying and Printing	\$ 1,000
	Supplies	2,200
	Equipment	51,801





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

Meeting	3/18/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-a)
Subject	Resolution No. 33-13/14 – 2013-2014 TriTech SBDC 2014 Cooperative Agreement
College/District	District
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$276,864 to the budget.

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### Background Narrative:

The Riverside Community College District has received from the TriTech Small Business Development Center (SBDC) a 2014 Cooperative Agreement in the amount of \$276,864 as administered by the California State University Fullerton Auxiliary Services Corporation. The funds will be used for salaries, benefits, and other operational expenses of the program in order to provide business counseling and training services to grow the high technology business sector within Riverside and Orange Counties.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning  
John Tillquist, Associate Vice Chancellor, Economic Development

### Attachments:

[03182014\\_Resolution No. 33-13/14 – 2013-2014 TriTech SBDC 2014 Cooperative Agreement](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 33-13/14

2013-2014 TriTech SBDC 2014 Cooperative Agreement

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$276,864 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 18, 2014.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 33-13/14  
 2013-2014 TriTech SBDC 2014 Cooperative Agreement

Year	County	District	Date	Fund
14	33	07	3/18/2014	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	A00	1190	0	0000	0108	8190	276,864	00	REVENUE
									EXPENDITURES
12	AXD	1190	0	7012	0108	2118	75,310	00	Classified FT Administrator
12	AXD	1190	0	7012	0108	2119	33,501	00	Classified FT
12	AXD	1190	0	7012	0108	2331	4,500	00	Student Help
12	AXD	1190	0	7012	0108	3220	6,788	00	Employee Benefits
12	AXD	1190	0	7012	0108	3320	3,678	00	
12	AXD	1190	0	7012	0108	3325	860	00	
12	AXD	1190	0	7012	0108	3420	6,117	00	
12	AXD	1190	0	7012	0108	3520	514	00	
12	AXD	1190	0	7012	0108	3620	1,236	00	↓
12	AXD	1190	0	7012	0108	4555	500	00	Copying and Printing
12	AXD	1190	0	7012	0108	4590	4,000	00	Supplies
12	AXD	1190	0	7012	0108	4710	1,754	00	Food
12	AXD	1190	0	7012	0108	5045	100	00	Postage
12	AXD	1190	0	7012	0108	5110	94,364	00	Consultants
12	AXD	1190	0	7012	0108	5198	10,000	00	Professional Services
12	AXD	1190	0	7012	0108	5210	1,500	00	Mileage
12	AXD	1190	0	7012	0108	5211	1,250	00	Meeting Expenses
12	AXD	1190	0	7012	0108	5220	720	00	Conferences
12	AXD	1190	0	7012	0108	5310	645	00	Memberships
12	AXD	1190	0	7012	0108	5520	422	00	Electricity
12	AXD	1190	0	7012	0108	5530	95	00	Water
12	AXD	1190	0	7012	0108	5540	2,225	00	Telephone
12	AXD	1190	0	7012	0108	5541	1,850	00	Cellular Phone
12	AXD	1190	0	7012	0108	5570	65	00	Waste Disposal
12	AXD	1190	0	7012	0108	5630	13,182	00	Rents and Leases
12	AXD	1190	0	7012	0108	5790	500	00	Web Hosting Fees
12	AXD	1190	0	7012	0108	5830	100	00	Surveys
12	AXD	1190	0	7012	0108	5890	150	00	Other
12	AXD	1190	0	7012	0108	5910	9,688	00	Indirects
12	AXD	1190	0	7012	0108	6841	500	00	Equipment
12	AXD	1190	0	7012	0108	6485	750	00	Computer Equipment
							276,864	00	TOTAL INCOME
							276,864	00	TOTAL EXPENDITURES



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

Meeting	3/18/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-b)
Subject	Resolution No. 34-13/14 – 2013-2014 CalWORKs Program
College/District	Moreno Valley
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$50,000 to the budget.

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### Background Narrative:

The Riverside Community College District, Moreno Valley College has received additional funding for the 2013-2014 CalWORKs program in the amount of \$50,000 from the State of California, California Community Colleges Chancellor's Office. The funds will be used for work study salaries and benefits.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Eugenia Vincent, Dean, Student Financial Services  
Greg Sandoval, Vice President, Student Services

### Attachments:

[03182014\\_Resolution No. 34-13/14 – 2013-2014 CalWORKs Program](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 34-13/14

2013-2014 CalWORKs Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$50,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 18, 2014.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 34-13/14  
 2013-2014 CalWORKs Program**

Year	County	District	Date	Fund
14	33	07	3/18/2014	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	F00	1190	0	0000	0367	8626	50,000 00	REVENUE
								EXPENDITURES
12	FCW	1190	0	6020	4367	2331	48,881 00	Student Help Non-Instruct
12	FCW	1190	0	6020	4367	3620	1,119 00	Employee Benefits
							50,000 00	TOTAL REVENUE
							50,000 00	TOTAL EXPENDITURES



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

Meeting	3/18/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$84,100 – All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$411,343 for the period February 1, 2014 through February 28, 2014.

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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 \$84,100. The attached listing of contracts and agreements under \$84,100 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: Aaron Brown, Vice Chancellor, Business and Financial Services  
Majd Askar, Purchasing Manager

### Attachments:

[03182014\\_Contracts and Agreements Less than \\$84,100 Report \(February\)](#)

Contracts and Agreements Report-All District Resources  
 \$84,100 and Under  
 2/01/14 thru 2/28/14

PO#	Department	Vendor	Location	Description	Amount
C0004486	Customized Solutions	Riverside Transit Agency	Riverside	Training Services	\$ 30,001
C0004487	Risk Management	Lifelock Inc	Tempe, AZ	Professional Services	10,000
C0004488	Community & Economic Development	Kasetty, Rajan B	San Jose	Consultants	19,265
C0004489	Accounting Services	Higher One Inc	New Haven, CT	Bank Charges	15,000
C0004490	President - Moreno Valley	West Coast Lock & Safe	Riverside	Professional Services	766
C0004491	Workforce Preparation	Williams, Michaela J	Moreno Valley	Professional Services	1,725
C0004492	Public Affairs & Institutional Advancement	Meltwater News US Inc	San Francisco	Professional Services	3,000
C0004493	Student Services	National Student Clearinghouse	Herndon, VA	Memberships	850
C0004494	Facilities Planning & Development	AT&T	Sacramento	Engineering	15,733
C0004495	Facilities - Norco	Inland Inspections & Consulting	Riverside	Inspection	9,180
C0004496	Facilities - Norco	River City Testing	Riverside	Testing	8,030
C0004497	Academic Affairs	CAPA	Boston, MA	Conferences	1,000
C0004498	Health Services	In-N-Out Burger	Baldwin Park	Food	4,000
C0004499	Open Campus	KP Riverside LLC	Boston, MA	Rents and Leases	28,918
C0004500	Physical and Life Sciences - Norco	Thermo Fisher Scientific (Asheville) LLC	Hanover Park, IL	Repairs - Service	808
C0004501	EOPS - Norco	App Developers LLC	Ladera Ranch	Professional Services	2,460
N/A	Nursing	Student Health & Psychological Services	Riverside	Allows Students to Perform Services	No Cost
N/A	Nursing	Early Childhood Studies	Riverside	Allows Students Clinical Visits with Children	No Cost
N/A	Applied Technology	Scantron Corp.	Eagan, MN	Scantron Loaner	No Cost
N/A	Nursing	Janet Goeske Foundation	Riverside	Allows Students Clinical Visits with Clients	No Cost
N/A	HHPS	Healthy Smile Dentistry	Menifee	Clinical Site Affiliation	No Cost
N/A	HHPS	Ted T Im, DDS	Moreno Valley	Clinical Site Affiliation	No Cost
N/A	HHPS	Heinrich and Paulson Orthodontics	Loma Linda	Clinical Site Affiliation	No Cost
N/A	HHPS	James Sellas, DDS	San Bernardino	Clinical Site Affiliation	No Cost
N/A	HHPS	Steve Tatevossian, DDS	Redlands	Clinical Site Affiliation	No Cost
N/A	Workforce Preparation	Riverside County Office of Education	Riverside	Provides a Student Resource Specialist	No Cost
N/A	Customized Solutions	Flexsteel Industries, Inc.	Riverside	Customized Training	No Cost
<b>Additions to Approved/Ratify Contracts of \$84,100 and Under</b>					
C0003098	Information Services	Western Data Enterprises, Inc	Riverside	Repairs - Service	9,900
C0003230	Facilities Planning & Development	Tilden-Coil Constructors, Inc	Riverside	ADA Phase I - Construction Management Services	38,935
C0003717	Human Resources & Diversity	Keenan & Associates	Torance	Consultants	30,950
C0003805	Facilities - Moreno Valley	Fata Construction & Development	Riverside	MVC Phase III - Fencing & Demo	15,386
C0003807	Facilities - Moreno Valley	Best Contracting Services, Inc	Gardena	MVC Phase III - Flashing	41,154
C0003812	Facilities - Moreno Valley	Commercial Interiors Acoustics Inc	North Hollywood	MVC Phase III - Acoustic Ceilings	2,852
C0003813	Facilities - Moreno Valley	Fata Construction & Development	Riverside	MVC Phase III - Concrete	25,301
C0003819	Facilities - Moreno Valley	Pierre Sprinkler & Landscape	Monrovia	MVC Phase III - Landscaping	10,656
C0003822	Facilities - Moreno Valley	ISEC, Inc	Ontario	MVC Phase III - Miscellaneous Specialties	12,108
C0003968	Dean of Instruction - Moreno Valley	Shred-It	Riverside	Shredding Services	54
C0004019	Community Ed & Senior Citizen Education	Riverside County	Riverside	Rents and Leases	518
C0004133	Community & Economic Development	Plenum Revenue Group	Laguna Niguel	Consultants	325
C0004170	Customized Solutions	DLI Associates LLC	Kamuela, HI	Consultants	39,720
C0004193	RCCD Foundation	Sharp Electronics Corp.	Santee	Repairs - Service	773
C0004196	Customized Solutions	Carlson, Patricia J	Rancho Cucamonga	Training Programs	16,800
C0004281	Risk Management	Watten, Discoe, Bassett & McMains	Santa Ana	Legal	5,000
C0004321	Business Services - Moreno Valley	Tamra Kay Interior Design	Irvine	Amends/Adds Additional Services	No Cost
C0004331	Workforce Preparation	Victoriano, Marlene	Moreno Valley	Professional Services	75
C0004344	Customized Solutions	Developing Leaders	Fontana	Development	2,600



Contracts and Agreements Report-All District Resources  
\$84,100 and Under  
2/01/14 thru 2/28/14

PO#	Department	Vendor	Location	Description	Amount
C0004385	Disabled Student Services - Moreno Valley	Rise - ASL Interpreters	Hemet	Professional Services	6,000
C0004394	Community Ed & Senior Citizen Education	Youngerman, Stephen	Riverside	Professional Services	1,500
C0004461	President's Office - Riverside	Mission Inn	Riverside	Amends/Adds Upgraded Rooms & Wi-Fi	No Cost
				Total	<u>\$ 411,343</u>



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

Meeting	3/18/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Agreement for Financial Aid Disbursement Services between Riverside Community College District and Higher One, Inc.
College/District	District
Funding	general fund
Recommended Action	It is recommended that the Board of Trustees ratify the Service Agreement between the Riverside Community College District and Higher One, Inc. for financial aid disbursement services.

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### Background Narrative:

Riverside Community College District (RCCD) receives federal, state and local funding to assist students in paying for their educational costs while attending college. Sallie Mae Business Office Solutions, Inc. has been providing financial aid disbursement services to RCCD students. Recently, Sallie Mae sold its disbursement services division to Higher One, Inc. Through a collaborative process, RCCD has made the decision to engage Higher One, Inc. to provide financial aid disbursement services. The request is to enter into a service agreement with Higher One, Inc. The term of the service agreement is from January 25, 2014 through October 1, 2017 at an annual cost of \$5,000.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning  
Ed Bush, Vice President, Student Services  
Greg Sandoval, Vice President, Student Services  
Monica Green-Cochrane, Dean, Student Services

### Attachments:

[Service Agreement with Higher One, Inc. 3 18 14](#)

**SERVICES AGREEMENT**  
***OneDisburse Program***

**“Institution”:** Riverside Community College District, on behalf of Riverside City College, Norco Community College, and Moreno Valley College

**“Institution Address”:** 4800 Magnolia Ave  
Riverside, CA 92506  
Attn: Elizabeth Hilton  
Phone: 951.222.8712  
Email: Elizabeth.hilton@rcc.edu

**“Effective Date”:** 1/25/14

This Services Agreement (together with all exhibits hereto, this “Agreement”) is entered into as of the Effective Date between Higher One, Inc., a Delaware corporation located at 115 Munson Street in New Haven, CT 06511 (“Higher One”) and the Institution.

WHEREAS, the Institution desires that Higher One provide the Services (as described in Exhibit A and defined in Exhibit B hereto) to the Institution; and

WHEREAS, Higher One desires to deliver such Services under the terms set forth in Exhibits A and B hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Higher One and the Institution hereby agree as follows:

Higher One and the Institution will implement the Services described in the Exhibits on the following timeline:

**7/1/14 Go-Live Date:** For purposes of this Agreement, the “Go-Live Date” shall be the date on which implementation is complete and funds disbursement is fully operational.

The initial term of this Agreement will end on October 1 following the third anniversary of the Effective Date. This Agreement will automatically extend for two (2) additional one-year periods unless, at least 120 days prior to the end of the current term, either party notifies the other party in writing of its desire not to extend the Term of this Agreement.

Exhibit A (Description of Services) and Exhibit B (Terms and Conditions) are incorporated into this Agreement by reference.

Number of ATMs: 8

IN WITNESS WHEREOF, the Institution and Higher One have caused this Agreement to be executed as of the Effective Date.

**HIGHER ONE, INC.**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

By:   
Mark T. Volchek  
Chief Executive Officer

By: \_\_\_\_\_  
Aaron S. Brown  
Vice Chancellor, Business and Financial Services

Date: 1/23/14

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

Exhibit A  
Description of Services

*1. Definitions*

The following definitions apply to the terms set forth below when used in this Agreement:

- 1.1 **"ACH"** shall mean Automated Clearing House.
- 1.2 **"ATM"** shall mean a mechanized or electronic device that allows consumers to withdraw cash from a bank account and may provide additional functions.
- 1.3 **"Debit Card"** shall mean a Higher One MasterCard® (or other network) debit card that will provide access to each User's Higher One Account.
- 1.4 **"ERP"** shall mean an Institution System and/or third party vendor system that facilitates the enrollment, billing, grades, record keeping, and payroll of Users.
- 1.5 **"Government Rules"** shall mean all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.
- 1.6 **"Higher One Account"** shall mean a checking account opened and maintained by a User through Higher One.
- 1.7 **"Higher One Materials"** shall mean any computer programs (source and object code and executable form), communications protocols, specifications, layouts, flow charts, manuals and instruction books, websites, content, designs, logos, proprietary methods, marketing strategies and operational guidelines, as provided by Higher One to the Institution, or developed and used by Higher One in the course of performing the Services.
- 1.8 **"Institution Data"** shall mean any data or information of the Institution that is provided to Higher One in the performance of its obligations under this Agreement, including data and information with respect to the businesses, operations, facilities, products, consumer markets, assets, finances, and personal information of Users. For the avoidance of doubt, Institution Data may include basic User information including, but not limited to, the User's full name, physical address, phone number and date of birth. Additional required data will be determined during implementation. Institution Data shall not mean the data generated and used by Higher One to provide the Services to Users.
- 1.9 **"Institution System"** shall mean the equipment, hardware, and all related electronic equipment and any computer programs (source code, object code and executable form), used by the Institution to provide its products and services to Users and used by the Institution in conjunction with the Services.

1.10 **"Intellectual Property Rights"** shall mean any and all proprietary rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

1.11 **"Campus Transaction System"** shall mean an Institution System and/or third party vendor system that provides a multitude of campus services to Users through their Debit Card.

1.12 **"Operating Rules"** shall mean any written operating rules and regulations required by third party providers, including but not limited to VISA and MasterCard® (as applicable).

1.13 **"Services"** shall mean the services to be provided by Higher One to the Institution as set forth in Exhibit A.

1.14 **"User"** shall mean a faculty member, staff member, student, or other person affiliated with the Institution who is eligible to receive a Debit Card.

*2. General Description*

Higher One will arrange for each User to have access to a Higher One Account, held by a depository institution (the "Bank") that will allow for deposits and withdrawals. All Higher One Accounts will be insured by the Federal Deposit Insurance Corporation ("FDIC"). Deposit transactions may include those initiated electronically, through mail and by phone. Withdrawal transactions may include those initiated by the User directly through the use of the Debit Card, online or through paper checks.

Higher One will provide each User with a Debit Card. The Services to the Institution relating hereto will include the following:

- a. developing the design of the Debit Card;
- b. personalizing the Debit Card with full name and expiration date;
- c. encoding the Debit Card with an 16-digit card number (generated by Higher One) and, if necessary (as determined by the Institution), the Institution identification number as determined during set-up;
- d. delivering the Debit Card to Users via U.S. Postal Service mail or other method mutually agreed upon by Higher One and the Institution;
- e. disbursing of all funds that the Institution delivers to Users, including financial aid credit balances, tuition overpayments and similar ("Disbursements"); and
- f. making available standard online reports relating to Disbursements.

Higher One shall disburse all Disbursements to Users. Disbursements that constitute federal loan refunds under Title IV of the Higher Education Act will be directly paid to Users within the timeframes set forth in the cash management regulations promulgated by the U.S. Department of Education under the Higher Education Act ("Title IV Regulations"). Users will have the option to receive the refunds deposited directly into the Higher One Account, through an electronic ACH transfer to a third party bank account or by paper check. If a User does not have a valid refund preference selection and such Disbursement is subject to Title IV Regulations, Higher One will issue a check to such User within fourteen (14) days. To initiate the Disbursement, the Institution will provide to Higher One data indicating recipients of funds. To confirm the disbursement request, the Institution must wire transfer the funds to an account designated by Higher One.

Upon the request of the Institution, Higher One will provide functionality to allow Users to use funds in their Higher One Account for on-campus purchases through the Institution Campus Transaction System. In the event of an error or if a User has a negative balance in his or her respective Higher One Account, Higher One is authorized to reverse any transfers to on-campus spending accounts, if the funds are still available in such account.

### *3. Marketing*

Higher One shall have the limited right and license, for the purpose of fulfilling all of the Services, to use the current and future respective name, trademarks, service marks, copyrights and logos of the Institution. Specifically, in the event that a student does not wish to have a Debit Card, but prefers a paper check, the Institution gives permission to Higher One and its check printing vendor to use the Institution name and the Institution logos for the purpose of check printing. This and any similar permission is granted royalty-free and may be used exclusively by Higher One and its affiliates for Higher One Accounts associated with the Institution.

Higher One will develop and distribute information marketing the Services to Users by any one or more of the following methods: email, direct mail, telephone, Institution distributed mail, posters, brochures, press releases, and news advertisements. Higher One and the Institution will jointly approve any marketing materials using Institution marks. Institution agrees to not create, re-create, alter, amend, or adjust Higher One marketing materials after the parties jointly approve the same. Any subsequent changes to Higher One marketing materials must be requested in writing by Institution and approved by Higher One. Higher One will contact Higher One Account holders with information regarding their accounts and related services, as permitted or required by law. The Higher One, Inc. Services Agreement

Institution will allow Higher One to include marketing materials in appropriate Institution mailings. Additionally, the Institution will provide Higher One a means of contacting all Users electronically to inform them about the Services.

### *4. Customer Service*

Higher One will maintain its standard website that will provide the following functions: Higher One Account information, including transaction information, electronic funds transfer request capability, disbursement status information, customer service contact information and other relevant Higher One and the Institution information. For additional customization of website functionality above the standard offering, Higher One will provide a price quote to the Institution prior to commencing customization work. Higher One shall provide industry standard customer service with respect to the Services for every User. Communication channels between the Users and Higher One shall include phone, email, US mail, fax and website. Website availability shall be subject to scheduled and unscheduled downtime, which Higher One shall communicate to the Institution if possible.

### *5. ATMs*

Higher One or one of its affiliates shall purchase or lease the number of ATMs specified on the first page of this Agreement at Higher One's cost and shall be permitted to install such ATMs, and related equipment, on the Institution's premises. The ATM(s) shall be installed, serviced and maintained by Higher One, one of its affiliates or a third party contracted by Higher One or one of its affiliates. The ATM(s) shall use a major ATM network that will facilitate national and international access.

Higher One shall provide a wireless (cellular) communication option for the ATMs being provided to the Institution. Higher One shall cover the cost of the standard wireless service if the approved ATM site meets the Higher One wireless router requirements. In the event that an approved site does not meet the Higher One wireless router requirements, or if an existing wireless communication signal becomes unreliable at any time after installation, the installation and maintenance of a dedicated analog phone line (a "POTS Line") shall be the responsibility of the Institution.

The Institution acknowledges and agrees that Higher One is providing such ATM(s) as part of its efforts to ensure compliance with the statutory or regulatory provisions under Title IV of the Higher Education Act program ("Title IV HEA Program"). Institution acknowledges that the Department of Education requires schools offering a debit card product to their students to confirm that a fee

free automated teller machine is located on or immediately adjacent to the Institution's campus and that Institution is solely responsible for determining that this requirement is satisfied.

#### 6. Rewards and Deals

Higher One, one of its affiliates or a third party contracted by Higher One, may maintain various rewards and incentive programs, from time to time, that would be available to Users. Higher One, one of its affiliates or a third party contracted by Higher One, shall be responsible for the recruitment and management of participating merchants, deals and other promotions, and the assignment and administration of any User benefits. Higher One shall be responsible for informing Users of any such programs offered and the associated terms and conditions of the respective programs.

#### 7. Intentionally omitted.

#### 8. Miscellaneous Higher One Obligations

Pursuant to the terms of this Agreement, Higher One shall be responsible for the following actions:

- a. producing and mailing of the Debit Cards to the Institution or User within five (5) business days of receipt of record for both new and replacement Debit Cards;
- b. monitoring of the Higher One Account including fraudulent use of the Debit Card by persons other than the User;
- c. making available online monthly Higher One Account statements to Users and providing necessary services for Higher One Account transactions to comply with Regulation E (15 U.S.C. 1693 *et seq*); and
- d. providing secure logins to authorized representatives of the Institution that will allow access to standard reports online related to Disbursements and other information.

The Institution shall be responsible for the protection and the management of the logins of each of its authorized representatives into Higher One's systems and shall be liable for any disclosure, theft or abuse of logins.

#### 9. Charges to the Institution

The Institution shall pay to Higher One the fees and amounts as described below. The Institution acknowledges that the fees and other amounts due to Higher One, as set forth below, do not include taxes, duties or other governmental charges including, but not limited to, sales, use, excise, and value added taxes (but excluding any taxes imposed on Higher One's income), and the Institution shall pay such taxes if applicable and levied or

imposed by any government authority in connection with the Services.

#### 9.1 Institution Charges

(a) Set-up and Implementation Costs: The Institution acknowledges that Higher One commits a significant investment in set-up, marketing and other implementation-related services. Therefore, the Institution agrees to supply adequate and appropriate staff resources and commence project implementation on or before February 13, 2014. With the exception of causes outside the control of the Institution, the Institution shall pay an implementation fee in the amount of \$2,500 for every thirty (30) days that the Services are not launched by the "Go-Live Date" set forth on the first page of this Agreement.

(b) Fees: The Institution agrees to pay Higher One an annual subscription fee in an amount equal to \$5,000 for the Services. The Institution agrees to pay Higher One the annual subscription fee within thirty (30) days of the Effective Date of this Agreement. Thereafter, the Institution agrees to pay Higher One the annual subscription fee on or before the anniversary of the Effective Date of each respective calendar year, for the term of the Agreement.

The annual subscription fee shall encompass the following services, including and limited to:

- (i) new cards;
- (ii) inactive replacement cards;
- (iii) Disbursements (Higher One Account, paper checks, ACH, default Title IV paper checks, & PLUS Loan Refunds);
- (iv) refund reversals;
- (v) one (1) courtesy phone for Norco College;
- (vi) one (1) courtesy phone for Moreno Valley College;
- (vii) two (2) courtesy phones for Riverside City College; and
- (viii) eight (8) ATM placement(s).

Higher One will collect all active replacement card fees directly from Users.

Higher One shall provide Debit Cards to Users who are credit-seeking students enrolled at the Institution.

To the extent that the Institution processes less than 90% of all Disbursements through Higher One's OneDisburse® system in any given semester, Higher One reserves the right to charge the Institution a card maintenance fee of \$1 per month per User.

(c) Additional Charges: The Institution may request the following optional services (which are not otherwise included pursuant to the terms of this Agreement) and the cost of such services shall be quoted upon request:

- a. any additional on-site training and support that is requested post implementation and launch of the Services;
- b. non-standard features on the Higher One website and custom reports;
- c. additional ATM placements;
- d. exception handling for Disbursements;
- e. non-basic marketing support or changes to standard marketing materials;
- f. modifications to card design after approval, or additional card features such as proximity or smart chips (pricing above includes standard embossed mag-stripe cards only);
- g. assistance in de-converting from the Services;
- h. excessive data transfer (charged in the event that unnecessary files and/or data are uploaded to Higher One's system); and
- i. campus visits requested by the Institution after the implementation and launch of the Services.

The aforementioned optional services will be quoted at Higher One's then standard hourly rates. The current standard hourly rate is \$275 per hour for technical and project management time. For large projects, discounts on the standard hourly rates may be available. For the avoidance of doubt, to the extent that Higher One and the Institution agree that Higher One shall provide any of these optional services listed in this subsection (c), such additional optional services may only be added by a written amendment, addendum or additional exhibit to this Agreement, and additional charges for such optional services may apply.

**9.2 Invoices**

To the extent that an invoice is issued to the Institution for charges incurred, the Institution shall pay such invoices within thirty (30) days of the date of the invoice. In the event any amounts due remain unpaid beyond the 30<sup>th</sup> day, Higher One reserves the right to charge the Institution a late fee of 1.5% of the unpaid amount for each month such amount remains unpaid. With the exception of any amounts that the Institution disputes in writing in good faith within thirty (30) days of invoice date, the Institution agrees that it shall neither make nor assert any right of deduction or set off from fees on invoices submitted by Higher One. The Institution acknowledges that the above pricing structure is based on Higher One being allowed to provide all of the Services contained in this Agreement. Any change to the terms, scope, timeline or the Services may result in a modification to the pricing set forth above. Additionally, Higher One reserves the right to increase any fees and prices annually by a factor not to exceed the greater of 5% or the U.S. Department of Labor, Consumer Price Index (CPI-U).

Please complete the following contact information block with the appropriate Institution billing information:

<b>Primary Billing Contact &amp; Title</b>	
<b>Address Line 1</b>	
<b>Address Line 2</b>	
<b>City, State, Zip Code</b>	
<b>Email Address (for electronic invoices)</b>	
<b>Contact Phone No.</b>	

Exhibit B  
Terms and Conditions

**1. PROVISIONS OF SERVICES**

**1.1 Terms Governing Services.** This exhibit sets forth the terms and conditions applicable to any of the Services which may be provided by Higher One to the Institution during the Term.

**1.2 Changes or Additions to Scope.** Either party may propose a change to any exhibit, or any additional services to be provided by Higher One to the Institution under an additional exhibit; however, no such change or additional services shall become part of this Agreement unless and until accepted and agreed in writing by both parties. Upon such execution, such amended or supplemental exhibit (and any of the Services) shall become part of this Agreement.

**1.3 Conditions Precedent to Services.** Higher One's obligations hereunder shall be subject to obtaining regulatory and third party approvals needed to provide the Services.

**2. INSTITUTION OBLIGATIONS**

The Institution understands and agrees that Higher One's performance of its obligations hereunder is dependent upon the Institution's cooperation and timely performance of certain tasks and obligations. These tasks and obligations are set forth below and shall include, but are not limited to:

- a. assigning adequate personnel to assist Higher One in the performance of the Services and providing assistance to and coordinating with third party providers of the Institution System to facilitate the timely implementation and performance of the Services;
- b. providing any technical data and other technical information necessary for access to the Institution System and for the performance of the Services;
- c. facilitating any integration and coordinating with Institution System third party vendors including but not limited to Campus Transaction System, ERP and other providers (as applicable) in order to connect the Services with the Institution System;
- d. maintaining and operating all of the features and functionalities of the Institution System, unless otherwise expressly stated in Exhibit A, and protecting all information stored on the Institution System;
- e. providing Higher One electrical outlets and space on the Institution's campus to install (at a minimum) the number of ATMs, and related equipment, specified on the first page of this Agreement, and, in the event a wireless cellular connection is insufficient or unavailable, providing and paying for dedicated telecommunication lines for all Higher One ATMs;
- f. installing and maintaining a dedicated POTS Line and a dedicated power circuit for any ATM that does not meet the Higher One wireless router requirements;
- g. assisting Higher One in the design of marketing information related to the Services;

- h. providing Higher One the right to have marketing materials related to the Services included within Institution mailings to Users, continuing to remain responsible for any expenses, including postage, relating to the Institution distributed mailings to Users;
- i. refraining from entering into any agreement or similar relationship with any other third party provider relating to refund disbursement or to the co-branding of checking accounts and/or debit, store-valued or equivalent cards during the Term;
- j. providing (i) access to and assistance with marketing information related to the Services to be distributed to Users by the Institution and (ii) timely decisions and approvals necessary for the timely delivery of the Services;
- k. generating and distributing of payroll stubs and associated tax-related information to the extent that Higher One is handling payroll disbursements;
- l. issuing and distributing temporary cards, which will not be Debit Cards in the event that the Institution desires to provide Users with a temporary card in the case of loss or theft of a Users Debit Card; and
- m. providing Institution Data to Higher One to perform the Services.

**3. COMPLIANCE AND WARRANTIES OF PARTIES**

**3.1 Compliance.** Higher One and the Institution shall comply in all material respects with any Government Rules, Operating Rules and Higher One Materials applicable to the Services and/or the performance of their obligations hereunder.

**3.2 Higher One.** Higher One represents and warrants that: (i) its performance of the Services materially complies with all applicable Government Rules; (ii) none of the Higher One Materials contains any defamatory, damaging, obscene or offensive materials, or any materials that knowingly infringe or breach any third party's copyrights, trade secrets or other intellectual property rights; and (iii) all storage, maintenance and use of the Institution Data by Higher One will materially be in compliance with all Government Rules.

**3.3 Title IV Program Compliance.** Higher One agrees to the following: (i) to comply with all statutory or regulatory provisions, and special arrangements, agreements, limitations, suspensions, and terminations entered into under Title IV of the Higher Education Act program ("Title IV HEA Program"); (ii) to refer to the U.S. Department of Education Office of Inspector General for Investigations any information indicating there is reasonable cause to believe either: (a) the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution's administration of any Title IV HEA Program, or (b) an applicant for Title IV HEA Program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application; (iii) to be jointly and severally liable with the Institution for any violation by Higher One of any statutory or regulatory provisions, and special arrangements, agreements,



limitations, suspensions, and terminations entered into under the Title IV HEA Program; (iv) to make available to the Institution all records in Higher One's possession pertaining to the Institution's participation in the program or programs for which the Services are no longer provided, if this Agreement is terminated, or Higher One stops providing the Services, goes out of business, or files a petition under the US Bankruptcy Code; and (v) to submit any required compliance audit to the U.S. Department of Education.

**3.4 Institution.** The Institution represents and warrants to Higher One that: (i) it has obtained in writing any licenses, permits, registrations, waiver or other authorizations from any party necessary for Higher One to access and use the Institution Data and Institution System to perform the Services; (ii) the Institution Data is complete and accurate, to the best of the Institution's knowledge, and the Institution has reasonable and appropriate procedures to insure same; and (iii) the Institution Data and the Institution System do not contain any defamatory, damaging, obscene or offensive materials, or any materials that infringe or breach any third party's copyrights, trade secrets or other intellectual property rights.

#### 4. CONFIDENTIALITY

**4.1 Confidential Information.** Higher One and the Institution each acknowledges that confidential and proprietary information that has commercial value to the disclosing party in its business that is not in the public domain will be disclosed to the other party. For purposes of this Agreement, "Confidential Information" shall mean (i) all information of a party that is marked "confidential", "proprietary", "internal" or with a similar designation or that from the circumstances a party should reasonably understand to be confidential or proprietary to the other party and (ii) trade secrets, confidential knowledge, know-how, software, technical information, data or other proprietary information or business information regarding business planning and operations of disclosing party.

**4.2 Obligations.** Each party shall only use the Confidential Information of the other party to perform its obligations under this Agreement. Each party will use at least the same degree of care, but not less than reasonable care, and to the extent permitted by Government Rules, to prevent any disclosure to third parties of the Confidential Information of the other party as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature; provided, however, that each party may disclose such information to its employees, agents, subcontractors and vendors who have a need to know such information, who have been advised by the disclosing party of the obligation to preserve such information's confidentiality, and who have entered into a written confidentiality agreement containing obligations materially similar to those contained in this Section. The disclosing party shall be responsible for any breach by any of its employees, agents, subcontractors or vendors of any such confidentiality obligations. Upon expiration or termination of this Agreement for any reason, each party shall return promptly to the other party all Confidential Information in such party's possession and certify in writing to the other party its compliance with this sentence.

**4.3 Exclusions.** Notwithstanding the foregoing, this Section will not apply to any Confidential Information of a party that the other party can demonstrate as evidenced by written records: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure not subject to any confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; (v) was independently developed by or for the receiving party without reference to Confidential Information of the furnishing party; or (vi) may be required to be disclosed under Government Rules, or as may be required to comply with legal process, provided, however, that the disclosing party shall first give the other party notice of any such disclosure and shall only disclose so much of the other party's Confidential Information as is necessary to comply with the applicable legal requirement or process. Institution Data shall not be deemed Confidential Information for purposes of this Section but shall be subject to Section 5.

**4.4 Equitable Remedies.** Each party acknowledges that, to the extent that it breaches (or threatens to breach) its obligations under this Section, the other party will be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or threatened to breach) any such obligations, such party will not oppose the entry of an appropriate order restraining it from any further breaches (or threatened breaches).

#### 5. INSTITUTION DATA

**5.1 Higher One.** Higher One agrees to store and use the Institution Data in compliance with all Government Rules and in accordance with industry standards. Higher One shall share the Institution Data with third parties solely as necessary to provide the Services hereunder or as may be required to be disclosed under Government Rules or to comply with legal processes. All personal User information will be handled per Higher One's privacy policy (as may be revised from time to time) and in accordance with the Family Educational Rights and Privacy Act (Buckley Amendment) and the Gramm-Leach-Bliley Act, as applicable.

**5.2 Institution.** The Institution understands and agrees that, to the extent applicable under the provisions of Government Rules, it may be subject to examination by regulatory entities for the Services provided in connection with this Agreement. In addition, the Institution shall comply with all applicable requirements of Government Rules by taking appropriate measures to ensure the security, confidentiality, availability and integrity of all Institution Data and Confidential Information and to protect against unauthorized access to or use of such information.

#### 6. OWNERSHIP

**6.1 Higher One.** Higher One shall be the sole and exclusive owner of the Higher One Materials, banking and Higher One related items on the Debit Card, and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied

under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created. No ownership of the Higher One Materials or the Intellectual Property Rights in and to them shall be transferred to the Institution.

**6.2 Institution.** The Institution is and shall be the sole and exclusive owner of the Institution System, Institution related items on the Debit Card, and all Intellectual Property Rights therein.

## 7. INSURANCE

Prior to commencing performance, Higher One shall secure, and maintain in force until termination of this Agreement, not less than the following insurance coverage:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Comp/Employer's Liability	Statutory Limit/\$500,000 Each Accident
Commercial General Liability	\$2,000,000 Each Occurrence
Commercial Auto Liability	\$1,000,000 Combined Single Limit
Fidelity/Employee Dishonesty	\$2,000,000
Excess/Umbrella Liability	\$8,000,000 Each Occurrence and in aggregate

All User Higher One Accounts will be insured with the FDIC. If requested by the Institution in writing, the Institution will be named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies, and the Workers Compensation insurance carrier will waive rights of subrogation against the Institution. Evidence of such coverage will be provided to the Institution upon request.

## 8. INDEMNIFICATION

To the extent permitted by the laws of the state in which the Institution is located, each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees and agents (the "Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs and expenses (including actual and reasonable attorneys' fees), which result from or arise in connection with any breach by the Indemnifying Party of any of its warranties made including breach by the Indemnifying Party's employees, contractors, subcontractors, agents and assignees set forth herein. The Indemnifying Party shall be promptly notified of any such claim, action, or demand and shall have the right, at its own expense, to participate in the defense thereof with counsel of its own choosing; provided, however, that the Indemnifying Party's decision in connection with the defense or settlement of any such claim, action, or demand shall be final, subject to the terms otherwise contained in this Agreement. The foregoing states the entirety of the parties' obligations with respect to any claim by any third Party.

## 9. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT FOR REPRESENTATIONS OR WARRANTIES EXPRESSLY MADE IN SECTION 3.2, HIGHER ONE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN

EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO THE INSTITUTION, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, THE HIGHER ONE MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. NEITHER HIGHER ONE NOR THE INSTITUTION SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY HIGHER ONE FROM THE INSTITUTION UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## 10. DELAY - FORCE MAJEURE

Neither party shall be liable to the other party or be deemed to be in breach of this Agreement to the extent that performance of such party's obligations under this Agreement are delayed or prevented as a result of any event beyond the reasonable control of a party and shall include, without limitation, (i) acts of God, explosion, or fire; (ii) war or threat of war, terrorism, sabotage, riot, revolution, civil disturbance or requisition; (iii) acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental authority; or (iv) strikes, lockouts, or other industrial actions or trade disputes. The party experiencing excusable delay shall be excused from performance of such obligations so affected by the excusable delay event for the period during which the excusable delay event continues and for such time thereafter as is reasonably necessary to overcome the effects of such excusable delay. Both parties shall use all reasonable best efforts to overcome or work around the excusable delay event as soon as reasonably practicable. In addition, neither party shall be liable to the other party for any late or non-performance of its obligations hereunder to the extent such delay or non-performance is due to the delay or non-performance by such other party of its obligations hereunder.

## 11. TERM; TERMINATION

**11.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for the period of time set forth on the first page of this Agreement, unless earlier terminated pursuant to the terms herein. The parties may renew this Agreement upon written agreement for subsequent terms as set forth on the first page of this Agreement. The initial term and any renewal term shall be referred to collectively as the "Term".

**11.2 Termination for Cause.** If either party fails to perform any of its material obligations under this Agreement (including failure to pay any amounts when due) and does not cure such failures within ninety (90) days (or such other time period as may be provided hereunder) after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Agreement as of the date specified in such notice of termination.

**11.3 Survival.** Any and all payment obligations under this Agreement, any applicable definitions and the following sections of this exhibit shall survive any expiration or termination of this Agreement: 4, 5, 6, 8, 9, 12 and 13.

**11.4 Termination Procedures.** Both parties shall be involved in notifying Users of a termination of the Services provided pursuant to this Agreement and the options they may exercise as a result of such termination. Users are responsible to decide whether to maintain their respective Higher One Account through Higher One or to actively change their banking relationship. De-conversion charges may apply at Higher One's then current standard hourly rates.

## 12. ARBITRATION, GOVERNING LAW AND VENUE

**12.1 Arbitration.** If permitted under the laws of the state in which the Institution is located, the parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with this Agreement shall be referred to arbitration for final and binding resolution. Either party to this Agreement may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the Institution is located as set forth above. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of this Agreement and acknowledges that it would not enter into this Agreement in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.

**12.2 Law and Venue.** The laws of United States and the State of California shall govern this Agreement, without regard to its conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the state and federal courts located in the state in which the Institution is located as set forth herein.

## 13. GENERAL

**13.1 Independent Contractor Relationship.** Higher One is acting as an independent contractor under this Agreement and nothing in this Agreement shall be deemed or construed to create a partnership, joint venture or employer-employee relationship between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

**13.2 Notices.** Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally, (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by facsimile or email, as follows:

- If to Higher One:

Higher One Inc.  
Attn: Contract Administrator  
115 Munson Street  
New Haven, CT 06511  
Email: [contracts@higherone.com](mailto:contracts@higherone.com)  
Fax: 203-776-7796

- If to the Institution:

See the Institution's address on first page of this Agreement.

All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

**13.3 Subcontracting.** Higher One shall have the right to utilize the services of subcontractors in performing the Services, provided that Higher One shall retain responsibility to the Institution for performance of the Services under this Agreement.

**13.4 Publicity.** The Institution agrees that Higher One may reference the Institution as its client, including using the Institution name, service marks, copyrights, licenses, trademarks, logos, colors, slogan, mascot and Debit Card design in the Services, sales and marketing materials, website, and customer service.

**13.5 Amendment or Waiver.** No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

**13.6 Headings and Captions.** The headings and captions of this Agreement are included for convenience only and shall not be considered in construction of the provisions hereof.

**13.7 Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

**13.8 Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

**13.9 Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other agreements and communications, oral or written, between the parties regarding such subject matter.

**13.10 Assignment.** Higher One may assign this Agreement and shall provide the Institution notice of such assignment within thirty (30) days thereof.

**13.11 Books and Records.** Higher One will maintain accurate books and records of all funds received and disbursed in connection with its scope of work, including any and all

documentation of any kind, correspondence, and other papers and documents relating to this Agreement. All books and records, relating to the Institution program, are to be prepared and kept in accordance with generally accepted accounting principles consistently applied. Higher One shall ensure adequate control over all books, records, and files, relating to the Institution program. Higher One shall preserve all such books and records for at least three (3) years after the close of the calendar year to which they relate and are subject to audit.



## Agenda Item (VI-B-7)

Meeting	3/18/2014 - 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: Cynthia Azari, Interim Chancellor  
Kathy Tizcareno, Administrative Assistant

### Attachments:

[031814\\_Out of State Travel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: March 18, 2014

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

Retroactive:

- 1) Dr. Tim Brown, professor, English and media studies, to travel to Albuquerque, New Mexico, March 3 – 7, 2014, to attend the Accrediting Commission for Colleges and Junior Colleges' (ACCJC) Carrington College site visit. There is no cost to the District. (Dr. Brown was not notified of the ACCJC site visit until after the February regular Board meeting. Therefore, this travel request could not be included in the Board report.)

Revisions:

- 2) Dr. Cynthia E. Azari, Interim Chancellor, to travel to Washington, DC, February 9-14, 2014, to attend the Association of Community College Trustees (ACCT) 2014 Community College National Legislative Summit. Estimated cost: \$3,007.00. Funding source: the general fund. (The cost of travel increased to \$3,353.98 due to inclement weather.)
- 3) Ms. Virginia Blumenthal, President, Board of Trustees, to travel to Washington, DC, February 9-13, 2014, to attend the Association of Community College Trustees (ACCT) 2014 National Legislative Summit. Estimated cost: \$3,059.80. Funding source: the general fund. (The dates of travel changed to February 9-12, 2014 due to inclement weather.)
- 4) Ms. Chris Carlson, chief of staff & facilities development, to travel to Washington, DC, February 9-13, 2014, to attend the Association of Community College Trustees (ACCT) 2014 National Legislative Summit. Estimated cost: \$3,060.00. Funding source: the general fund. (The dates of travel changed to February 9-16, 2014, due to inclement weather and the cost increased to \$3,844.26.)
- 5) Ms. Mary Figueroa, Board Member, Board of Trustees, to travel to Washington, DC, February 7-13, 2014, to attend the Association of Community College Trustees (ACCT) Board meeting, ACCT Public Policy Committee meeting, and the 2014 ACCT National Legislative Summit. Estimated cost: \$4,257.00. Funding source: the general fund. (The dates of travel changed to February 7-16, 2014, due to inclement weather and the cost increased to \$5,326.58.)
- 6) Mr. Nathan Miller, Secretary, Board of Trustees, to travel to Washington, DC, February 11-13, 2014, to attend the Association of Community College Trustees (ACCT) 2014 National Legislative Summit. Estimated cost: \$2,480.00. Funding source: the general fund. (The dates of travel changed to February 11-17, 2014, due to inclement weather and the cost increased to \$2,775.77.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: March 18, 2014

Current:

*Moreno Valley College:*

None

*Norco College:*

None

*Riverside City College:*

- 1) Ms. Gina Harold, assistant professor, nursing, to travel to Nashville, Tennessee, April 8-13, 2014, to attend the National Student Nursing Association (NSNA) 2014 Annual Convention: Strong Voices & Big Dreams: Influencing the Future. Estimated cost: \$1,999.62. Funding source: Perkins Title I-C Grant funds.
- 2) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 1-6, 2014, to accompany 28 students competing at the Winter Guard International Championship for RCC's "Fantasia." There is no cost to the District. Student costs: \$22,400.00. Funding source: the Marching Band Trust funds.
- 3) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to Dayton, Ohio, April 8-13, 2014, to accompany 40 students competing at the Winter Guard International Championship for RCC's "Drumline." There is no cost to the District. Student costs: \$32,000.00. Funding source: the Marching Band Trust funds.
- 4) Ms. Rebecca Moon-Stone, supplemental instruction coordinator, academic support, to travel to Chicago, Illinois, May 22-26, 2014, to attend the Miles of Possibilities / The 8<sup>th</sup> Annual Conference on Supplemental Instruction. Estimated cost: \$2,202.81. Funding source: Pathways to Excellence Title V Grant funds.
- 5) Dr. William Phelps, associate professor, geology, to travel to Springdale, Utah, April 11-19, 2014, to attend the Geology 31 Regional Field Studies. Estimated cost: \$6,115.16. Funding source: the general fund.
- 6) Ms. Toni Rangel, early childhood education center manager, to travel to Portland, Oregon, April 9-12, 2014, to attend the National Coalition for Campus Children's Centers Annual Conference and Professional Institute. Estimated cost: \$1,971.36. Funding source: Perkins Title I-C Grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: March 18, 2014

- 7) Dr. Ward Schinke, associate professor, political science, to travel to New York City, New York, April 12-20, 2014, to accompany ten (10) students attending the National Model United Nations Conference. Estimated cost: \$22,877.36. Funding sources: \$4,000.00 from ASRCC, \$1,300.00 from the Model United Nations funds, \$12,977.36 from the general fund, \$4,000.00 from the Friends of Forensics, and \$600.00 from the RCCD Foundation.

*Riverside Community College District:*

- 1) Mr. Jeff Williamson, statewide director, Center for International Trade Development, to travel to Hong Kong, Shenzhen, and China, April 13-20, 2014, to attend the China Medical Equipment Fair. Estimated cost: \$4,041.00. Funding source: California State Trade and Export Promotion Program Grant funds.





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

Meeting	3/18/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Surplus Property
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find 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.

---

### 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: Aaron Brown, Vice Chancellor, Business and Financial Services  
Bill Bogle, Controller

### Attachments:

[03182014\\_Surplus Property List \(March\)](#)

**SURPLUS PROPERTY  
 MARCH 18, 2013**

QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG#
1	HITACHI	LCD PROJECTOR	CP-X255	F6C002912	31938
1	HITACHI	LCD PROJECTOR	CP-X401	F8HU04418	40221
1	HITACHI	LCD PROJECTOR	C-PX445	F7C004607	32665
1	SONY	LCD PROJECTOR	VPL-PX11	6504421	20157
1	HITACHI	LCD PROJECTOR	CP-X445	F7A004376	40221
1	SONY	LCD PROJECTOR	VPL-PX11	6504419	32665
1	HITACHI	LCD PROJECTOR	CP-X401	F8EU01965	20157
1	HITACHI	LCD PROJECTOR	CP-X445	F7B004560	32656
1	SONY	LCD PROJECTOR	VPL-PX11	12664	20159
1	HITACHI	LCD PROJECTOR	VPL-PX11	13318	40223
1	HITACHI	LCD PROJECTOR	FX-DUO-77	FXD77-B15565	34158
1	SONY	LCD PROJECTOR	VPL-PX11	122664	19189
1	SONY	LCD PROJECTOR	VPL-PX11	13318	19192
1	HITACHI	LCD PROJECTOR	FX-DUO-77	FXD77-B15565	41378
1	HITACHI	LCD PROJECTOR	FX-DUO-77	FXD-B1556511	41354
1	GATEWAY	LAPTOP	450SX4	30091857	21083
1	GATEWAY	LAPTOP	600YG2	30265398	22324
1	GATEWAY	LAPTOP	600YG2	30265394	22320
1	DELL	LAPTOP	D800	25RC871	26188
1	DELL	LAPTOP	D800	53RC871	26185
1	DELL	LAPTOP	D620	664MZC1	34150
1	DELL	LAPTOP	D620	FW3MZC1	32675
1	DELL	LAPTOP	D620	2Z3MZC1	34154
1	DELL	LAPTOP	D620	334MZC1	34155
1	DELL	LAPTOP	D620	924MZC1	36372
1	DELL	LAPTOP	D630	8MQ1BD1	36371
1	DELL	LAPTOP	D630	20Q1BD1	36286
1	DELL	LAPTOP	D630	2LP1BD1	23322
1	GATEWAY	LAPTOP	M675	3298106	23178
1	GATEWAY	LAPTOP	M675	32813587	23458
1	HITACHI	LCD PROJECTOR	C-X1250	G7E104706	35652
1	SONY	LCD PROJECTOR	VPL-PX15	12493	19185
1	HITACHI	LCD PROJECTOR	CP-X445	F7D004945	34159
1	HITACHI	LCD PROJECTOR	CP-X417	F8L004935	35773
1	GATEWAY	LAPTOP	600YG2	30265418	22329
1	APPLE	LAPTOP	MAC	W841304PNRW	23323
1	N/A	2 DRAWER FILE CABINET	N/A	N/A	NONE
1	N/A	2 DRAWER FILE CABINET	N/A	NA/	NONE
1	PANASONIC	TV	CT-1030M	KA3620041	NONE
1	PANASONIC	TV	CT-1030M	KA0630397	NONE
1	SHARP	CALCULATOR	10 KEY	0D26829X	NONE
1	IBICO	CALCULATOR	10 KEY	970602	NONE
1	MOVEEASY	PADDED CARRIER	NONE	NONE	NONE
1	OFFICE DEPOT	FILE CART	NONE	NONE	NONE
1	XEROX	TYPEWRITER	6015	NONE	NONE
1	GATEWAY	CPU	E-6500	36664064	33536
1	VICTOR	READER	DAISY MP3	TD206A43060062	NONE
1	VICTOR	READER	DAISY MP3	TD206A350600468	NONE
1	VICTOR	READER	DAISY MP3	D206A156000221	NONE
1	VICTOR	READER	DAISY MP3	D206A350600469	NONE
1	VICTOR	READER	DAISY MP3	D206A350600469	NONE
1	ALPHASMART	WORD PROCESSOR	3000	ALF3000-050010168	NONE
1	ALPHASMART	WORD PROCESSOR	3000	ALF3000-050010433	NONE
1	ALPHASMART	WORD PROCESSOR	3000	ALF3000-0500-10334	NONE
1	ALPHASMART	WORD PROCESSOR	3000	ALF3000-0500-10356	NONE
1	PANASONIC	VCR	PVS7670	H7SA31226	10401
1	PANASONIC	VCR	PVS7670	H7SA31234	10402
1	PANASONIC	VCR	AG1980P	H6TC00701	9019
1	PANASONIC	TV	G13R16V	MB72441334	10422
1	PANASONIC	TV	G1030M	KA3340192	10428



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

Meeting	3/18/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-b)
Subject	Notices of Completion
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees 1) accept the projects listed on the attachment as complete, and 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).

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### Background Narrative:

Facilities Planning & Development staff reports that the projects listed on the attachment are now complete.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Chris Carlson, Chief of Staff & Facilities Development  
Calvin Belcher, Project Manager  
Steve Monsanto, Director, Facilities  
John Recinos, Director, Facilities  
Majd Askar, Purchasing Manager

### Attachments:

[03182014\\_Notices of Completion](#)

## COMPLETED PROJECTS

March 18, 2014

### **Project**

Intelligent Fire Alarm Detection System (NC)  
Exterior/Interior Painting (MVC)  
ADA Transition Plan Implementation (RCC)  
Phase 1 Barrier Removal – Concrete

### **Contractor**

Apple Valley Communications, Inc.  
Color New Co.  
  
Fata Construction & Development

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

Name Aaron S. Brown  
Business and Financial Services  
Street Address 4800 Magnolia Avenue  
City & State Riverside, CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "In Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 03/18/2014. The work done was:  
Intelligent Fire Alarm Detection System at Norco College

- The name of the contractor, if any, for such work of improvement was Apple Valley Communications, Inc.

(If no contractor for work of improvement as a whole, insert "none")

- The property on which said work of improvement was completed is in the city of Norco,  
County of Riverside, State of California, and is described as follows: Community College

- The street address of said property is 2001 Third Street, Norco, CA 92860

(If no street address has been officially assigned, insert "none")

Dated: 03/18/2014

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

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

Executed on \_\_\_\_\_, 20 14, at Riverside, California.

(Date of signature)

(City where signed)

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

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

Name **Aaron S. Brown**  
Business and Financial Services  
Street Address **4800 Magnolia Avenue**  
City & State **Riverside, CA 92506**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 03/18/2014. The work done was:  
Exterior/Interior Painting at Moreno Valley College
- The name of the contractor, if any, for such work of improvement was Color New Co.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Moreno Valley, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 16130 Lasselle Street, Moreno Valley, CA 92551  
(If no street address has been officially assigned, insert "none")

Dated: 03/18/2014

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on \_\_\_\_\_, 20 14, at Riverside, California.

(Date of signature)

(City where signed)

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



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

Name Aaron S. Brown  
Business and Financial Services

Street Address 4800 Magnolia Avenue

City & State Riverside, CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 03/18/2014. The work done was:  
RCC ADA Transition Plan Implementation Phase 1 Barrier Removal - Concrete DSA #'s 04-112151, 04-112393, 04-112115
- The name of the contractor, if any, for such work of improvement was Fata Construction & Development  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Ave., Riverside, CA 92506  
(If no street address has been officially assigned, insert "none")

Dated: 03/18/2014

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on \_\_\_\_\_, 20 14, at Riverside, California.  
(Date of signature) (City where signed)

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



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (VII-A)

Meeting                    3/18/2014 - Regular

Agenda Item              Consent Agenda Information (VII-A)

Subject                    Monthly Financial Report for Month Ending – February 28, 2014

College/District        District

Information Only

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### **Background Narrative:**

See the attached monthly Financial Report for the period July 1, 2013 through February 28, 2014.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Bill Bogle, Controller

### **Attachments:**

[03182014\\_Financial Report for July-February 2014](#)



## MONTHLY FINANCIAL REPORT JULY 1, 2013 – FEBRUARY 28, 2014

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2014**

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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 134,711,086	\$ 138,958,089	\$ 139,022,089	\$ 89,818,354
Inter/Intrafund Transfer from				
La Sierra Capital Fund (Resource 4130)	2,000,000	0	0	0
Customized Solutions (Resource 1170)	0	67,407	67,407	0
District Bookstore (Resource 1110)	250,000	350,000	350,000	225,000
Total Revenues	<u>\$ 136,961,086</u>	<u>\$ 139,375,496</u>	<u>\$ 139,439,496</u>	<u>\$ 90,043,354</u>
Expenditures				
Academic Salaries	\$ 59,705,808	\$ 62,443,692	\$ 63,397,913	\$ 40,350,265
Classified Salaries	26,625,541	28,231,312	28,607,102	18,215,503
Employee Benefits	28,846,259	31,235,017	29,954,242	17,332,045
Materials & Supplies	1,518,326	2,368,078	2,309,609	1,237,001
Services	11,163,307	15,053,094	14,810,500	8,041,252
Capital Outlay	1,294,932	1,010,689	1,326,516	277,408
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	332,579
Center for Social Justice and Civil Liberties (Resource 1120)	0	99,373	99,373	49,686
Federal Work Study (Resource 1190)	322,534	327,494	327,494	118,368
Veteran Services (Resource 1190)	0	4,842	4,842	4,842
General Fund Backfill (Resource 1190)	751,862	215,625	215,625	53,240
Interfund Transfer to:				
Resource 4130	0	1,270,000	1,270,000	635,000
Resource 6100	1,500,000	1,500,000	1,500,000	750,000
Total Expenditures	<u>\$ 132,393,726</u>	<u>\$ 144,424,373</u>	<u>\$ 144,488,373</u>	<u>\$ 87,397,189</u>
Revenues Over (Under) Expenditures	\$ 4,567,360	\$ (5,048,877)	\$ (5,048,877)	\$ 2,646,165
Beginning Fund Balance	6,840,049	11,407,409	11,407,409	11,407,409
Ending Fund Balance	<u>\$ 11,407,409</u>	<u>\$ 6,358,532</u>	<u>\$ 6,358,532</u>	<u>\$ 14,053,574</u>
Ending Cash Balance				<u>\$ 14,888,026</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2014**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for operational costs that are split between Parking and College Safety and Police, and 100% of capital outlay costs that directly benefit parking operations.

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals <u>7-1-12 to 6-30-13</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,371,097	\$ 2,329,739	\$ 2,329,739	\$ 1,475,597
Expenditures				
Classified Salaries	\$ 1,481,460	\$ 1,487,396	\$ 1,495,129	\$ 948,837
Employee Benefits	572,864	569,710	549,495	338,577
Materials & Supplies	38,407	49,555	48,805	21,527
Services	595,364	543,757	556,172	293,195
Capital Outlay	129,925	173,000	173,817	41,706
Total Expenditures	\$ 2,818,020	\$ 2,823,418	\$ 2,823,418	\$ 1,643,842
Revenues Over (Under) Expenditures	\$ (446,923)	\$ (493,679)	\$ (493,679)	\$ (168,245)
Beginning Fund Balance	644,289	197,366	197,366	197,366
Ending Fund Balance	\$ 197,366	\$ (296,313)	\$ (296,313)	\$ 29,121
Ending Cash Balance				\$ 69,258

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2014**

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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,280,925	\$ 1,304,925	\$ 1,304,925	\$ 952,887
Expenditures				
Academic Salaries	\$ 256,730	\$ 318,987	\$ 323,995	\$ 212,378
Classified Salaries	606,300	588,661	578,488	336,250
Employee Benefits	180,296	177,759	175,621	100,822
Materials & Supplies	49,508	66,078	76,568	45,712
Services	261,107	255,101	257,914	128,575
Capital Outlay	239	31,786	25,786	4,784
Total Expenditures	\$ 1,354,180	\$ 1,438,372	\$ 1,438,372	\$ 828,521
Revenues Over (Under) Expenditures	\$ (73,255)	\$ (133,447)	\$ (133,447)	\$ 124,366
Beginning Fund Balance	1,960,089	1,886,834	1,886,834	1,886,834
Ending Fund Balance	\$ 1,886,834	\$ 1,753,387	\$ 1,753,387	\$ 2,011,200
Ending Cash Balance				\$ 1,963,592

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2014**

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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 399,419	\$ 438,878	\$ 438,878	\$ 155,305
Expenditures				
Academic Salaries	\$ 4,310	\$ 4,272	\$ 4,339	\$ 2,848
Classified Salaries	220,790	207,610	209,299	103,529
Employee Benefits	57,017	59,123	57,367	28,325
Materials & Supplies	1,162	1,200	1,200	1,166
Services	230,472	157,275	157,275	43,276
Total Expenditures	\$ 513,751	\$ 429,480	\$ 429,480	\$ 179,144
Revenues Over (Under) Expenditures	\$ (114,332)	\$ 9,398	\$ 9,398	\$ (23,839)
Beginning Fund Balance	(49,063)	(163,395)	(163,395)	(163,395)
Ending Fund Balance	\$ (163,395)	\$ (153,997)	\$ (153,997)	\$ (187,234)
Ending Cash Balance				\$ (185,549)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2014**

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

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

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 518,401	\$ 380,304	\$ 380,304	\$ 152,419
Expenditures				
Academic Salaries	\$ 2,994	\$ 86,957	\$ 88,273	\$ 45,613
Classified Salaries	286,078	146,500	148,547	118,110
Employee Benefits	108,995	94,041	90,678	52,729
Materials & Supplies	18,066	9,587	9,587	3,076
Services	332,594	172,450	172,450	199,087
Total Expenditures	\$ 748,727	\$ 509,535	\$ 509,535	\$ 418,615
Revenues Over (Under) Expenditures	\$ (230,326)	\$ (129,231)	\$ (129,231)	\$ (266,196)
Beginning Fund Balance	(269,707)	(500,033)	(500,033)	(500,033)
Ending Fund Balance	\$ (500,033)	\$ (629,264)	\$ (629,264)	\$ (766,229)
Ending Cash Balance				\$ (748,890)

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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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 769,350	\$ 890,772	\$ 890,772	\$ 497,268
Expenditures				
Materials & Supplies	\$ 30	\$ 0	\$ 0	\$ 0
Services	43,770	43,770	43,770	21,828
Interfund Transfer to Food Services (Resource 3200)	441,414	577,569	577,569	288,785
Intrafund Transfer to General Operating (Resource 1000)	250,000	350,000	350,000	225,000
Total Expenditures	\$ 735,214	\$ 971,339	\$ 971,339	\$ 535,613
Revenues Over (Under) Expenditures	\$ 34,136	\$ (80,567)	\$ (80,567)	\$ (38,345)
Beginning Fund Balance	56,242	90,378	90,378	90,378
Ending Fund Balance	\$ 90,378	\$ 9,811	\$ 9,811	\$ 52,033
Ending Cash Balance				\$ 52,033

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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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 59,056	\$ 25,014	\$ 25,014	\$ 25,018
Intrafund Transfer from General Operating (Resource 1000)	0	99,373	99,373	49,687
Total Revenues	\$ 59,056	\$ 124,387	\$ 124,387	\$ 74,705
Expenditures				
Academic Salaries	\$ 5,555	\$ 0	\$ 0	\$ 0
Classified Salaries	0	50,651	51,446	11,780
Employee Benefits	269	35,771	34,976	4,872
Materials & Supplies	2,735	262	262	85
Services	54,980	31,320	31,320	26,019
Capital Outlay	900	0	0	0
Total Expenditures	\$ 64,439	\$ 118,004	\$ 118,004	\$ 42,756
Revenues Over (Under) Expenditures	\$ (5,383)	\$ 6,383	\$ 6,383	\$ 31,949
Beginning Fund Balance	0	(5,383)	(5,383)	(5,383)
Ending Fund Balance	\$ (5,383)	\$ 1,000	\$ 1,000	\$ 26,566
Ending Cash Balance				\$ 26,566



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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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 248,022	\$ 1,118,659	\$ 1,746,249	\$ 102,593
Expenditures				
Academic Salaries	\$ 5,766	\$ 111,564	\$ 111,564	\$ 8,785
Classified Salaries	37,344	101,830	101,830	68,228
Employee Benefits	17,344	60,497	62,007	27,623
Materials & Supplies	9,604	164,250	169,000	3,510
Services	158,993	473,761	1,095,091	105,641
Capital Outlay	184	1,000	1,000	0
Intrafund Transfer For:				
General Fund (Resource 1000)	0	67,407	67,407	0
Total Expenditures	\$ 229,235	\$ 980,309	\$ 1,607,899	\$ 213,787
Revenues Over (Under) Expenditures	\$ 18,787	\$ 138,350	\$ 138,350	\$ (111,194)
Beginning Fund Balance	73,559	92,346	92,346	92,346
Ending Fund Balance	\$ 92,346	\$ 230,696	\$ 230,696	\$ (18,848)
Ending Cash Balance				\$ (16,501)

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

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

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,514,400	\$ 1,493,550	\$ 1,493,550	\$ 722,328
Expenditures				
Services	\$ 215,139	\$ 352,887	\$ 352,887	\$ 110,398
Capital Outlay	56,403	4,264,139	4,264,139	104,858
Total Expenditures	\$ 271,542	\$ 4,617,026	\$ 4,617,026	\$ 215,256
Revenues Over (Under) Expenditures	\$ 1,242,858	\$ (3,123,476)	\$ (3,123,476)	\$ 507,072
Beginning Fund Balance	6,167,452	7,410,310	7,410,310	7,410,310
Ending Fund Balance	\$ 7,410,310	\$ 4,286,834	\$ 4,286,834	\$ 7,917,382
Ending Cash Balance				\$ 7,917,382

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

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

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 22,357,653	\$ 31,393,439	\$ 33,254,655	\$ 14,421,790
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	1,008,530	774,302	665,157	332,579
For Federal Work Study	322,534	327,494	327,494	118,368
For Matriculation	332,749	0	0	0
For Middle College High School	75,740	106,480	106,480	53,240
For Veteran Services	0	4,842	4,842	4,842
Total Revenues	<u>\$ 24,097,206</u>	<u>\$ 32,606,557</u>	<u>\$ 34,358,628</u>	<u>\$ 14,930,819</u>
Expenditures				
Academic Salaries	\$ 4,106,966	\$ 3,843,123	\$ 4,289,329	\$ 2,100,705
Classified Salaries	7,639,284	9,612,072	9,990,473	5,555,232
Employee Benefits	3,674,350	4,020,499	4,272,742	2,026,064
Materials & Supplies	1,576,677	2,474,432	2,597,952	483,270
Services	4,599,737	6,650,625	6,787,239	1,919,116
Capital Outlay	1,651,033	4,112,236	4,379,830	1,693,955
Student Grants (Financial, Book, Meal, Transportation)	849,159	1,893,570	2,041,063	423,561
Total Expenditures	<u>\$ 24,097,206</u>	<u>\$ 32,606,557</u>	<u>\$ 34,358,628</u>	<u>\$ 14,201,903</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 728,916
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 728,916</u>
Ending Cash Balance				<u>\$ 63,475</u>

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Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,932,995	\$ 1,848,115	\$ 1,848,115	\$ 1,230,195
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	441,414	577,569	577,569	288,785
Total Revenues	\$ 2,374,409	\$ 2,425,684	\$ 2,425,684	\$ 1,518,980
Expenditures				
Classified Salaries	\$ 740,126	\$ 803,600	\$ 803,600	\$ 514,513
Employee Benefits	257,626	297,755	297,755	168,448
Materials & Supplies	862,628	864,410	843,163	527,515
Services	149,651	150,131	154,410	95,505
Capital Outlay	2,020	7,000	23,968	19,100
Total Expenditures	\$ 2,012,051	\$ 2,122,896	\$ 2,122,896	\$ 1,325,081
Revenues Over (Under) Expenditures	\$ 362,358	\$ 302,788	\$ 302,788	\$ 193,899
Beginning Fund Balance	9,632	371,990	371,990	371,990
Ending Fund Balance	\$ 371,990	\$ 674,778	\$ 674,778	\$ 565,889
Ending Cash Balance				\$ 559,488

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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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,022,236	\$ 1,024,978	\$ 1,024,978	\$ 634,636
Expenditures				
Academic Salaries	\$ 514,616	\$ 557,619	\$ 561,062	\$ 314,736
Classified Salaries	143,415	208,221	210,077	132,674
Employee Benefits	127,714	162,253	151,954	67,297
Materials & Supplies	31,216	33,255	39,755	18,509
Services	114,293	50,840	49,340	30,956
Capital Outlay	1,628	40,304	40,304	22,102
Total Expenditures	\$ 932,882	\$ 1,052,492	\$ 1,052,492	\$ 586,274
Revenues Over (Under) Expenditures	\$ 89,354	\$ (27,514)	\$ (27,514)	\$ 48,362
Beginning Fund Balance	63,825	153,179	153,179	153,179
Ending Fund Balance	\$ 153,179	\$ 125,665	\$ 125,665	\$ 201,541
Ending Cash Balance				\$ 222,150

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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>7-1-12 to 6-30-13</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,728,785	\$ 4,120,840	\$ 4,120,840	\$ 1,814,263
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4170)	<u>0</u>	<u>313,550</u>	<u>313,550</u>	<u>313,550</u>
Total Revenues	<u>\$ 9,728,785</u>	<u>\$ 4,434,390</u>	<u>\$ 4,434,390</u>	<u>\$ 2,127,813</u>
Expenditures				
Capital Outlay	<u>\$ 9,728,785</u>	<u>\$ 4,434,390</u>	<u>\$ 4,434,390</u>	<u>\$ 2,642,855</u>
Total Expenditures	<u>\$ 9,728,785</u>	<u>\$ 4,434,390</u>	<u>\$ 4,434,390</u>	<u>\$ 2,642,855</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (515,042)
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>\$ (515,042)</u>
Ending Cash Balance				<u>\$ (535,031)</u>

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

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

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 28,200	\$ 21,250	\$ 21,250	\$ 6,729
Inter/Intrafund Transfer from General Operating (Resource 1000)	0	1,270,000	1,270,000	635,000
Total Revenues	<u>\$ 28,200</u>	<u>\$ 1,291,250</u>	<u>\$ 1,291,250</u>	<u>\$ 641,729</u>
Expenditures	\$ 6,444	\$ 1,650	\$ 1,650	\$ 0
Capital Outlay	0	7,202,885	7,202,885	0
Interfund Transfer to General Operating (Resource 1000)	2,000,000	0	0	0
Total Expenditures	<u>\$ 2,006,444</u>	<u>\$ 7,204,535</u>	<u>\$ 7,204,535</u>	<u>\$ 0</u>
Revenues Over (Under) Expenditures	\$ (1,978,244)	\$ (5,913,285)	\$ (5,913,285)	\$ 641,729
Beginning Fund Balance	<u>7,891,529</u>	<u>5,913,285</u>	<u>5,913,285</u>	<u>5,913,285</u>
Ending Fund Balance	<u>\$ 5,913,285</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 6,555,014</u>
Ending Cash Balance				<u>\$ 6,556,603</u>

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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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 33,568	\$ 20,000	\$ 20,000	\$ 6,742
Expenditures				
Classified Salaries	\$ 386,101	\$ 527,248	\$ 527,248	\$ 229,460
Employee Benefits	173,348	215,120	215,120	79,212
Services	588,102	677,820	677,820	257,463
Intrafund Transfer For:				
State Construction & Scheduled Maintenance (Resource 4100)	0	313,550	313,550	313,550
Capital Outlay	1,560,500	5,548,835	5,548,835	1,706,266
Total Expenditures	\$ 2,708,051	\$ 7,282,573	\$ 7,282,573	\$ 2,585,951
Revenues Over (Under) Expenditures	\$ (2,674,483)	\$ (7,262,573)	\$ (7,262,573)	\$ (2,579,209)
Beginning Fund Balance	9,268,957	6,594,474	6,594,474	6,594,474
Ending Fund Balance	\$ 6,594,474	\$ (668,099)	\$ (668,099)	\$ 4,015,265
Ending Cash Balance				\$ 4,049,875



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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 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 452,764</u>	<u>\$ 1,219,456</u>	<u>\$ 1,219,456</u>	<u>\$ 128,068</u>
Expenditures				
Classified Salaries	\$ 16,199	\$ 0	\$ 10,479	\$ 6,950
Employee Benefits	1,077	0	2,248	1,164
Materials & Supplies	635	0	8,507	2,281
Services	35,140	0	0	110
Capital Outlay	<u>23,510,347</u>	<u>112,716,545</u>	<u>112,695,311</u>	<u>12,331,526</u>
Total Expenditures	<u>\$ 23,563,398</u>	<u>\$ 112,716,545</u>	<u>\$ 112,716,545</u>	<u>\$ 12,342,031</u>
Revenues Over (Under) Expenditures	\$ (23,110,634)	\$ (111,497,089)	\$ (111,497,089)	\$ (12,213,963)
Beginning Fund Balance	<u>77,006,286</u>	<u>53,895,652</u>	<u>53,895,652</u>	<u>53,895,652</u>
Ending Fund Balance	<u>\$ 53,895,652</u>	<u>\$ (57,601,437)</u>	<u>\$ (57,601,437)</u>	<u>\$ 41,681,689</u>
Ending Cash Balance				<u>\$ 41,863,847</u>

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

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

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,351,618	\$ 4,559,308	\$ 4,559,308	\$ 3,381,701
Interfund transfer from General Operating (Resource 1000)	<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>750,000</u>
Total Revenue	<u>\$ 5,851,618</u>	<u>\$ 6,059,308</u>	<u>\$ 6,059,308</u>	<u>\$ 4,131,701</u>
Expenditures				
Academic Salaries	\$ 0	\$ 0	\$ 0	\$ 409
Classified Salaries	158,167	184,549	187,446	133,945
Employee Benefits	66,553	75,259	72,362	42,459
Materials & Supplies	392	1,700	1,700	1,440
Services	6,306,443	5,577,442	5,572,555	3,956,358
Capital Outlay	<u>5,413</u>	<u>15,000</u>	<u>19,887</u>	<u>18,713</u>
Total Expenditures	<u>\$ 6,536,968</u>	<u>\$ 5,853,950</u>	<u>\$ 5,853,950</u>	<u>\$ 4,153,324</u>
Revenues Over (Under) Expenditures	\$ (685,350)	\$ 205,358	\$ 205,358	\$ (21,623)
Beginning Fund Balance	<u>1,145,392</u>	<u>460,042</u>	<u>460,042</u>	<u>460,042</u>
Ending Fund Balance	<u>\$ 460,042</u>	<u>\$ 665,400</u>	<u>\$ 665,400</u>	<u>\$ 438,419</u>
Ending Cash Balance				<u>\$ 1,363,725</u>

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

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

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,344,649	\$ 2,425,660	\$ 2,425,660	\$ 1,613,230
Expenditures				
Classified Salaries	\$ 201,734	\$ 279,772	\$ 273,560	\$ 182,099
Employee Benefits	78,230	102,832	92,082	55,044
Materials & Supplies	495	1,300	2,156	1,360
Services	2,422,972	2,582,947	2,545,855	1,406,831
Capital Outlay	2,728	0	53,198	51,943
Total Expenditures	\$ 2,706,159	\$ 2,966,851	\$ 2,966,851	\$ 1,697,277
Revenues Over (Under) Expenditures	\$ (361,510)	\$ (541,191)	\$ (541,191)	\$ (84,047)
Beginning Fund Balance	3,193,460	2,831,950	2,831,950	2,831,950
Ending Fund Balance	\$ 2,831,950	\$ 2,290,759	\$ 2,290,759	\$ 2,747,903
Ending Cash Balance				\$ 4,951,691

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Associated Students of RCCD is used to record the financial transactions of the student government, college clubs, and organizations of the District. Revenue includes student activity fees, interest income, payphone commissions and athletic ticket sales.

**Associated Students of RCCD**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 594,712	\$ 860,000	\$ 860,000	\$ 677,675
Expenditures				
Materials & Supplies	\$ 637,604	\$ 755,745	\$ 756,505	\$ 396,642
Total Expenditures	\$ 637,604	\$ 755,745	\$ 756,505	\$ 396,642
Revenues Over (Under) Expenditures	\$ (42,892)	\$ 104,255	\$ 103,495	\$ 281,033
Beginning Fund Balance	848,614	805,722	805,722	805,722
Ending Fund Balance	<u>\$ 805,722</u>	<u>\$ 909,977</u>	<u>\$ 909,217</u>	<u>\$ 1,086,755</u>
Ending Cash Balance				<u>\$ 2,079,851</u>

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

**Student Financial Aid**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 46,775,063	\$ 55,457,000	\$ 55,457,000	\$ 36,069,524
Expenditures				
Other				
Scholarships and Grant Reimbursements	\$ 46,767,408	\$ 55,457,000	\$ 55,457,000	\$ 35,479,579
Total Expenditures	\$ 46,767,408	\$ 55,457,000	\$ 55,457,000	\$ 35,479,579
Revenues Over (Under) Expenditures	\$ 7,655	\$ 0	\$ 0	\$ 589,945
Beginning Fund Balance	0	7,655	7,655	7,655
Ending Fund Balance	\$ 7,655	\$ 7,655	\$ 7,655	\$ 597,600
Ending Cash Balance				\$ 668,370

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

**RCCD Development Corporation**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 8	\$ 0	\$ 0	\$ 6
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (12)	\$ 0	\$ 0	\$ 6
Beginning Fund Balance	16,232	16,220	16,220	16,220
Ending Fund Balance	\$ 16,220	\$ 16,220	\$ 16,220	\$ 16,226
Ending Cash Balance				\$ 16,226



## Agenda Item (VIII-D-1)

Meeting	3/18/2014 - Regular
Agenda Item	Committee - Resources (VIII-D-1)
Subject	Adoption of Resolution No. 30-13/14 Designating Certain Products, Brands, and Services as District Standards
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees adopt Resolution Number 30 - 13/14 Designating Certain Products, Brands, and Services as District Standards for equipment and installation into District buildings as permitted by Public Contract Code §3400(c).

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### Background Narrative:

Public Contract Code §3400(b), states that California public agencies must allow contractors to provide an "or equal" substitution for materials, products, things, or services that are specified in the contract documents. However, specifications for such contracts may designate a product by brand or trade name if the Board has made a finding, described in the invitation for bids or Request for Proposal (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code §3400(c))

1. To conduct a field test or experiment to determine its suitability for future use;
2. To match others in use on a particular public improvement that has been completed or is in the course of completion;
3. To obtain a necessary item that is only available from one source;
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP.

The definition of "or equal" is highly subjective and often results in incompatibility with existing systems and equipment. To address this situation, the Facility Working Group Committee was tasked with establishing District Standards. The Facility Working Group Committee includes the following members:

Chris Carlson, Chief of Staff & Facilities Development  
Bart Doering, District - Facilities Development Director  
Laurens Thurman, College Facilities Consultant  
Norm Godin, Moreno Valley College - Vice President, Business Services  
Beth Gomez, Norco College - Vice President, Business Services  
John al-Amin, Riverside City College - Acting Vice President, Business Services  
Scott Zwart, Riverside City College - Director, Facilities Maintenance  
Steve Monsanto, Norco College - Director, Facilities Maintenance  
Majd Askar, District - Purchasing Manager

The District, in accordance with Public Contract Code §3400(c)(2), has found that the following systems and products should be designated by specific brand name to match other products already in use at the District and Colleges: Cable Fiber, Uninterruptable Power Systems and Power Distribution Units, Audio-Visual Floor Boxes, Audio-Visual Wall Plates/Connectors, Audio-Visual Wall Boxes, and Audio-Visual Connectors. The systems and products being designated have proven to be reliable and efficient through installations in various locations throughout the District. By approving this Resolution, the District is establishing District Standards which will reduce maintenance, staff training and inventory parts cost.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Chris Carlson, Chief of Staff & Facilities Development  
Rick Herman, Associate Vice Chancellor, Information Technology & Learning SVS  
Beth Gomez, Vice President, Business Services (Norco)

John al-Amin, Interim Vice President, Business Services (RCC)  
Norm Godin, Vice President, Business Services, MVC  
Majd Askar, Purchasing Manager

**Attachments:**

[03182014\\_Resolution No. 30-13/14 Designating Certain Products, Brands, and Services as District](#)



## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **RESOLUTION DESIGNATING CERTAIN PRODUCTS, BRANDS, AND SERVICES**

#### **RESOLUTION NO. 30-13/14**

WHEREAS, Pursuant to Public Contract Code Section 3400(c), the Riverside Community College District ("District") may make a finding that designates certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes, and

WHEREAS, District Staff has reviewed the District's current facilities, general contracts, plans, and specifications in order to evaluate the District's need to establish uniform, complete and compatible maintenance service systems and technology systems district wide in order to facilitate the most reliable, dependable, cost efficient and feasible education for students in the District, and

WHEREAS, based on the Board's above described review and Public Contract Code Section 3400(c), the Board has determined that the District must require and specify the use of certain products, things, or services on District projects as found below, and

#### **NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

Section 1. The District, in accordance with Public Contract Code Section 3400(c), has made a finding that a particular material product, thing, or service designated by specific brand or trade name will be designated in order to match other products in use on a particular public improvement either completed or in the course of completion.

Section 2. The District, pursuant to Public Contract Code Section 3400(c), intends to establish uniform, complete and compatible control, management and monitoring systems, equipment, materials and products district wide in order to facilitate the most reliable, dependable, cost efficient development of District facilities and programmatic activity.

Section 3. The District has found compatibility, cost, and utility of other available systems to be problematic and believes it is necessary to establish complete District systems to avoid incompatibility issues, as well as durability and reliability issues, and costs associated with experimenting, replacing incompatible and useless system parts/components, and to avoid the waste of District funds associated with addressing incompatible components, equipment, materials, and products.

Section 4. The District and its consultants have undertaken considerable research into the products/brands utilized by the said system, which would properly serve the District's administrative and educational purposes.

Section 5. The District's existing facilities already utilize specific products/brands relating to the said system. The District's findings contained herein are made to match those existing systems currently in the District, and to avoid the cost of designing and engineering systems and components that may not be compatible, could never be made compatible or could only be made compatible after expending considerable District resources and funds.

Section 6. Pursuant to Public Contract Code Section 3400(c), the District's Governing Board desires to designate several proprietary systems and products for the District's use in order to match items in existing projects to establish one complete district wide system, avoiding incompatibility of products and systems.

Section 7. In addition to the need to establish a district wide system to ensure the compatibility of existing parts to new District parts, the District, pursuant to Public Contract Code Section 3400(c), also intends to establish uniform standards for the listed product and system for the following reasons:

- A. Uninterruptable Power Systems (UPS) and Power Distribution Units (PDU) – *American Power Conversion (APC)* are necessary for the District's network electronics power backup systems because:
  - a. This system and its component parts have already been installed District wide and are monitored by Information Services' Network Support Department.
  - b. The District has a considerable investment in the existing systems.
  - c. These products limit the need for additional staff training in operation and repairs of the existing mechanical systems.
- B. Cable Fiber – *Corning* Cable Fiber and Certified Parts are necessary for the District's fiber infrastructure because:
  - a. The District has a considerable investment in the existing system.
  - b. These products limit the need for additional staff training in operation, maintenance, and repairs of the existing infrastructure.
  - c. These products avoid the cost of designing and engineering systems and components that may not be compatible.
- C. Audio-Visual Floor boxes – *FSR* are necessary for the District's audio-visual infrastructure system because:
  - a. The systems installed are proprietary and not interchangeable with other systems.
  - b. The District has a considerable investment in the existing system.
  - c. These products limit the need for additional staff training in operation and repairs of the existing audio-visual systems.
- D. Audio-Visual Wall Plates/Connectors – *Extron* are necessary for the District's audio-visual infrastructure system because:
  - a. The systems installed are proprietary and not interchangeable with other systems.

- b. The District has a considerable investment in the existing system.
  - c. These products limit the need for additional staff training in operation and repairs of the existing audio-visual systems.
  - d. The district will benefit from the economies of scale for maintenance.
- E. Audio-Visual Wall boxes – *Extron* are necessary for the District’s audio-visual infrastructure system because:
- a. The systems installed are proprietary and not interchangeable with other systems.
  - b. The District has a considerable investment in the existing system.
  - c. These products limit the need for additional staff training in operation and repairs of the existing audio-visual systems.
  - d. The district will benefit from the economies of scale for maintenance.
- F. Audio-Visual Connectors – *Extron* are necessary for the District’s audio-visual infrastructure system because:
- a. The systems installed are proprietary and not interchangeable with other systems.
  - b. The District has a considerable investment in the existing system.
  - c. These products limit the need for additional staff training in operation and repairs of the existing audio-visual systems.
  - d. The district will benefit from the economies of scale for maintenance.

Section 8: The designation of certain products/brands contained herein shall be effective until the District determines the certain products/brands contained herein need to be revised. At that time, District staff will review the products/brands and recommend to the Governing Board either re-adoption or discontinued use of the designated products/brands. The Governing Board shall then consider the recommendations and re-approve or discontinue the designation of the products/brands contained herein and/or approve additional/replacement products/brands as determined by the Governing Board.

ADOPTED this 18<sup>th</sup> day of March, 2014.

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President, Board of Trustees



## Agenda Item (VIII-D-2)

Meeting	3/18/2014 - Regular
Agenda Item	Committee - Resources (VIII-D-2)
Subject	Self-Funded RCCD Health Plan (PPO) Language Clarification Changes and Funding Increase not to exceed \$85,000 (\$73,000 to the General Fund)
College/District	District
Funding	Self Insurance Fund
Recommended Action	It is recommended that the Board of Trustees approve the language clarification changes to the Self-Funded RCCD Health Plan (PPO) and the associated funding of not to exceed \$85,000 (\$73,000 to the General Fund)

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### Background Narrative:

The Benefits Taskforce, Keenan & Associates, and Health Now Administrators have completed its analysis of the Self-Funded RCCD Health Plan (PPO). The task force was established in November 2013 and was charged to create a plan document that is clear and understandable by all. The members of the taskforce included the following representatives:

Vicki Nicholson, Interim Vice Chancellor, Diversity and Human Resources  
Bill Bogle, Controller  
Majd Askar, Purchasing Manager  
Dariush Haghighat, CTA President, Professor, Political Science  
Amber Casolari, CTA, Associate Professor, Economics  
Leona Crawford, President, CSEA, Disability Specialist  
Gustavo Segura, CSEA, Instructional Media/Broadcast Coordinator  
Brandi Livingston, Health Now Administrative Services  
Debra Yorba, Vice President, Keenan and Associates  
Rosa Espinoza-Leal, Executive Administrative Assistant (note taker)  
Art Alcaraz, Director Diversity and Human Resources (resource)

Since the District transitioned from Kern County Foundation for Medical Care to Health Now Administrative Services the plan coverage is being interpreted based on the written plan document. This interpretation is different than the interpretation by the previous plan administrator and gave the appearance of a change in benefits.

At the December 10, 2013 meeting the Board of Trustees authorized the District to develop an updated plan document to capture provisions to be consistent with contemporary practice. These updates would be effective January 1, 2014. In keeping with this agreement, the Benefits Taskforce began reviewing the differences and clarified language that is believed to represent the current benefits. Based on these clarifications, the committee is recommending changes to the language in the plan document. Some of these changes thereby represent an increase in the cost of the plan.

Changes to the Plan Document:

The committee spent many hours going through definitions and language changes to the Plan Document. These changes will help to clarify the language for our employees and the administrators of the plan. While some of the changes are minor and may not result in an increase in cost there are some changes that incur major costs such as the Annual Co Payment Maximum/Out of Pocket In Network Expense per family of \$400 and the Maximum Family

Deductible of \$300 aggregate. As this language was written it was interpreted recently by Health Now Administrative Services as a \$400 out of pocket in network expense per family member rather than a maximum \$400 out of pocket in network expense per family. Similarly the deductible of \$300 per family was not being interpreted as combined deductible per family. There are other clarifications made in the language that are not of a major cost but nonetheless may result in a cost to the District.

The cost increase associated with the proposed changes to the RCCD Health Plan (PPO) will result in approximately 1.25% - 1.5% increase, which results in an estimated annual additional cost of approximately \$70,000 for a 1.25% increase (General Fund only would be about \$60,000). At a 1.5% increase the cost would be approximately \$85,000 (General Fund only would be about \$73,000).

The changes to the RCCD Health Plan (PPO) will be effective retroactive to January 1, 2014 and will be implemented immediately. The revisions will be incorporated into the PPO Plan document and will return to the Board of Trustees for ratification at a future meeting.

Prepared By: Vicki Nicholson, Vice Chancellor (Interim), Diversity and Human Resources

**Attachments:**

[20140318\\_Self Funded RCCD Health Plan\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT / DRAFT OF SELF-FUNDED RCCD HEALTH PLAN (PPO) PLAN DOCUMENT REVISIONS

SUBJECT TO FINAL APPROVAL

Revised 2/6/14

Riverside CCD PPO Self-Funded Plan / Administered by HNAS / Blue Shield				Task Force Recommended Revisions as discussed on 2/6/14			
BENEFITS	Basic Benefits	Major Medical	Comments	BENEFITS	Benefits based on Neg. Rate	Out-of-Network	Comments
<b>Annual Medical Deductible</b>				<b>Annual Medical Deductible</b>			
Individual	Not applicable	\$100		Individual	\$100	\$100	\$30 OV Deductible eliminated
Two Party	not applicable	not applicable		Two Party	N/A	N/A	
Family	not applicable	\$300		Family	\$300	\$300	
Maximum - Individual	not applicable	\$100		Maximum - Individual	\$100	\$100	
Maximum - Two Party	not applicable	not applicable		Maximum - Two Party	N/A	N/A	
Maximum - Family	not applicable	\$300		Maximum - Family	\$300	\$300	
<b>Annual Copayment Maximum</b>				<b>Annual Out-Of-Pocket Maximum</b>			Changed language to Out of Pocket Max \$100 Deductible DOES accrue toward Out of Pocket Max (OOP)
Individual	not applicable	\$400		Individual	\$400	\$400	Out-of-Pocket Maximum is \$400 per Family  Employee will meet the \$400 Max out of pocket for in network or out of network. Any charges above the UCR for out of network charges will not accrue toward maximum deductible or maximum out of pocket charges
Two Party	not applicable	not applicable		Two Party	N/A	N/A	
Family	not applicable	not applicable		Family	N/A	N/A	
Maximum - Individual	not applicable	\$400		Maximum - Individual	\$400	\$400	
Maximum - Two Party	not applicable	not applicable		Maximum - Two Party	\$400	\$400	
Maximum - Family	not applicable	not applicable		Maximum - Family	\$400	\$400	
<b>Individual Lifetime Benefit Maximum</b>	\$1,000,000		Up to \$1,000 will be restored at the beginning of each calendar year.	<b>Individual Lifetime Benefit Maximum</b>	Unlimited	Unlimited	Eliminated language re \$1000 benefit restoration
<b>Alternative Services</b>				<b>Alternative Services</b>			
Acupuncture	not applicable	20%		Acupuncture	100%	80% up to UCR	Benefit subject to medical necessity Benefit subject to medical necessity
Chiropractic	not applicable	20%		Chiropractic	100%	80% up to UCR	
							Blue Shield to remove limitation on the number of chiropractic modalities performed in one visit
<b>Dental Medical Treatment</b>				<b>Dental Medical Treatment</b>			
Dental Accident	No charge	20%	Includes dental services for treatment of injury to sound and natural teeth	Dental Accident	100%	80% up to UCR	
Inpatient Facility	No charge	20%		Inpatient Facility			
Outpatient Facility	Not applicable	20%		Outpatient Facility			
TMJ Treatment	Not covered	Not covered		TMJ Diagnosis			
<b>Diabetes Care</b>				<b>Diabetes Care</b>			
Equipment	Not applicable	20%		Equipment	Provided thru ESI	Provided thru ESI	Benefits have been enhanced by moving Equip, Supplies and insulin into Express Scripts Rx coverage
Insulin	RX Plan	RX Plan	Caremark 866-885-4944	Insulin	Provided thru ESI	Provided thru ESI	

BENEFITS	Basic Benefits	Major Medical	Comments	BENEFITS	Benefits based on Neg. Rate	Out-of-Network	Comments
Self Management Training	Not applicable	20%		Self Management Training	100%	100% up to UCR	
Testing Supplies	Not applicable	20%	Only complete if covered under medical plan otherwise indicate covered under pharmacy	Testing Supplies	Provided thru ESI	Provided thru ESI	
<b>Emergencies and Urgent Care and Ambulance</b>				<b>Emergencies and Urgent Care and Ambulance</b>			
Air Ambulance	No charge	20%		Air Ambulance	90%	90%	
Surface Ambulance	No charge	20%		Surface Ambulance			
<b>Emergency Care</b>				<b>Emergency Care</b>			
Emergency Room Hospital (not resulting in admission)	No charge	not applicable	Basic Benefits are limited to care within 72 hours of a medical emergency.	Emergency Room Hospital (not resulting in admission)	100%	100% up to UCR	Limited to care w/in 72 hours of Emer.
Emergency Room Physician	No charge	not applicable	Basic Benefits are limited to care within 72 hours of a medical emergency.	Emergency Room Physician	100%	100% up to UCR	Limited to care w/in 72 hours of Emer.
<b>Urgent Care</b>				<b>Urgent Care</b>			
Traveling in CA	No charge	not applicable	For covered employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Traveling in CA	Eliminate Traveling in CA language	Eliminate Traveling in CA language	Eliminate Traveling in CA language
Urgent Care Center	No charge	20%	For facility charges for the covered employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Urgent Care Center	100%	80% up to UCR	Eliminate Employee Only language
Urgent Office Visit	No charge	20%	For professional charges for the covered employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Urgent Office Visit	100%	80% up to UCR	Eliminate Employee Only language
<b>Non Emergency Use of the Emergency Room</b>	<b>Not applicable</b>	<b>20%</b>		<b>Non Emergency Use of the Emergency Room</b>	<b>80%</b>	<b>80% up to UCR</b>	
Urgent Care Center	Not applicable	20%	For covered dependents only. Limited to one visit per day.	Urgent Care Center	Eliminate Language	Eliminate Language	Eliminate Language
Urgent Office Visit	Not applicable	20%	For covered dependents only. Limited to one visit per day.	Urgent Office Visit	Eliminate Language	Eliminate Language	Eliminate Language
Supplemental Accident benefit	No charge	20%	The basic benefits is available for: medical or surgical treatment or supplies performed or recommended by a physician; hospital care; or services of a registered nurse. Any expenses must be incurred within 90 days of the accidental injury.	Supplemental Accident benefit	Eliminate Language	Eliminate Language	Eliminate Language

BENEFITS	Basic Benefits	Major Medical	Comments	BENEFITS	Benefits based on Neg. Rate	Out-of-Network	Comments
Traveling in CA	Not applicable	20%	For covered dependents only. Limited to one visit per day.	Traveling in CA	Eliminate Language	Eliminate Language	Eliminate Language
<b>Family Planning:</b>				<b>Family Planning:</b>			
Elective abortion	100%	Not applicable		Elective abortion	No charge	Not Covered	Modified to ACA compliant Language
Vasectomy	100%	Not applicable		Vasectomy	No charge	Not Covered	
<b>Home Health Care</b>				<b>Home Health Care</b>			
Home Health Care	Not applicable	20%		Home Health Care	80%	80% up to UCR	Limited to one visit per day per specialty.
Private Duty Nursing	Not applicable	20%		Private Duty Nursing	80%	80% up to UCR	
Home Injectables	Not applicable	20%		Home Injectables	Provided thru ESI	Provided thru ESI	
IV Treatment	Not applicable	20%		IV Treatment	Covered thru Express Scripts	Covered thru Express Scripts	
Nutritional Supplies	Not applicable	20%		Nutritional Supplies	Covered thru Express Scripts	Covered thru Express Scripts	
Solutions Supplies	Not applicable	20%		Solutions Supplies	Covered thru Express Scripts	Covered thru Express Scripts	
Physicians Services	not applicable	20%	Limited to one visit per day per specialty.	Physicians Services	80%	80% up to UCR	
PKU & Amino-acid related formulas and special food products	Not applicable	20%		PKU & Amino-acid related formulas and special food products	Provided thru ESI	Provided thru ESI	
<b>Hospice Care</b>				<b>Hospice Care</b>			
24 hour continuous home care	not applicable	20%		24 hour continuous home care	80%	80% up to UCR	
General Inpatient Care	not applicable	20%		General Inpatient Care	80%	80% up to UCR	
Inpatient Respite Care	not applicable	20%		Inpatient Respite Care	80%	80% up to UCR	
Pre Hospice Consultative Visit	not applicable	20%		Pre Hospice Consultative Visit	80%	80% up to UCR	
Routine Home Care	not applicable	20%		Routine Home Care	80%	80% up to UCR	
<b>Ambulatory Surgery Center</b>				<b>Ambulatory Surgery Center</b>			
Surgery	no charge	not applicable		Surgery	100%	100% up to UCR	
<b>Inpatient (Excludes Maternity)</b>				<b>Inpatient</b>			
Inpatient	no charge	20%		Inpatient	100%	100% up to UCR	Benefits Provided In-Network Only
Transplant	no charge	20%	Includes travel and lodging expenses for the patient and a companion if the facility is more than 30 miles from the Covered Persons residence or place of employment. Benefits are limited to regular coach airfare (if travel by plane) and the current Federal Government per diem for mileage and hotel accommodations.	Transplant	on-experimental organ and tissue transplant services to an organ transplant recipient who is covered under this Plan. In addition, benefits will be provided for inpatient hospital expenses of the donor of an organ for transplant to a covered recipient and for physician's expenses for surgical removal of the donor organ if the donor does not have coverage through another group plan. This benefit begins on the day of surgery and continues for up to ten (10) additional consecutive days. No benefits will be provided for organ selection, transportation and storage costs, or when benefits are available through government funding of any kind, or when the recipient is not covered under this Plan.		
<b>Outpatient</b>				<b>Outpatient</b>			
Outpatient Facility services for treatment of illness or injury and necessary supplies	not applicable	20%		Outpatient Facility services for treatment of illness or injury and necessary supplies	100%	80% up to UCR	This is a benefit enhancement to encourage outpatient services
Surgery	no charge	not applicable		Surgery	100%	100% up to UCR	
<b>Infertility</b>				<b>Infertility</b>			
Artificial Insemination	Not covered	not covered		Artificial Insemination	Services medically necessary to diagnose infertility are covered. Treatment for infertility is not a covered benefit.		
GIFT	Not covered	not covered		GIFT			
Hospital Services	Not covered	not covered		Hospital Services			
IVF	Not covered	not covered		IVF			
Injectables/Treatment	Not covered	not covered		Injectables/Treatment			
Laboratory/Radiology	Not covered	not covered		Laboratory/Radiology			
Office Visits	Not covered	not covered		Office Visits			
Surgical Treatment	Not covered	not covered		Surgical Treatment			
ZIFT	Not covered	not covered		ZIFT			
<b>Lab and Radiology / Diagnostic Testing</b>				<b>Lab and Radiology / Diagnostic Testing</b>			
Outpatient Facility Lab/Radiology/ Diagnostic Testing				Outpatient Facility Lab/Radiology/ Diagnostic Testing			



BENEFITS	Basic Benefits	Major Medical	Comments	BENEFITS	Benefits based on Neg. Rate	Out-of-Network	Comments
Bone Density Scans	No charge	20%	Applicable to a non-hospital facility	Bone Density Scans	100%	80% up to UCR	Remove language referring to non-hospital facility.  No \$300 Cap or Limit
CAT Scans	No charge	20%	Applicable to a non-hospital facility	CAT Scans	100%	80% up to UCR	
Diagnostic Testing	No charge	20%	Applicable to a non-hospital facility	Diagnostic Testing	100%	80% up to UCR	
Laboratory/Pathology	No charge	20%	Applicable to a non-hospital facility	Laboratory/Pathology	100%	80% up to UCR	
MRIs	No charge	20%	Applicable to a non-hospital facility	MRIs	100%	80% up to UCR	
Radiology	No charge	20%	Applicable to a non-hospital facility	Radiology	100%	80% up to UCR	
Professional Lab/Radiology/Diagnostic Testing				Professional Lab/Radiology/Diagnostic Testing			
Non-Hospital Facility				Non-Hospital Facility			
Bone Density Scans	No charge	20%	Applicable to a non-hospital facility	Bone Density Scans	100%	80% up to UCR	
CAT Scans	No charge	20%	Applicable to a non-hospital facility	CAT Scans	100%	80% up to UCR	
Diagnostic Testing	No charge	20%	Applicable to a non-hospital facility	Diagnostic Testing	100%	80% up to UCR	
Laboratory/Pathology	No charge	20%	Applicable to a non-hospital facility	Laboratory/Pathology	100%	80% up to UCR	
MRIs	No charge	20%	Applicable to a non-hospital facility	MRIs	100%	80% up to UCR	
Radiology	No charge	20%	Applicable to a non-hospital facility	Radiology	100%	80% up to UCR	
Hospital Facility				Hospital Facility			
Bone Density Scans	Not applicable	20%	Applicable to hospital facility	Bone Density Scans	100%	80% up to UCR	
CAT Scans	Not applicable	20%	Applicable to hospital facility	CAT Scans	100%	80% up to UCR	
Diagnostic Testing	Not applicable	20%	Applicable to hospital facility	Diagnostic Testing	100%	80% up to UCR	
Laboratory/Pathology	Not applicable	20%	Applicable to hospital facility	Laboratory/Pathology	100%	80% up to UCR	
MRIs	Not applicable	20%	Applicable to hospital facility	MRIs	100%	80% up to UCR	
Radiology	Not applicable	20%	Applicable to hospital facility	Radiology	100%	80% up to UCR	
Medical Equipment and Supplies				Medical Equipment and Supplies			
Medical Equipment / Supplies	Not applicable	20%		Medical Equipment / Supplies	80%	80% up to UCR	
Orthotics	Not applicable	20%	Includes orthopedic (non-dental) braces, casts, splints, trusses and other orthotics prescribed by a physician that are required for support of a body part due to a congenital condition or an accidental injury or illness.	Orthotics	80%	80% up to UCR	
Prosthetics	Not applicable	20%	Includes an artificial limb, eye or other prosthetic appliance required to replace a natural limb eye or other body part	Prosthetics	80%	80% up to UCR	
Mental Health/Substance Abuse				Mental Health/Substance Abuse			
Inpatient Facility				Inpatient Facility			
Acute Medical Detoxification	no charge	20%		Acute Medical Detoxification	100%	80% up to UCR	
Mental Health	no charge	20%		Mental Health	100%	80% up to UCR	
Substance Abuse	no charge	20%		Substance Abuse	100%	80% up to UCR	
Inpatient Professional				Inpatient Professional			
Mental Health	no charge	20%		Mental Health	100%	80% up to UCR	
Substance Abuse	no charge	20%		Substance Abuse	100%	80% up to UCR	
Outpatient				Outpatient			
Mental Health	No charge	20%	For employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Mental Health	100%	80% up to UCR	Remove reference to \$30 ded

BENEFITS	Basic Benefits	Major Medical	Comments	BENEFITS	Benefits based on Neg. Rate	Out-of-Network	Comments
Psychological Testing	Not applicable	20%		Psychological Testing	80%	80% up to UCR	
Substance Abuse Counseling	No charge	20%	For employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Substance Abuse Counseling	100%	80% up to UCR	Remove reference to \$30 ded. Remove Employee Only.
Substance Abuse Counseling	Not applicable	20%	For covered dependents. Limited to one visit per day.	Substance Abuse Counseling	100%	80% up to UCR	Different benefit for dependents - Remove this lanaguge.
Mental Health	Not applicable	20%	For covered dependents. Limited to one visit per day.	Mental Health	100%	80% up to UCR	Different benefit for dependents - Remove this lanaguge.
<b>Physician Services</b>				<b>Physician Services</b>			
<b>Allergy</b>				<b>Allergy</b>			
Injectables/Treatment	Not applicable	20%		Injectables/Treatment	80%	80% up to UCR	
Serum Purchase	Not applicable	20%		Serum Purchase	80%	80% up to UCR	
Testing	Not applicable	20%		Testing	100%	80% up to UCR	
<b>Home</b>				<b>Home</b>			
Physician Home Visits	No charge	20%	For employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Physician Home Visits	100%	80% up to UCR	Remove Employee Only. Remove reference to \$30 ded.
<b>In-Hospital / Facility</b>				<b>In-Hospital / Facility</b>			
Anesthesia	No charge	not applicable		Anesthesia	100%	100% up to UCR	
Consultations	No charge	20%		Consultations	100%	100% up to UCR	
Surgeries	No charge	not applicable		Surgeries	100%	100% up to UCR	
<b>In-Office</b>				<b>In-Office</b>			
Anesthesia	No charge	not applicable		Anesthesia	100%	80% up to UCR	
Injectable Medications				Injectable Medications	Provided thru ESI	Provided thru ESI	
Podiatrist Office Visits	No charge	20%	For employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Podiatrist Office Visits	100%	80% up to UCR	Remove Employee Only. Remove reference to \$30 ded
Second Opinion	Not applicable	20%		Second Opinion	100%	80% up to UCR	Benefit change to encourage 2nd
Surgery	no charge	not applicable		Surgery	100%	80% up to UCR	Benefit change to Out of Network
Visit Consultation	No charge	20%	For employee only. An employee's first non-accident related outpatient, office, urgent care or mental nervous/substance abuse visit is subject to a yearly \$30 deductible. Limited to one visit per day.	Visit Consultation	100%	80% up to UCR	Remove Employee Only. Remove reference to \$30 ded
Visit Consultation	Not applicable	20%	For covered dependent only. Limited to one visit per day.	Visit Consultation	100%	80% up to UCR	Different benefit for dependents - Remove this lanaguge.
Physician Home Visits	Not applicable	20%	For covered dependent only. Limited to one visit per day.	Physician Home Visits	100%	80% up to UCR	Different benefit for dependents - Remove this lanaguge.
Podiatrist Office Visits	Not applicable	20%	For covered dependent only. Limited to one visit per day.	Podiatrist Office Visits	100%	80% up to UCR	Different benefit for dependents - Remove this lanaguge.
<b>Prescription Drugs</b>				<b>Prescription Drugs</b>			

BENEFITS	Basic Benefits	Major Medical	Comments	BENEFITS	Benefits based on Neg. Rate	Out-of-Network	Comments
Please provide the PBM Name and Phone number			Caremark 866-885-4944	Prescription Drug and Specially Drug coverage provided through Express Script, Inc.			
<b>Preventive Care</b>				<b>Preventive Care</b>			
<b>Physical Exams</b>				<b>Physical Exams</b>			
Colorectal Cancer Screening- Amb Surgery Center	No charge	not applicable	Limited to one every 5 years for those age 50 and over or previous history indicates medical necessity.	Colorectal Cancer Screening- Amb Surgery Center	No charge	Not Covered	Modified for ACA Compliance
Colorectal Cancer Screening- Outpatient Hospital	No charge	not applicable	Limited to one every 5 years for those age 50 and over or previous history indicates medical necessity.	Colorectal Cancer Screening- Outpatient Hospital	No charge	Not Covered	
Colorectal Cancer Screening- Professional - flexible sigmoidoscopy; - double contrast barium enema; - colonoscopy	No charge	not applicable	Limited to one every 5 years for those age 50 and over or previous history indicates medical necessity.	Colorectal Cancer Screening- Professional - flexible sigmoidoscopy; - colonoscopy - double contrast barium enema;	No charge	Not Covered	
Laboratory/Radiology	Not covered	Not covered		Laboratory/Radiology	No charge	Not Covered	
Office visit Eye and Ear Screening and Immunizations	Not covered	Not covered		Office visit Eye and Ear Screening and Immunizations	No charge	Not Covered	Modified for ACA Compliance
Osteoporosis Screening	Not covered	Not covered		Osteoporosis Screening	No charge	Not Covered	
<b>Well Baby</b>				<b>Well Baby</b>			
Laboratory/Radiology	No charge	not applicable	Birth to 12 months.	Laboratory/Radiology	No charge	Not Covered	Modified for ACA Compliance
Office visit Eye and Ear Screening and Immunizations	No charge	not applicable	Birth to 12 months.	Office visit Eye and Ear Screening and Immunizations	No charge	Not Covered	
<b>Well Woman</b>				<b>Well Woman</b>			
Mammogram	No charge	not applicable	Limited to a baseline for women between ages 35 and 39; one every 2 years for women age 40-49; one per year for women age 50 and over.	Mammogram	No charge	Not Covered	Modified for ACA Compliance
Office Exam	No charge	not applicable	Limited to one per year	Office Exam	No charge	Not Covered	
Pap Smear	No charge	not applicable	Limited to one per year	Pap Smear	No charge	Not Covered	
<b>Womens Preventive Health</b>							
Breast pump	Not covered	Not covered		Breast pump	No charge	Not Covered	Modify for ACA Compliance
<b>Contraceptives</b>				<b>Contraceptives</b>			
Diaphragm Fitting	Not covered	Not covered		Diaphragm Fitting	No charge	Not Covered	Modified for ACA Compliance
<b>Implanted Contraceptives</b>				<b>Implanted Contraceptives</b>			
Insertion and removal of IUD	Not covered	Not covered		Insertion and removal of IUD	No charge	Not Covered	
IUD device	Not covered	Not covered		IUD device	Carved out to Express Scripts. Covered under the Prescription Drug benefits. Express Scripts 866-832-9259		
Injectable Contraceptives	Not covered	Not covered		Injectable Contraceptives			
Contraceptive Drugs and Devices			Covered under the Prescription Drug benefits	Contraceptive Drugs and Devices			Modified for ACA Compliance
<b>Family Planning</b>				<b>Family Planning</b>			
Office visit	Not covered	Not covered		Office visit	No charge	Not Covered	Modified for ACA Compliance
Tubal ligation	No charge	not applicable		Tubal ligation	No charge	Not Covered	
<b>Rehabilitative Therapy</b>				<b>Rehabilitative Therapy</b>			
<b>In Office Rehab</b>				<b>In Office Rehab</b>			
Occupational Therapy	not applicable	20%		Occupational Therapy	80%	80% up to UCR	
Physical Therapy	not applicable	20%		Physical Therapy	100%	80% up to UCR	
Respiratory Therapy	not applicable	20%		Respiratory Therapy	80%	80% up to UCR	
Speech Therapy	not applicable	20%		Speech Therapy	80%	80% up to UCR	
<b>Outpatient Facility Rehabilitation</b>				<b>Outpatient Facility Rehabilitation</b>			
Occupational Therapy	not applicable	20%		Occupational Therapy	80%	80% up to UCR	
Physical Therapy	not applicable	20%		Physical Therapy	100%	80% up to UCR	
Respiratory Therapy	not applicable	20%		Respiratory Therapy	80%	80% up to UCR	
Speech Therapy	not applicable	20%		Speech Therapy	80%	80% up to UCR	

BENEFITS	Basic Benefits	Major Medical	Comments	BENEFITS	Benefits based on Med. Rate	Out-of-Network	Comments
<b>Skilled Nursing Facility</b>				<b>Skilled Nursing Facility</b>			
<b>Freestanding SNF</b>				<b>Freestanding SNF</b>	100%	80% to UCR	
Skilled Nursing Care	No charge	20%		Skilled Nursing Care	100%	80% to UCR	
<b>Hospital SNF</b>				<b>Hospital SNF</b>			
Skilled Nursing Care	No charge	20%		Skilled Nursing Care	100%	80% to UCR	
<b>Therapeutic Services</b>				<b>Therapeutic Services</b>			
<b>In Office Therapy</b>				<b>In Office Therapy</b>			
Biofeedback	not applicable	20%		Biofeedback	80%	80% to UCR	
Chemotherapy	not applicable	20%		Chemotherapy	80%	80% to UCR	
Infusion Therapy	not applicable	20%		Infusion Therapy	80%	80% to UCR	
Radiation Therapy	not applicable	20%		Radiation Therapy	80%	80% to UCR	
<b>Outpatient Facility Therapy</b>				<b>Outpatient Facility Therapy</b>			
Biofeedback	not applicable	20%		Biofeedback	80%	80% to UCR	
Chemotherapy	not applicable	20%		Chemotherapy	80%	80% to UCR	
Infusion Therapy	not applicable	20%		Infusion Therapy	80%	80% to UCR	
Radiation Therapy	not applicable	20%		Radiation Therapy	80%	80% to UCR	
Renal Dialysis	not applicable	20%		Renal Dialysis	80%	80% to UCR	
<b>Vision and Hearing</b>				<b>Vision and Hearing</b>			
Hearing Aids	Not covered	Not covered		Hearing Aids	Not Covered	Not Covered	
Eye Refraction	Not covered	Not covered		Eye Refraction	Not Covered	Not Covered	
<b>Services Outside of CA -</b>							
In the USA	<p>Your are entitled to the same benefits outside of California as you would be in California. Covered services received from a local Blue Cross Blue Shield contracted provider are paid at the preferred level when billed through the local Blue Plan. A 24 hour toll-free number is available when you are outside California or in the United States and need urgent services. By calling (800) 810-2583 (BLUE), you will be informed about the nearest BlueCard participating provider.</p>						
Outside of the USA	<p>Emergency and Urgent services are covered when traveling outside the USA. You are responsible for obtaining an English language translation of the claim and all medical records. When you are out of the country, you can either call collect at (804) 673-1177 or the toll-free BlueCard access number at (800) 810-2583, 24 hours a day, seven days a week to locate the nearest BlueCard Worldwide Network provider.</p>						

# RCCD Health Plan (PPO)

Presented by:

Vicki Nicholson, Interim Vice Chancellor

Diversity and Human Resources

February 24, 2014

# RCCD Health Plan (PPO)

- November 2013
  - District established Chancellor Healthcare Taskforce Members include:
    - Vicki Nicholson, Interim Vice Chancellor, Diversity and Human Resources
    - Bill Bogle, Controller
    - Majd Askar, Purchasing Manager
    - Dariush Haghghat, CTA President, - Professor, Political Science
    - Amber Casolari, CTA, - Associate Professor, Economics
    - Leona Crawford, President, CSEA, - Disability Specialist
    - Gustavo Segura, CSEA, - Instructional Media/Broadcast Coordinator
    - Brandi Livingston, Health Now Administrative Services
    - Debra Yorba, Vice President, Keenan and Associates
    - Rosa Espinoza-Leal, Executive Administrative Assistant (note taker)
    - Art Alcaraz, Director, Diversity and Human Resources (resource)

# RCCD Health Plan (PPO)

- December 2013
  - District authorized the development of a new agreement for the Riverside Community College District Health Plan, effective January 1, 2014 as well as authorizing the District to pursue the non-grandfather status with the health plan providers
  - February 2014
    - The revisions to the plan are represented on the spreadsheet provided in the attached report.

# RCCD Health Plan (PPO)

- Increased Costs to the RCCD Health Plan (PPO)
  - Change In Out of Pocket In Network Maximum  
From a Maximum of \$400/family member to  
\$400/family
  - Change to a \$300 maximum deductible on an aggregate basis
  - References to additional deductibles were removed
  - These changes represent a 1.25% to 1.50% estimated increase in cost to the District



# RCCD Health Plan (PPO)

- Where do we go from here?
  - Changes to the RCCD Health Plan (PPO) would be retroactive to January 1, 2014
  - RCCD Health Plan (PPO) Plan Document will return to the Board of Trustees for ratification



## Agenda Item (VIII-D-3)

Meeting	3/18/2014 - Regular
Agenda Item	Committee - Resources (VIII-D-3)
Subject	Adoption of Resolution No. 32-13/14 – Authorizing the Issuance of 2014 General Obligation Refunding Bonds
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees adopt the Resolution No. 32-13/14 authorizing the issuance and sale of 2014 General Obligation Refunding Bonds and the refunding of the District's Series 2004A General Obligation Bonds.

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### Background Narrative:

On March 2, 2004, voters of the District authorized the District to issue \$350 million of general obligation bonds to finance the acquisition, construction and modernization of District property and facilities. Since then, the District has issued five series of bonds totaling \$265 million and refunded the Series 2004A bonds. The District has \$85 million of remaining bond authorization, which it expects to issue in the near future.

Due to lower interest rates, the District currently has an opportunity to possibly refinance one or more of its issued bonds to reduce total debt service. This can be accomplished without exceeding the tax rate promised to the electorate. The extent to which the refinancing will reduce debt service will depend on market interest rates at the time the financing is implemented. If interest rates are favorable, as defined by achievement of a minimum interest savings of 3% or \$1.6 million, the District will move forward with the refinancing. If the minimum 3% is not achieved, the District will not execute the refinancing until such time as market conditions permit saving of 3% or more.

The attached resolution authorizes the District to issue general obligation refunding bonds and authorizes District staff to carry out actions necessary or advisable to implement the refinancing.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

### Attachments:

[03182014\\_Resolution No. 32-13/14 Authorizing the Issuance of 2014 GO Refunding Bonds](#)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 32-13/14**

**RESOLUTION AUTHORIZING THE ISSUANCE OF RIVERSIDE  
COMMUNITY COLLEGE DISTRICT (RIVERSIDE COUNTY, CALIFORNIA)  
2014 GENERAL OBLIGATION REFUNDING BONDS**

**WHEREAS**, a duly called election was held in the Riverside Community College District (hereinafter referred to as the “District”) on March 2, 2004, and thereafter canvassed pursuant to law; and

**WHEREAS**, at such election, there was submitted to and approved by the requisite vote of 55% or more of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$350,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “2004 Authorization”); and

**WHEREAS**, pursuant to the 2004 Authorization, the District has previously caused the issuance of (i) \$55,205,000 of its Election of 2004, General Obligation Bonds, Series 2004A (the “2004A Bonds”); and (ii) \$90,000,000 of its Election of 2004 General Obligation Bonds, Series 2007C (the “2007C Bonds”);

**WHEREAS**, to refund a portion of the then-outstanding 2004A Bonds, the District, on June 8, 2005, issued general obligation refunding bonds pursuant to Section 53550 *et seq.* of the California Government Code (the “Act”) in an aggregate principal amount of \$58,386,109.30 and styled as “Riverside Community College District (Riverside County, California) 2005 General Obligation Refunding Bonds” (the “2005 Refunding Bonds,” and together with the 2007C Bonds and the 2004A Bonds, the “Prior Bonds”); and

**WHEREAS**, pursuant to Act, the District is authorized to issue general obligation refunding bonds (the “Refunding Bonds”) to refund all or a portion of the outstanding Prior Bonds (so refunded, the “Refunded Bonds”);

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

**WHEREAS**, this Board desires to appoint professionals related to the issuance of the Refunding Bonds.

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Purpose.** To refund all or a portion of the outstanding principal amount of the Prior Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board of Trustees of the District (the “Board”) hereby authorizes the issuance of the Refunding Bonds

pursuant to the Act, in one or more series of federally taxable or tax-exempt bonds, to be styled as the “Riverside Community College District (Riverside County, California) 2014 General Obligation Refunding Bonds,” in an aggregate principal amount not-to-exceed \$135,000,000, with appropriate series designations if more than one series of Refunding Bonds is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

**SECTION 2. Paying Agent.** The Board hereby appoints the Paying Agent (defined herein) identified in Section 5 hereof. The Board hereby approves the payment of reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

**SECTION 3. Terms and Conditions of Sale.** To best access the capital markets, the Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Interim Chancellor (the “Interim Chancellor”) or the Vice Chancellor, Business and Financial Services (the “Vice Chancellor”), or such other officer or official of the District that the Interim Chancellor or the Vice Chancellor may designate (collectively, the “Authorized Officers”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

**SECTION 4. Approval of Purchase Contract.** The form of contract for purchase and sale of the Refunding Bonds (the “Purchase Contract”) by and between the District and the Underwriter (as defined herein), substantially in the form on file with the Secretary of the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law, and the underwriting discount, exclusive of original issue discount and the reasonable expenses of the Underwriter, shall not exceed 0.50% of the aggregate principal amount of the Refunding Bonds issued, excluding therefrom original issue discount thereon. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$135,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

**SECTION 5. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) **“Act”** means Sections 53550 *et seq.* of the California Government Code.
- (b) **“Authorizing Documents”** means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.
- (c) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.
- (d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.

(e) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on August 1, 2014 with respect to the interest on the Refunding Bonds, and August 1 of each year commencing on August 1, 2014 with respect to the principal payments on the Refunding Bonds.

(f) **“Bond Register”** means all books and records held by the Paying Agent necessary for the registration, exchange and transfer of the Refunding Bonds.

(g) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(h) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

(i) **“Date of Delivery”** means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(j) **“Depository”** means the entity acting as securities depository pursuant to Section 6(c) hereof.

(k) **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.

(l) **“Escrow Agent”** means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(m) **“Escrow Agreement”** means the Escrow Agreement relating to deposit and investment of funds to defease the Refunded Bonds, by and between the District and the Escrow Agent.

(n) **“Federal Securities”** means securities as permitted, in accordance with the Authorizing Documents pursuant to which the Refunded Bonds were issued, to be deposited with the Escrow Agent for the purpose of defeasing the Refunded Bonds.

(o) **“Information Services”** means Financial Information, Inc.’s “Financial Daily Called Bond Service; Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.’s Called Bond Department.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(q) **“Official Statement”** means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.

(r) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Refunding Bonds canceled at or prior to such date;
- (ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or
- (iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution
- (s) **“Owners”** or **“Registered Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.
- (t) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.
- (u) **“Paying Agent”** means, initially, U.S. Bank National Association, and thereafter any successor financial institution, acting as paying agent, verification agent, transfer agent, and bond registrar for the Refunding Bonds.
- (v) **“Record Date”** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.
- (w) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.
- (x) **“Term Bonds”** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.
- (y) **“Transfer Amount”** means, with respect to the Outstanding Refunding Bonds, the principal amount thereof.

#### **SECTION 6. Terms of the Refunding Bonds.**

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as fully registered bonds registered as to both principal and interest, in the denominations of \$5,000 principal amount or any integral multiple thereof. The Refunding Bonds will be initially registered to “Cede & Co.,” the Nominee of the DTC.

Each Refunding Bond shall be dated the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot in such manner as the Paying Agent shall determine; provided, however, that the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of Bonds subject to mandatory sinking fund redemption are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to each of the Securities Depository.

(C) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any Redemption Notice given in connection with the optional redemption of Refunding Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, such Refunding Bonds shall not be subject to redemption on such date and such Refunding Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall, within a reasonable time thereafter, give notice (but in no event later than the date initially set for redemption) to the persons to whom and in the manner in which the notice of redemption was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such notice in the same manner as such notice was originally provided.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by an independent escrow agent selected by the District so as to be available



therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Refunding Bonds to be prepaid in the event the District redeems book-entry Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on book-entry Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the absolute Owner of such the Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on book-entry Refunding Bonds only to or upon the order of the respective Owner, as shown in the

Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, and premium, if any, and interest on book-entry Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on book-entry Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then such Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC

or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

**SECTION 7. Execution of Refunding Bonds.** The Refunding Bonds shall be signed by the President of the Board of the District, or such other member of the Board authorized to sign on behalf of the President by resolution thereof, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary of or to the Board, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 8. Paying Agent; Transfer and Exchange.** So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office the Bond Register as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of the Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like series, tenor, maturity and Transfer Amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly

cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption price, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District. No part of any fund of the County is pledged or obligated to the payment of the Refunding Bonds.

**SECTION 10. Form of Refunding Bonds.** The Refunding Bonds shall be in substantially the form included in Exhibit A hereto, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement.

**SECTION 11. Delivery of Refunding Bonds.** The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor.

**SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement.** An amount of proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the "Riverside Community College District, 2014 General Obligation Refunding Bonds Escrow Fund" (the "Escrow Fund") (with appropriate series designation if the Refunding Bonds are sold in more than one series) established under the Escrow Agreement, which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds are hereby authorized to be deposited in the fund of the District held by a fiscal agent

selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Riverside Community College District, 2014 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") (with appropriate series designation if the Refunding Bonds are sold in more than one series) for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds and for no other purpose. The Debt Service Fund shall be held by the County, and may contain subaccounts to the extent the Refunding Bonds are sold in more than one series. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector of Riverside County to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

### **SECTION 13.        Rebate Fund.**

(a)     General. With respect to Refunding Bonds sold as federally tax-exempt bonds, there shall be created and established a special fund designated the "Riverside Community College District 2014 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, to be executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b)     Deposits.

(i)        Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds

established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such

payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

**SECTION 14. Security for the Refunding Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District and used for the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

**SECTION 15. Arbitrage Covenant.** The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

**SECTION 16. Legislative Determinations.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

**SECTION 17. Official Statement.** The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer



executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

**SECTION 18. Insurance.** In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 19. Defeasance.** All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, is sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, interest thereon and prepayment premiums, if any) at or before their maturity date; or

(b) **Government Obligations:** by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, interest thereon and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service ("Moody's") or Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future

interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either S&P or Moody's.

**SECTION 20. Other Actions, Determinations and Approvals.**

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on the first optional redemption date of such Refunded Bonds following the issuance of the Refunding Bonds.

(d) The Board hereby appoints U.S. Bank National Association Escrow Agent for the Refunding Bonds and approves the Escrow Agreement, substantially in the form on file with the Secretary of the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(e) The Board hereby appoints Piper Jaffray & Co, San Francisco, California, as the Underwriter, Keygent LLC, El Segundo, California, as the Financial Advisor to the District, and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract and the Official Statement; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

**SECTION 21. Resolution to Treasurer-Tax Collector.** The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector immediately following its adoption.

**SECTION 22. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause

the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

**SECTION 23. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

**SECTION 24. Effective Date.** This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 18th day of March, 2014, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

---

Virginia Blumenthal  
President of Board of Trustees  
Riverside Community College District

Attest:

---

Nathan Miller  
Secretary of Board of Trustees  
Riverside Community College District

SECRETARY'S CERTIFICATE

I, Nathan Miller, Secretary of the Board of Trustees of the Riverside Community College District, Riverside County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on March 18, 2014 of which meeting all of the members of the Board of Trustees of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 18, 2014

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Nathan Miller  
Secretary of Board of Trustees  
Riverside Community College District

(Form of Refunding Bond)

REGISTERED  
NO.

REGISTERED  
\$

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
(RIVERSIDE COUNTY, CALIFORNIA)  
2014 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE:                      MATURITY DATE:                      DATED AS OF:                      CUSIP  
\_\_\_\_% per annum                      August 1, 20\_\_\_\_                      \_\_\_\_\_, 2014                      76886P\_\_\_\_

REGISTERED OWNER:                      CEDE & CO.

PRINCIPAL AMOUNT:

The Riverside Community College District (the "District") in Riverside County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing on August 1, 2014. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2014, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by U.S. Bank National Association, as Paying Agent. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of (i) refunding certain of the District's outstanding 2005 General Obligation Refunding Bonds, (ii) refunding certain of the District's outstanding Election of 2004 General Obligation Bonds, Series 2004A, (iii) refunding certain of the District's outstanding Election of 2004 General Obligation Bonds, Series 2007C and (iv) paying all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on March 18, 2014 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both Principal

and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$\_\_\_\_\_ Principal amount of Current Interest Bonds, of which this bond is a part (each a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like series, tenor, maturity and principal amount and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, \_\_\_ are not subject to redemption. The Refunding Bonds maturing on or after August 1, \_\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, \_\_\_, at a redemption price equal to the principal amount of the Refunding Bonds selected for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Refunding Bonds maturing on August 1, \_\_\_ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, \_\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Refunding Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

In the event that a portion of the Refunding Term Bonds maturing on August 1, 20\_\_ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Refunding Term Bonds optionally redeemed.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent as directed by the District or, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Riverside Community College District, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees, all as of the date stated above.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_ (Facsimile Signature)  
President, Board of Trustees

COUNTERSIGNED:

\_\_\_\_\_  
(Facsimile Signature)  
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2014.

U.S. BANK NATIONAL ASSOCIATION, as Paying  
Agent

By: \_\_\_\_\_  
Authorized Officer



ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: \_\_\_\_\_ (Facsimile Signature)  
Secretary of Board of Trustees

(Form of Legal Opinion)



## Agenda Item (VIII-E-1)

Meeting	3/18/2014 - Regular
Agenda Item	Committee - Facilities (VIII-E-1)
Subject	Pre-qualification List of Firms for Soils Testing Services
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the following six (6) firms for eligibility for hire on an individual basis as needed to execute projects: 1) CHJ Consultants; 2) GeoTek, Inc.; 3) Group Delta Consultants, Inc.; 4) Koury Engineering and Testing, Inc.; 5) Leighton Consulting, Inc.; and 6) Rincon Consultants, Inc.

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### Background Narrative:

On January 2, 2014, the District issued a Request for Qualifications (RFQ)/Request for Proposals (RFP) for Environmental, Engineering, and IOR services to assist the Riverside Community College District in executing construction projects. The RFQ/RFP requested on-call professional services for six (6) different categories, one of which was for Soils Testing Services. Nine (9) responses were received from various companies.

On February 7, 2014, all nine (9) firms were screened by a panel, consisting of the Chief of Staff & Facilities Development, the Facilities Development Director, a Purchasing Specialist, and the District Facilities Consultant. After presentations and discussion, the screening committee recommends that the six (6) firms listed below for Soils Testing Services be included in a pre-qualification list for District projects, recognized by the Board of Trustees. The District will use pre-qualification lists and re-qualify on an as-needed basis; or at least every five years. Individual contracts reflecting their assignments will be brought forward for Board approval prior to commencement of work on a project.

CHJ Consultants  
GeoTek, Inc.  
Group Delta Consultants, Inc.  
Koury Engineering & Testing, Inc.  
Leighton Consulting, Inc.  
Rincon Consultants, Inc.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Bart Doering, Facilities Development Director  
Laurens Thurman, District Consultant  
Melissa Elwood, Purchasing Specialist

### Attachments:



## Agenda Item (VIII-E-2)

Meeting	3/18/2014 - Regular
Agenda Item	Committee - Facilities (VIII-E-2)
Subject	Pre-qualification List of Firms for Special Inspection and Materials Testing Services
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the following ten (10) firms for eligibility for hire on an individual basis as needed to execute projects: 1) Smith-Emery Laboratories, Inc.; 2) Group Delta Consultants, Inc.; 3) Koury Engineering & Testing, Inc.; 4) Southwest Inspection & Testing, Inc.; 5) MTGL, Inc.; 6) Inland Foundation Engineering, Inc.; 7) CHJ Consultants; 8) Ninyo and Moore; 9) River City Testing; and 10) GeoTek, Inc.

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### Background Narrative:

On January 2, 2014, the District issued a Request for Qualifications (RFQ)/Request for Proposals (RFP) for Environmental, Engineering, and IOR services to assist the Riverside Community College District in executing construction projects. The RFQ/RFP requested on-call professional services for six (6) different categories, one of which was for Special Inspection & Materials Testing Services. Fifteen (15) responses were received from various companies.

On February 20 & 21, 2014, all fifteen (15) firms were screened by a panel, consisting of the Chief of Staff & Facilities Development, the Facilities Development Director, a Purchasing Specialist, and the District Facilities Consultant. After presentations and discussion, the screening committee recommends that the ten (10) firms listed below for Special Inspection & Materials Testing Services be included in a pre-qualification list for District projects, recognized by the Board of Trustees. The District will use pre-qualification lists and re-qualify on an as-needed basis; or at least every five years. Individual contracts reflecting their assignments will be brought forward for Board approval prior to commencement of work on a project.

Smith-Emery Laboratories, Inc.  
Group Delta Consultants, Inc.  
Koury Engineering & Testing, Inc.  
Southwest Inspection & Testing, Inc.  
MTGL, Inc.  
Inland Foundation Engineering, Inc.  
CHJ Consultants  
Ninyo & Moore  
River City Testing  
GeoTek, Inc.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Bart Doering, Facilities Development Director  
Laurens Thurman, District Consultant  
Melissa Elwood, Purchasing Specialist

### Attachments:



## Agenda Item (IX-A-1)

Meeting	3/18/2014 - Regular
Agenda Item	Administrative Reports (IX-A-1)
Subject	Resolution No. 31-13/14 Resolution Recognizing Classified School Employees Week
College/District	District
Funding	
Recommended Action	It is recommended the Board of Trustees adopt Resolution No. 31-13/14 and designate the week of May 19th through 23rd, 2014 as Classified School Employee Week.

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### Background Narrative:

The third week in May, May 19- 23, 2014 is designated by the California Education Code as Classified School Employee Week. This is pursuant to Article 10, Section 88270 of the California Education Code. The Classified School Employee Week has been supported by the Board of Trustees annually for many years to honor and recognize the classified school employees who contribute in outstanding fashion to the Riverside Community College District educational community. Events are typically planned at each College and District location during this special week.

Prepared By: Vicki Nicholson, Vice Chancellor (Interim), Diversity and Human Resources

### Attachments:

[20140318\\_Res No 31 13-14 Res Recog CSEW\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MORENO VALLEY COLLEGE • NORCO COLLEGE • RIVERSIDE CITY COLLEGE

Resolution No. 31-13/14

Resolution to Recognize Riverside Community College Classified Employees During Classified School Employee Week

WHEREAS, May 19 -23, 2014, has been designated as Classified School Employee Week in California by the California State Legislature and the California School Employees Association; and,

WHEREAS, the Riverside Community College District desires to acknowledge and thank its classified employees; and,

WHEREAS, Riverside Community College District's classified employees are essential to the District, serving students in a professional, helpful, friendly and courteous manner, and conducting business in an exemplary fashion; and,

WHEREAS, employees assigned to Moreno Valley College, Norco College, Riverside City College, and District Offices contribute in such a positive way to the fulfillment of district functions, goals and objectives; and,

WHEREAS, these same employees also provide valuable support to the faculty and administrators and in so doing contribute to a positive learning environment; and,

WHEREAS, Riverside Community College District's classified employees are key ambassadors to the community, involved in every facet of community life through non-profit organizations, youth sports, philanthropic efforts, and other endeavors; and,

WHEREAS, their dedication and caring contributes in a positive spirit to our communities and our students, young and old; and,

WHEREAS, Riverside Community College District's classified employees deserve our respect, commendation, and recognition;

THEREFORE, BE IT RESOLVED that the Board of Trustees officially recognizes the professional contributions of our classified employees, proclaims that they enhance the excellence of education in the state of California and in this District, and declares the week of May 19-23, 2014, as Classified School Employee Week in the Riverside Community College District.

Passed and adopted this 18th day of March 2014.

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BOARD OF TRUSTEES OF THE RIVERSIDE  
COMMUNITY COLLEGE DISTRICT



## Agenda Item (XII-A)

Meeting	3/18/2014 - Regular
Agenda Item	Business From Board Members (XII-A)
Subject	California Community College Trustees (CCCT) Board of Directors Election - 2014
College/District	District
Funding	
Recommended Action	Recommend that the Board of Trustees vote to fill the eight vacancies on the CCCT Board.

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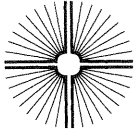
### Background Narrative:

The election of the members of the CCCT Board of Directors takes place between March 10 - April 25, 2014. There are seven (7) three-year vacancies on the board and one (1) one-year vacancy. All those nominated for election are listed on the attachment for your consideration.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Kathy Tizcareno, Administrative Assistant

### Attachments:

[2014\\_CCCT Board Election](#)



COMMUNITY COLLEGE LEAGUE  
OF CALIFORNIA

RECEIVED  
MAR 03 2014  
BY: \_\_\_\_\_

DATE: February 27, 2014

TO: California Community College Trustees  
California Community College District Chancellors/Superintendents

FROM: Judy Centlivre, Executive Assistant

SUBJECT: CCCT BOARD ELECTION — 2014

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Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are seven (7) three-year vacancies on the board and one (1) one-year vacancy.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms. The eighth top vote-getter will complete the term that was vacated by a CCCT member that did not seek re-election in her district last November. That term expires in 2015 and the candidate elected to complete that term will be eligible to run for re-election as an incumbent in 2015. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The fourteen trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 3, 2014. An official ballot for the election is also enclosed in this mailing to each community college district governing board office, as well as copies of the statement of candidacy and biographic sketch form of each of the candidates.

Please remember that: **1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures.** Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt. Official ballots must be signed and returned to the League office, with a USPS **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president and the results announced at the CCCT Annual Conference, May 1-2 in Newport Beach.

If you have any questions on the CCCT board election, please call the League office at (916) 444-8641.

Attachments:

List of Candidates

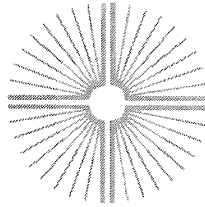
CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements







**2014 CCCT BOARD ELECTION**  
**CANDIDATES LISTED IN SECRETARY OF STATE'S**  
**RANDOM DRAWING ORDER OF FEBRUARY 3, 2014**

1. Richard Watters, Ohlone CCD
2. \*Paul Gomez, Chaffey CCD
3. Adrienne Grey, West Valley-Mission CCD
4. Jeffrey Lease, San Jose-Evergreen CCD
5. Brent Hastey, Yuba CCD
6. Pam Haynes, Los Rios CCD
7. Nathan Miller, Riverside CCD
8. \*Jim Moreno, Coast CCD
9. Donna Ziel, Cabrillo CCD
10. Lorrie A. Denson, Victor Valley CCD
11. Stephen P. Blum, Ventura CCD
12. \*Laura Casas, Foothill-DeAnza CCD
13. \*Stephan Castellanos, San Joaquin Delta CCD
14. \*Nancy Chadwick, Palomar CCD

\* Incumbent



## Agenda Item (XII-B)

Meeting	3/18/2014 - Regular
Agenda Item	Business From Board Members (XII-B)
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, including any updates regarding the following assigned associations:

Association of Community College Trustees (ACCT)

Association of Governing Board of Universities and Colleges (AGB)

California Community College Trustees and Legislative Network (CCCT)

Community College League of California (CCLC)

Latino Trustees Association

Inland Valleys Trustees and CEO Association

African-American Organizations Liaison Riverside Branch - NAACP

Hispanic Chambers of Commerce: Corona, Moreno Valley, and Riverside

Chambers of Commerce: Corona, Moreno Valley, and Norco

Riverside County School Board Association

Riverside County Committee on School District Organization

Alvord Unified School District Ad-Hoc Committee

Mine Okubo Committee

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

### Attachments:



## Agenda Item (XIII-A)

Meeting	3/18/2014 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	n/a
Recommended Action	Recommended Action to be Determined

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### **Background Narrative:**

None

Prepared By: Cynthia Azari, Interim Chancellor

### **Attachments:**



## Agenda Item (XIII-B)

Meeting	3/18/2014 - Regular
Agenda Item	Closed Session (XIII-B)
Subject	Pursuant to Government Code Section 54957, Public Employee Performance Evaluation Title: Interim Chancellor
College/District	District
Funding	n/a
Recommended Action	Recommended Action to be Determined.

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### Background Narrative:

None

Prepared By: Cynthia Azari, Interim Chancellor

### Attachments: