RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Board of Trustees - Regular Meeting
Board of Trustees Governance Committee, Teaching and Learning Committee, Planning and Operations Committee, Facilities Committee and Resources Committee
Tuesday, May 01, 2018 6:00 PM
District Office, Board Room, 3801 Market Street, Riverside, CA 92501

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. (This time limit will be doubled for members of the public utilizing a translator to ensure the non-English speaker receives the same opportunity to directly address the Board, unless simultaneous translation equipment is used.)

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 and speak to an Executive Administrative Assistant 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, 3rd Floor, 3801 Market Street, Riverside, California, 92501 or online at 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. Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.

II. PUBLIC HEARING (NONE)

III. CHANCELLOR'S REPORT

- A. Chancellor's Communications
  Information Only

IV. BOARD COMMITTEE REPORTS

- A. Governance
  1. Board Policy for First Reading - BPAP 6307 Debt Issuance and Management
     The Committee to review the first reading of Board Policy and Administrative Procedure 6307 - Debt Issuance and Management.
- B. Teaching and Learning
  1. Guided Pathways Update
     Information Only

2. Proposed Curricular Changes

   The Committee to review the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

C. Planning and Operations (None)

D. Resources

1. Selection of PepsiCo to Provide District-Wide Beverage Services

   The Committee to review the selection of PepsiCo to provide district-wide beverage services.

2. Selection of Altura Credit Union to Provide Automated Teller Machines (ATMs)

   The Committee to review the selection of Altura Credit Union to provide Automated Teller Machines (ATMs) on the Riverside, Norco and Moreno Valley College campuses.

3. Project Savings Reconciliation to Adjust Measure C Project Budgets

   The Committee to review the adjusted budgets for the projects identified on the Project Savings Reconciliation report and return the project savings totaling $4,343,626 to the originating college/district/fund.

4. Presentation on New Student-Centered Funding Formula Proposal and FY 2018-19 Riverside Community College District Budget Planning

   Information Only

E. Facilities (None)

V. OTHER BUSINESS (NONE)

VI. CLOSED SESSION

A. Pursuant to Government Code Section 54957, Public Employee Discipline/ Dismissal/Release

   Recommended Action to be Determined.

VII. ADJOURNMENT

Agenda Item (III-A)

Meeting	5/1/2018 - Committee
Agenda Item	Chancellor's Report (III-A)
Subject	Chancellor's Communications
College/District	District
Information Only	

Background Narrative:

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

Prepared By: Wolde-Ab Isaac, Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

None.

Agenda Item (IV-A-1)

Meeting	5/1/2018 - Committee
Agenda Item	Committee - Governance (IV-A-1)
Subject	Board Policy for First Reading - BPAP 6307 Debt Issuance and Management
College/District	District
Funding	
Recommended Action	First Reading of Board Policy and Administrative Procedure 6307 - Debt Issuance and Management.

Background Narrative:

Existing California law requires public agencies to provide information to the California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of the debt.

Senate Bill 1029 (SB1029), amended the law to place additional reporting obligations on issuers of debt. In part, SB 1029 requires that an issuer certify that it has adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with the local debt policies. SB 1029 lists certain topics to be covered in the local debt policies.

Senate Bill 450 (SB 450) amended the law to require public entities who are authorized to issue bonds to obtain and disclose the following in a meeting open to the public prior to approving the issuance of bonds with a term greater than 13 months:

1. True interest cost of the bonds
2. Finance charge of the bonds
3. Accounting for the proceeds of the bonds
4. Total payment amount

The District expects to issue general obligation bonds, and potentially other debt instruments such as Tax and Revenue Anticipation Notes (TRAN) from time-to-time, and therefore must adopt a debt issuance and management policy in compliance with SB 1029 and SB 450.

The Board Policy is presented to the Board of Trustees for first reading.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Patrick Pyle, General Counsel

Attachments:

BPAP 6307 - Debt Issuance and Management

Business and Fiscal Affairs
DRAFT

BP 6307 DEBT ISSUANCE AND MANAGEMENT

References:

Government Code Section 5852.1
Government Code Section 8855
Government Code Sections 53311 *et seq.*, 53506 *et seq.* and 53850 *et seq.*
Education Code Sections 15000 *et seq.,* and 15264 *et seq.*
Education Code Sections 17400 *et seq.*, 17430 *et seq.*,17450 *et seq.*
Education Code Section 17455 *et seq.*
State Constitution Section 18 of Article XVI
State Constitution Section 1(b)(2) of Article XIII A (Proposition 46)
State Constitution Section 1 (b)(3) of Article XIII A (Proposition 39)

The Chancellor shall establish procedures for the issuance of indebtedness by the District in satisfaction of the requirements of SB 1029, codified as part of Government Code Section 8855, including fulfillment of its debt issuance reporting requirements to the California Debt and Investment Advisory Commission (CDIAC).

Procedures shall include:

- **The purposes for which debt proceeds may be used.**
- **The types of debt that may be issued.**
- **The relationship of the debt to, and integration with, the District's capital improvement program.**
- **Policy goals related to the District's planning goals and objectives.**
- **The internal control procedures that the District has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.**
- **Reporting requirements to the California Debt and Investment Advisory Commission (CDIAC).**
- **Required disclosures prior to issuance of bonds.**

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:
(This is a new policy recommended by the CCLC and the League's legal counsel)

AP 6307 DEBT ISSUANCE AND MANAGEMENT

References:

Government Code Section 5852.1
Government Code Section 8855
Government Code Sections 53311 *et seq.*, 53506 *et seq.* and 53850 *et seq.*
Education Code Sections 15000 *et seq.,* and 15264 *et seq.*
Education Code Sections 17400 *et seq.*, 17430 *et seq.*,17450 *et seq.*
Education Code Section 17455 *et seq.*
State Constitution Section 18 of Article XVI
State Constitution Section 1(b)(2) of Article XIII A (Proposition 46)
State Constitution Section 1 (b)(3) of Article XIII A (Proposition 39)

I. Purpose and Goals

These administrative procedures provide a framework for debt management and capital planning and have been developed to meet the following goals:

- Identifying the purposes for which debt proceeds may be used.
- Identifying the types of debt that may be issued.
- Describing the relationship of the debt to, and integration with, the District's capital improvement program.
- Establishing goals related to the District's planning goals and objectives.
- Implementing internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use upon completion of the issuance.
- Reporting requirements for the California Debt and Investment Advisory Commission (CDIAC).
- Required disclosures prior to issuance of bonds.

II. Purposes for Which Debt Proceeds May be Used

Authority and Purposes of the Issuance of Debt - The laws of the State of California (the "State") authorize the District to incur debt to make lease payments, contract debt, borrow money, and issue bonds for district improvement projects. The District is authorized to contract debt to acquire, construct, reconstruct, rehabilitate, replace, improve, extend, enlarge, and equip such projects; to refund existing debt; or to provide for operational cash flow needs.

III. Types of Debt Authorized to be Issued

A. Short-Term

The District may deem it necessary to finance cash flow requirements under certain conditions. Such cash flow borrowing must be payable from taxes, income, revenue, cash receipts and other moneys attributable to the fiscal year in which the debt is issued.

General operating costs include, but are not limited to, those items normally funded in the District's annual operating budget.

The Chancellor, who may delegate to the Vice Chancellor, Business and Financial Services, will review potential financing methods to determine which is most prudent for the District. Potential financing sources include tax and revenue anticipation notes (TRAN), temporary borrowing from the Riverside County and office of the Treasurer - Tax Collector, and internal temporary interfund borrowing.

a. Operations - The District may issue fixed-rate and/or variable rate short-term debt, which may include TRANs, when such instruments allow the District to meet its cash flow requirements.

b. Facilities - The District may also issue bond anticipation notes ("BANs") to provide interim financing for bond projects that will ultimately be paid from general obligation bond (GO Bonds).

B. Long-Term

Debt issues may be used to finance essential capital facilities projects and certain equipment where it is appropriate to spread the cost of the project over more than one budget year. Long-term debt shall not be used to fund District operations.

Long term debt in the form of GO Bonds may be issued under Article XIII A of the State Constitution, either under Proposition 46, which requires approval by at least a two-thirds (66.67%) majority of voters, or Proposition 39, which requires approval by at least 55% of voters, subject to certain accountability requirements and restrictions.

The District may also enter into long-term leases and/or Certificates of Participation (COPs) for public facilities, property, and equipment.

C. Lease Financing

Lease-purchase obligations may be used as a means of financing capital equipment and certain capital facilities.

D. Use of General Obligation Bonds

Significant capital facility projects are anticipated to be funded by GO Bond proceeds, along with State Construction Act funding whenever possible. Projects financed by GO Bonds will conform to the constraints of applicable law and voter approved ballot measures.

IV. Relationship of Debt to and Integration with District's Capital Improvement Program

Impact on Operating Budget and District Debt Burden

In evaluating financing options for capital facility projects, both short and long-term debt amortization will be evaluated when considering a debt issuance, along with the potential impact of debt service, and additional costs associated with new projects on the operating budget of the District. The cost of debt issued for major capital repairs or replacements will be evaluated against the potential cost of delaying such repairs.

Capital Improvement Program

District and College facilities staff have responsibility for the planning and management of capital improvement programs, subject to review and approval by the Board of Trustees. Facilities Master Plans will be supplemented and revised as appropriate to reflect current needs associated with real estate and facilities in keeping with the District's current needs for acquisition, development and/or improvement. Such plans shall include a summary of the estimated cost of each project, schedule timelines for the projects, the expected quarterly cash requirements, and annual appropriations, in order for the projects to be completed.

Considerations for Refunding:

a. Best Interest - Whenever deemed to be in the best interest of the District, and the property taxpayers residing within the District, the District shall consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility.

b. Net Present Value Analysis - The Vice Chancellor of Business and Financial Services shall review a net present value analysis of any proposed refunding to make a determination regarding the cost-effectiveness of the proposed refunding, using a minimum dollar amount and/or percentage savings as a benchmark.

c. Maximize Expected Net Savings - The timing of any refunding shall be designed to maximize net savings over the life of the bonds.

d. Compliance with Existing Legal Requirements - Any existing debt refunding shall comply with all applicable State and Federal laws governing such issuance.

V. Goals Related to District's Planning Goals and Objectives

A. The District shall pursue the following goals:

a. Strive to fund major capital improvements from State allocated construction funds and voter-approved GO Bond issues to preserve the availability of the District’s General Fund for operating purposes and other purposes that cannot be funded by such bond issues.

b. Endeavor to attain the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements.

c. Take all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues.

d. Remain mindful of its statutory debt limit and commitment made to the voters in relation to assessed value growth within the district and the tax burden needed to meet long-term capital requirements.

e. Consider market conditions and District cash flows when timing the issuance of debt.

f. Determine the amortization (maturity) schedule which will fit best within the overall debt structure of the District at the time the new debt is issued.

g. Be mindful of matching the term of the issue to the useful lives of assets funded by that issue whenever practicable and economical, while considering repair and replacement costs of those assets to be incurred in future.

h. Assess financial alternatives so as to minimize the encroachment on the District's General Fund.

i. Consider its ability to expend the funds obtained in a timely, efficient and economical manner.

VI. Internal Control Procedures for Issuance of Debt to Ensure Intended Use of Proceeds

A. Structure of Debt Issues

a. Maturity of Debt - The duration of a debt issue shall be consistent, to the extent possible, with the economic or useful life of the improvement or asset that the debt issue is financing. Accordingly, the District will strive to ensure that in the aggregate, the average life of the financing shall not exceed 120% of the average life of the assets being financed. In addition, the District shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

b. Debt Structure

i. GO Bonds

– New Money Bond Issuances - For new money bond issuances, the District shall size the bond issuance consistent with the "spend-down" requirements of the Internal Revenue Code and within any limits approved by the District's voters. To the extent possible, the District will also consider credit issues, market factors (e.g. bank qualification) and tax law when sizing the District's bond issuance.

– Refunding Bond Issuances - The sizing of refunding bonds will be determined by the amount of money that will be required to cover the principal of, accrued interest (if any) on, and redemption premium for the bonds to be defeased on the call date and to cover appropriate financing costs.

– Maximum Maturity - All bonds issued by the District shall mature within the limits set forth in applicable provisions of the Education Code or the Government Code. The final maturity of bonds will also be limited to the average useful life of the assets financed or as otherwise required by tax law.

c. Lease-Purchase Obligations - The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed.

B. Debt Service Structure

The District shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, provide flexibility, and, as practical, to recapture or maximize its debt capacity for future use.

C. Use of Proceeds

The District shall be vigilant in using bond proceeds in accordance with the stated purposes for which such debt was incurred. In connection with the issuance of all GO Bonds:

a. As required by Government Code Section 53410, the District shall only use GO Bond proceeds for the purposes approved by the District's voters; and

b. The Vice Chancellor of Business and Financial Services shall have the responsibility of periodically providing to the District's Board of Trustees a written report which shall contain at least the following information:

   i. The amount of the debt proceeds received and expended during the applicable reporting period; and

   ii. The status of the acquisition, construction or financing of the district facility projects, as identified in any applicable bond measure, with the proceeds of the debt.

These reports may be combined with other periodic reports which include the same information, including but not limited to, periodic reports made to the California Debt and Investment Advisory Commission continuing disclosure reports, annual audit reports or other reports made in connection with the debt. These requirements shall apply only until the earliest of the following: (i) all the debt is redeemed or defeased, but if the debt is refunded, such provisions shall apply until all such refunding bonds are redeemed or defeased, or (ii) all proceeds of the debt, or any investment earnings thereon, are fully expended.

c. The District shall post on the District website the Annual Report of the District's Independent Bond Oversight Committee which has been given the responsibility to review the expenditure of GO Bond proceeds to assure the community that all GO Bond funds have been used for the construction, renovation, repair, furnishing and equipping of district facilities, and not used for teacher or administrator salaries or other operating expenses.

d. The District shall hire an independent auditor to perform an annual independent financial and performance audit of the expenditure of GO Bond proceeds, and to post such audits on the District website.

VII. Reporting Requirements to the California Debt and Investment Advisory Commission

No later than 30 days prior to the sale of any debt issue, the District shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission. The report of the proposed debt issuance shall include a certification by the District that it has adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies.

No later than 21 days after the sale of the debt, the District shall submit a report of final sale to the CDIAC. A copy of the final official statement for the issue shall accompany the report of final sale. If there is no official statement, the District shall provide each of the following documents, if they exist, along with the report of final sale:

- Indenture
- Installment sales agreement
- Loan agreement
- Promissory note
- Bond purchase contract
- Resolution authorizing the issue
- Bond specimen
- Other disclosure document

The District shall submit an annual report for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017. The annual report shall cover a reporting period from July 1 to June 30, inclusive, and shall be submitted no later than seven months after the end of the reporting period. The annual report shall consist of the following information:

A. Debt authorized during the reporting period, which shall include the following: (1) Debt authorized at the beginning of the reporting period; (2) Debt authorized and issued during the reporting period; (3) Debt authorized but not issued at the end of the reporting period; and (4) Debt authority that has lapsed during the reporting period.

B. Debt outstanding during the reporting period, which shall include the following: (1) Principal balance at the beginning of the reporting period; (2) Principal paid during the reporting period; and (3) Principal outstanding at the end of the reporting period.

C. The use of proceeds of issued debt during the reporting period, which shall include the following: (1) Debt proceeds available at the beginning of the reporting period; (2) Proceeds spent during the reporting period and the purposes for which is was spent; and (3) Debt proceeds remaining at the end of the reporting period.

VIII. Required Disclosures Prior to Issuance of Bonds

The District as a public entity authorized to issue bonds, is required to obtain and disclose the following in a meeting open to the public prior to approving the issuance of bonds with a term greater than thirteen (13) months:

A. True Interest Cost:

   a. The rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds.

B. Finance Charge:

   a. The sum of all fees and charges paid to third parties.

C. Accounting for the Proceeds of the Bonds:

   a. The amount of proceeds received by the District for the sale of the bonds, less the Finance Charge of the bonds described in (B) above, and any reserves or capitalized interest paid or funded with proceeds of the bonds.

D. Total Payment Amount:

   a. The sum total of all payments the borrower will make to pay debt service on the bonds, plus the Finance Charge of the bonds described in (B) above, not paid with proceeds of the bonds. The Total Payment Amount shall be calculated to the final maturity of the bonds.

Office of Primary Responsibility*:* ***Vice Chancellor, Business & Financial Services***

Administrative Approval:

Agenda Item (IV-B-1)

Meeting	5/1/2018 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-1)
Subject	Guided Pathways Update
College/District	District
Information Only	

Background Narrative:

Presented for the Board's review is an update on the guided pathways framework and activities underway at Moreno Valley College, Norco College and Riverside City College. Faculty and administrative leads for each college will present a review of the guided pathways framework and its relationships with completion, equity, and economic mobility along with an update on activities completed, in progress, and planned for the future.

Prepared By: Robin Steinback, President, Moreno Valley College
Bryan Reece, President Norco College
Irving Hendrick, Interim President, Riverside City College
Carlos Lopez, Interim Vice President, Academic Affairs
Monica Green, Vice President, Student Services (NC)
Susan Mills, Vice President, Planning & Development (Riverside)

Attachments:

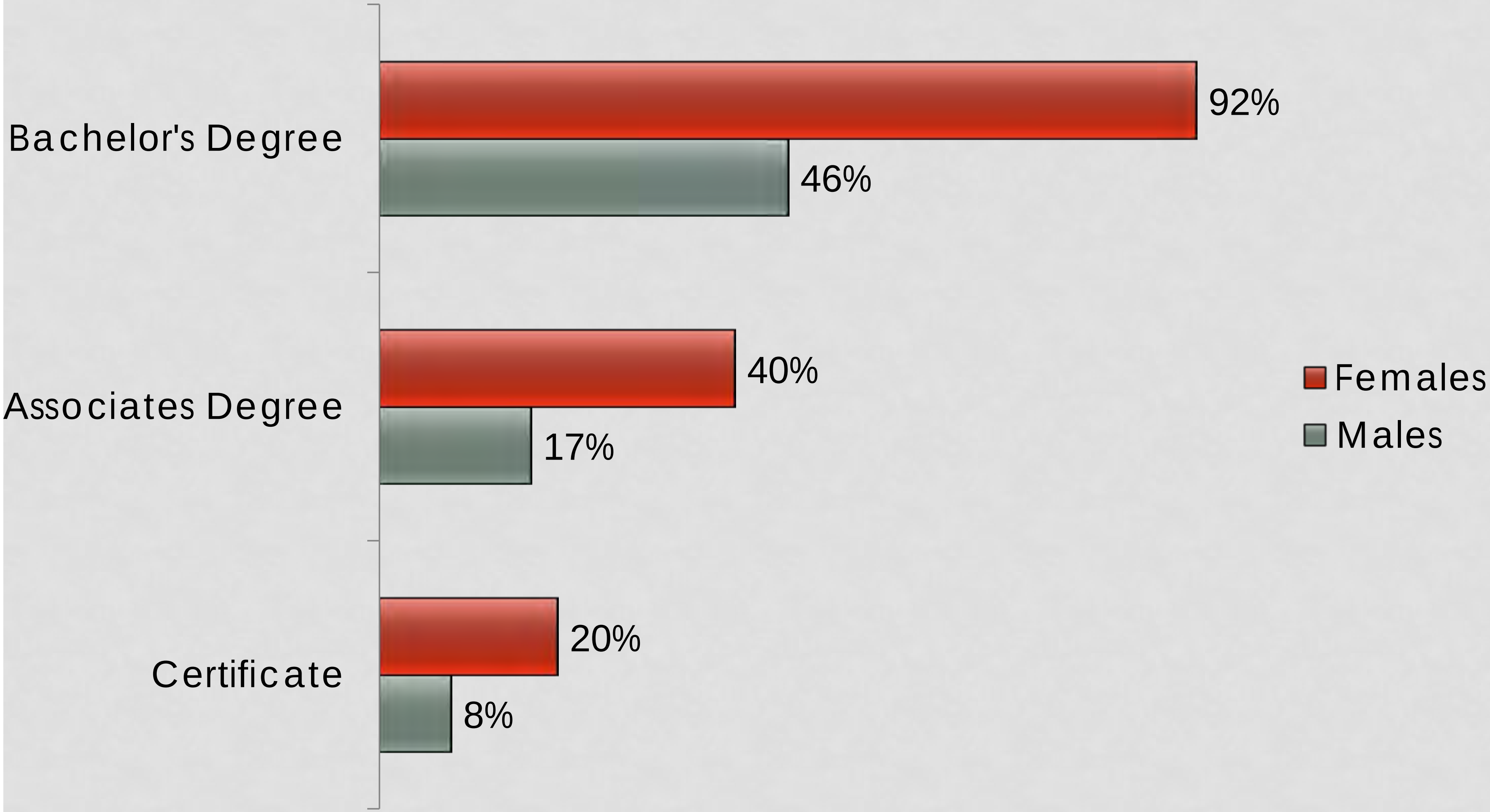
Guided Pathways_Completion, Equity and Economic Mobility

GUIDED PATHWAYS: COMPLETION, EQUITY, AND ECONOMIC MOBILITY

Kathleen Sell, Melissa Bader,
Carlos Lopez, Monica Green, Susan Mills

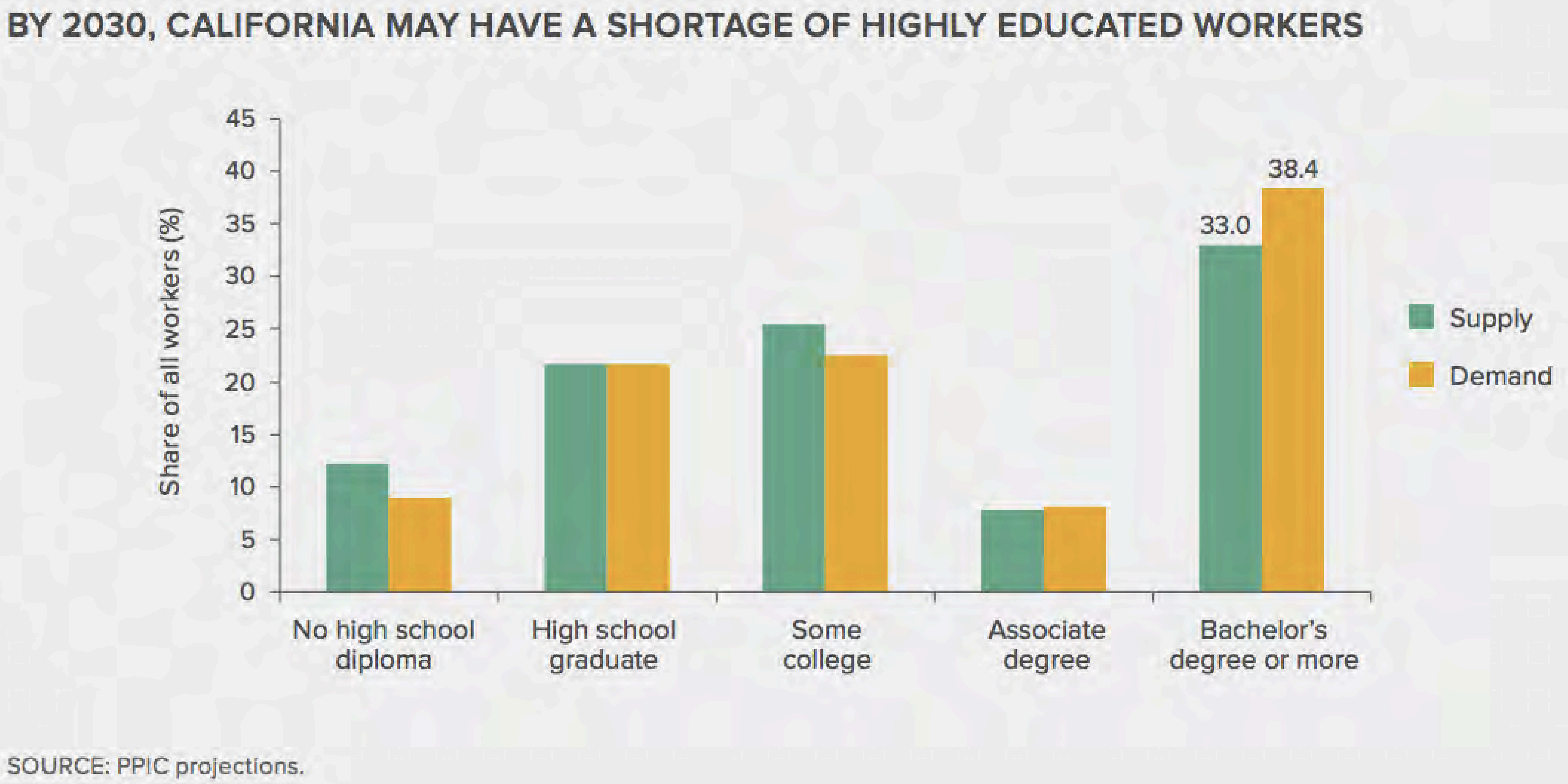
May 1, 2018 RCCD Board of Trustees Teaching and Learning Committee

Lifetime Earnings Gains by Degree Type (compared to HS only)



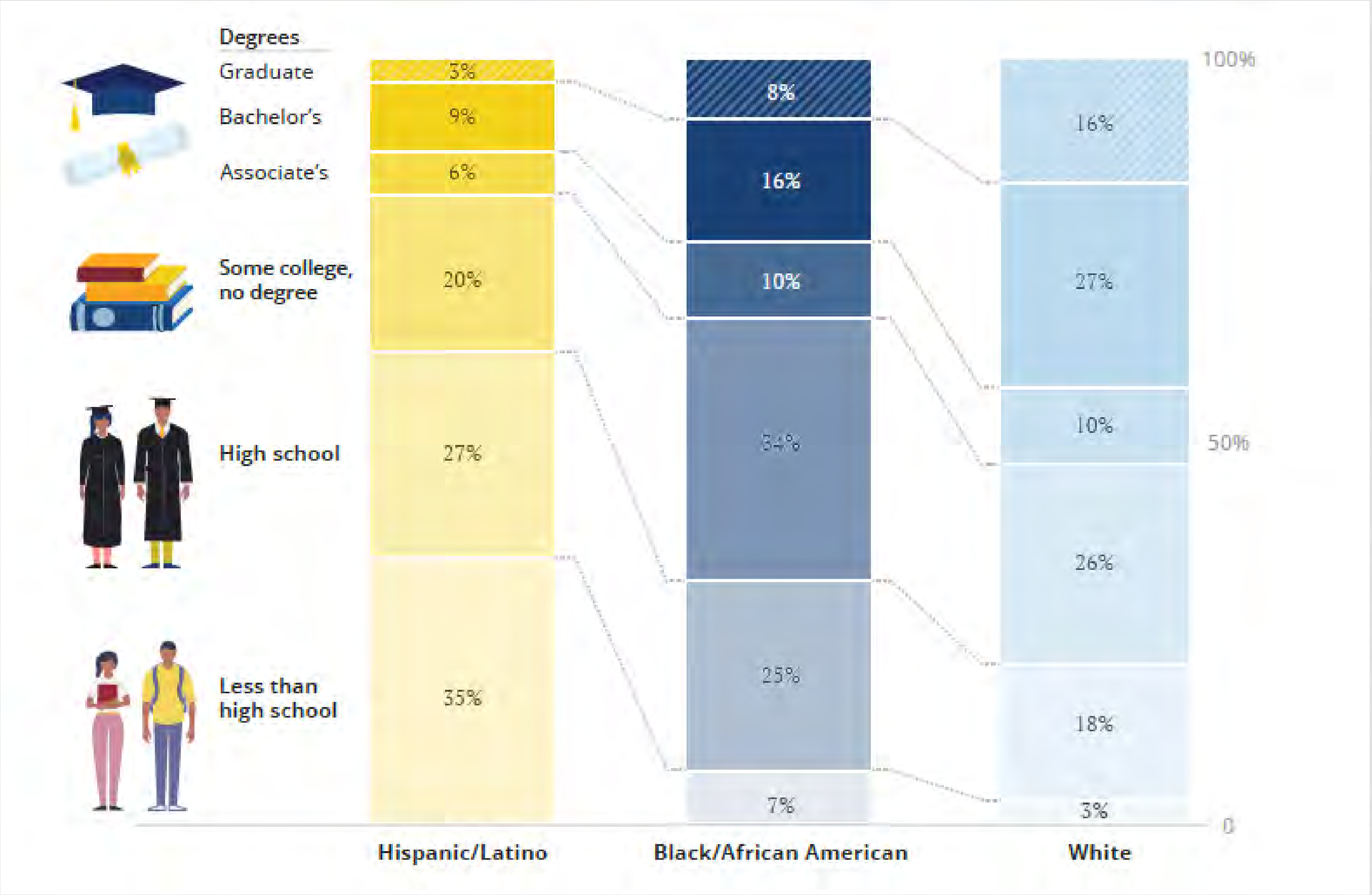
Source: NELS Data, Marcotte, Bailey, Borkoski, & Kienzl, 2005, p. 164-165, 170-171.

PROJECTED SHORTAGE OF COLLEGES WORKERS IN CA



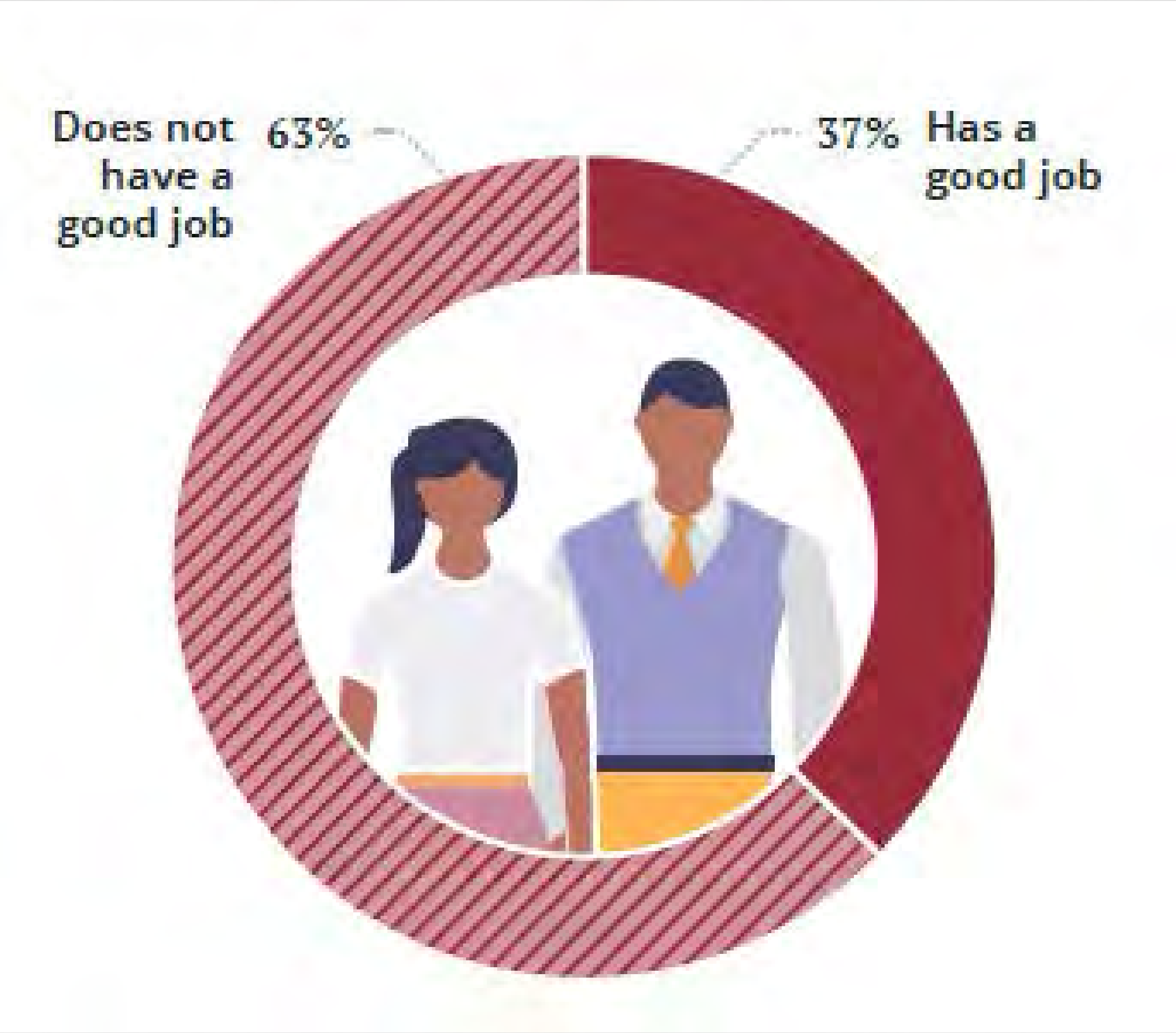
Jackson, J., & Johnson, H. (2018). California's Future: Higher Education. San Francisco, CA: Public Policy Institute of California

Educational Attainment by Race/Ethnicity in California



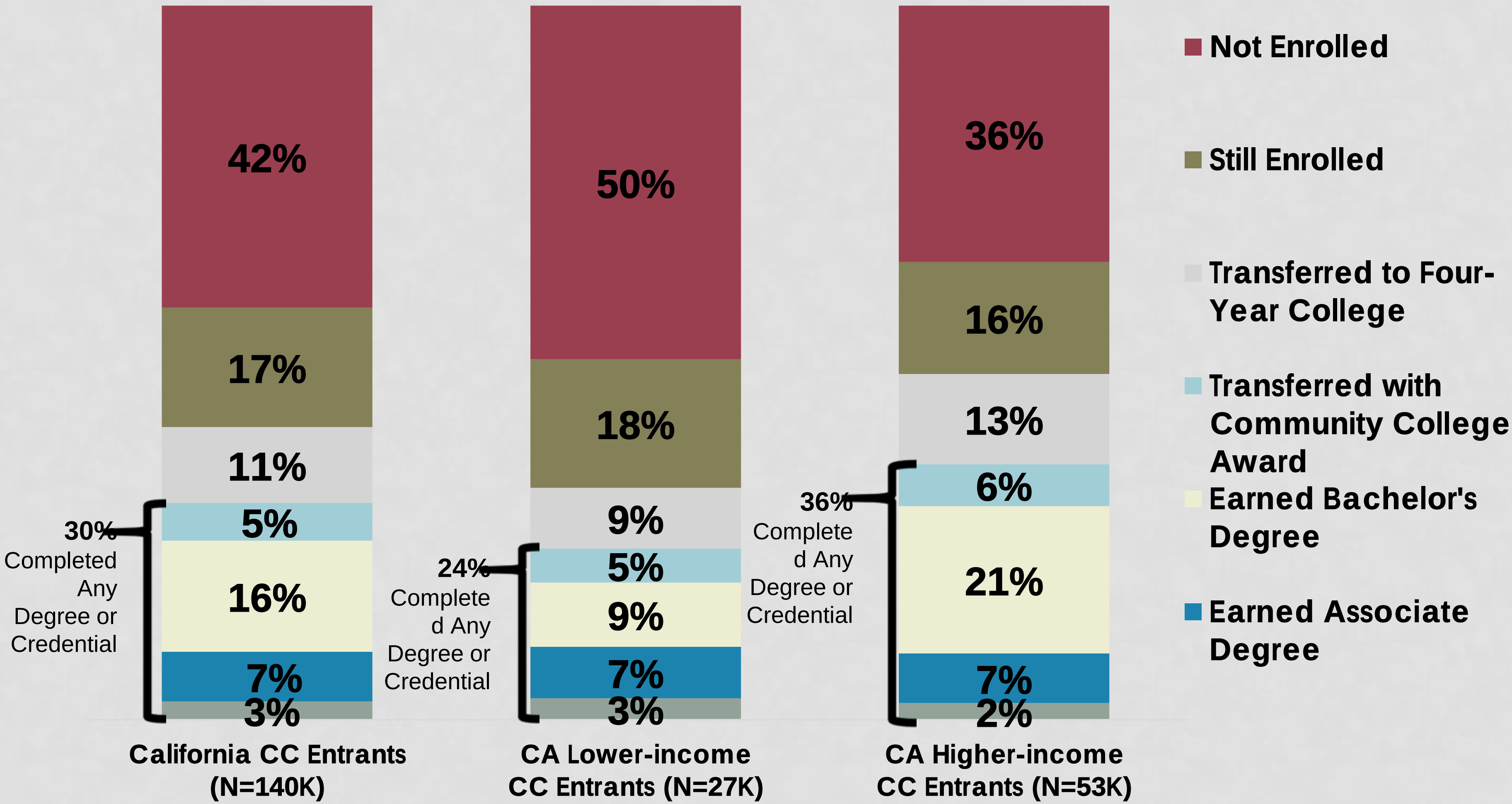
Source: Georgetown University Center on Education and the Workforce analysis of pooled ACS data (2011-15).

Share of Latino Workers without a Bachelor's Degree with a good job



Source: Georgetown University Center on Education and the Workforce analysis of pooled ACS data (2011-15).

CALIFORNIA: HIGHEST OUTCOMES IN SIX YEARS BY INCOME AMONG FTEIC DEGREE-SEEKING COMMUNITY COLLEGE STUDENTS (EXCLUDING DUAL ENROLLMENT STUDENTS)



Source: CCRC analysis of NSC data on the fall 2010 FTEIC, degree-seeking community college cohort.

PROBLEM WITH THE STRUCTURE OF COMMUNITY COLLEGES

- Reforms too small or narrowly focused
  - Reforms not scaled
  - Reforms limited to one segment of student experience

- Colleges built to promote enrollment—Self Service or Cafeteria Model

CAFETERIA COLLEGE

Paths to career goals unclear

\+

Intake sorts, diverts students

\+

Students' progress not monitored

\+

Learning outcomes not defined and assessed across programs

=

↑ *Churning*

↑ *Early transfer*

↓ *Completion*

↑ *Excess credits*

↑ *Time to degree*

↓ *Skill building*

GUIDED PATHWAYS AND THE VISION FOR SUCCESS

The Guided Pathways model

- **Embodies equity**
- **Is not just another initiative**
- **Is a comprehensive approach to combating poverty**
- **Is a means to realize social and economic justice**
- **Starts with careers and works backwards**
- **Increases transfer**
- **Increases living wages**

But how, why is Guided Pathways different?

WHY DOES THE GUIDED PATHWAYS FRAMEWORK WORK?

- **Provides all students with clear course taking patterns**
- **Promotes better enrollment decisions**
- **Prepares students for future success**
- **Integrates comprehensive student support services**
- **Ensures students are learning**

PATHWAYS IS ABOUT EQUITY

By intentionally changing students' trajectory, we contribute to

- Providing value – taking the students in your classroom and giving them economic and social mobility

So, RCCD needs to refocus on

- ***Making the colleges ready for students versus the students ready for college***
- **Rethinking how to help students succeed in Gateway Courses**
- ***Intentionally designing an experience that will help our students succeed***
- ***Partnering with 4-year institutions to ensure this design works for students beyond RCCD***

SO WHAT ARE THE BARRIERS WE HAVE TO ADDRESS TO MAKE THIS WORK?

TRANSFER PATHS UNCLEAR

WEBSITE EXERCISE

Imagine you are a student about to register for classes at your community college.

You want to study biosciences and transfer to a local four-year university. Go to **YOUR COLLEGE'S** website, and find the information that you need to select your courses and transfer successfully. Try to figure out what courses you will need to in order to transfer and enter a biosciences program at the four-year institution.

Think about the following questions AS THE STUDENT:

Getting Off on the Right Start: What biosciences programs are available at nearby universities? What career options are available to you after you transfer and complete the degree? What do salaries look like for these career options? Is this information available to you on either website?

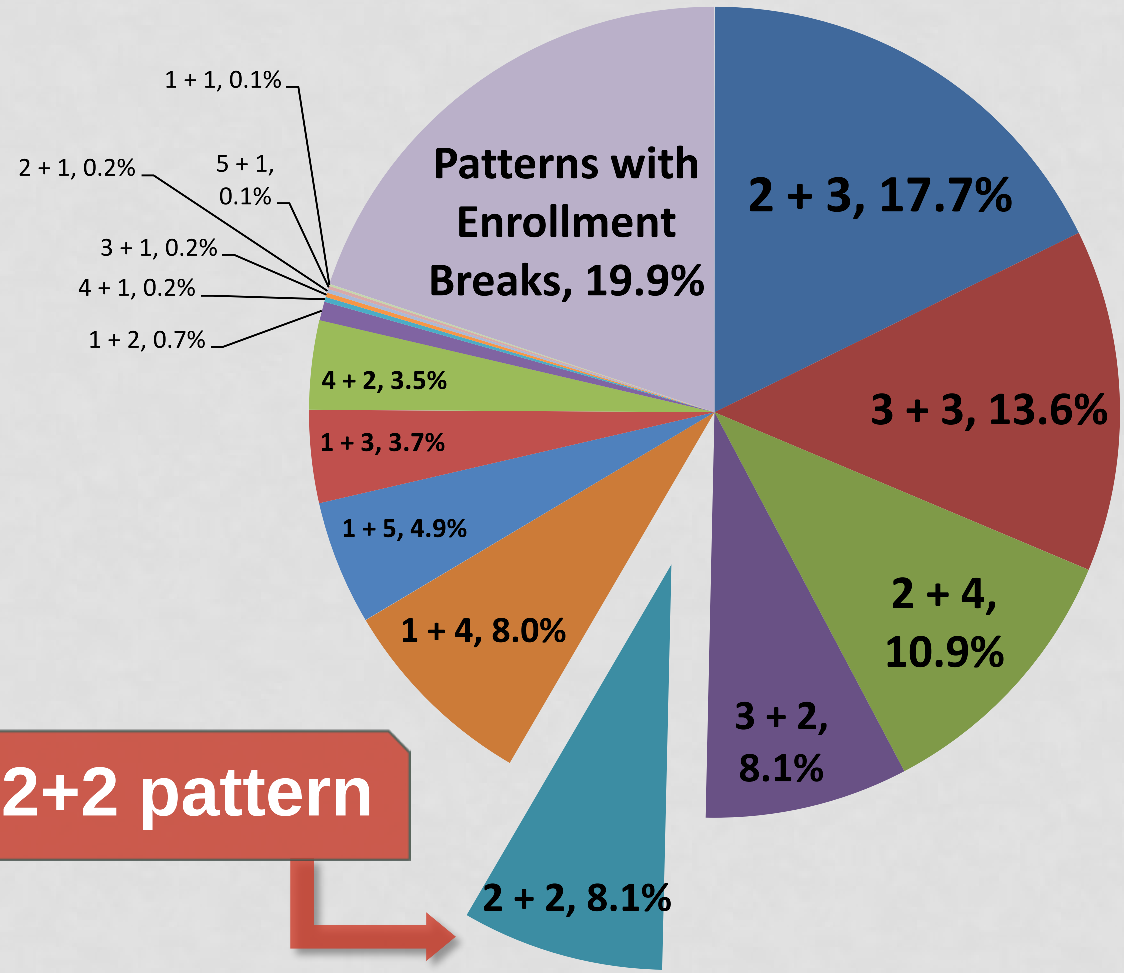
Planning for Program Requirements: What are the requirements for admission to the university's biosciences programs? What classes will the student need to take at **YOUR COLLEGE** if you want to transfer into a bioscience program at the university? How easy or difficult was it to find this information? How many clicks did it take?

Locating In-Person Help: Who would you need to go at **YOUR COLLEGE** to get information on transfer in bioscience? Where would you go to on your campus to find that person? How easy or difficult was it to find this information on your website?

AND THESE PATHS NEED TO BE CLEAR FOR PART-TIME AS WELL AS FULL-TIME STUDENTS

ENROLLMENT PATTERNS AMONG ~100K BACHELOR'S DEGREE COMPLETERS FROM THE FALL 2007 ENTERING CC COHORT

years at CC
+
years at 4yr



Few graduates follow 2+2 pattern

WHAT ABOUT PART-TIME STUDENTS?

So we know many of our students are part-time--let's start asking why:

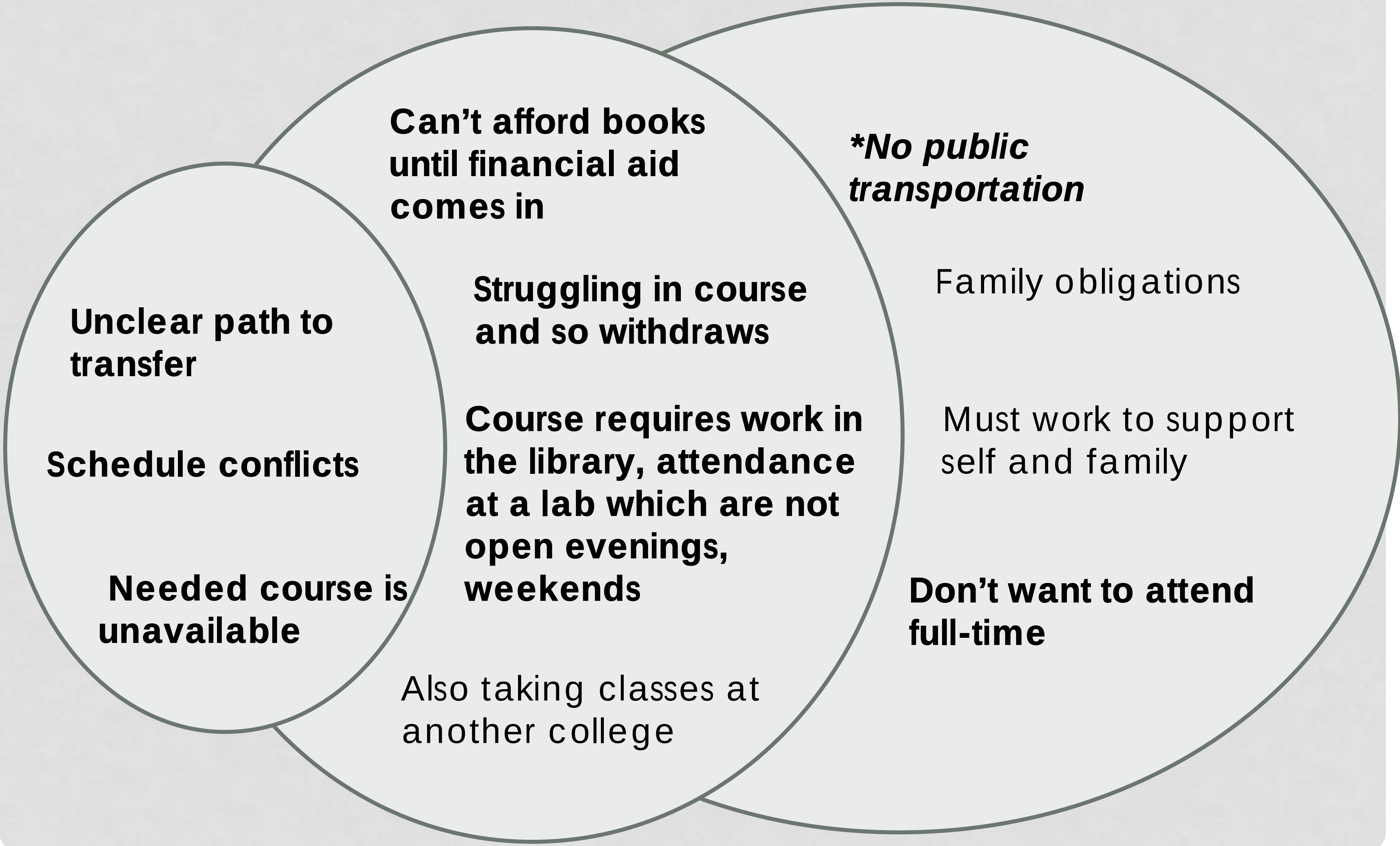
***One answer we often give is that they are working too much to support their families**

But is this the whole story?

CCSSE Spring 2015 Responses

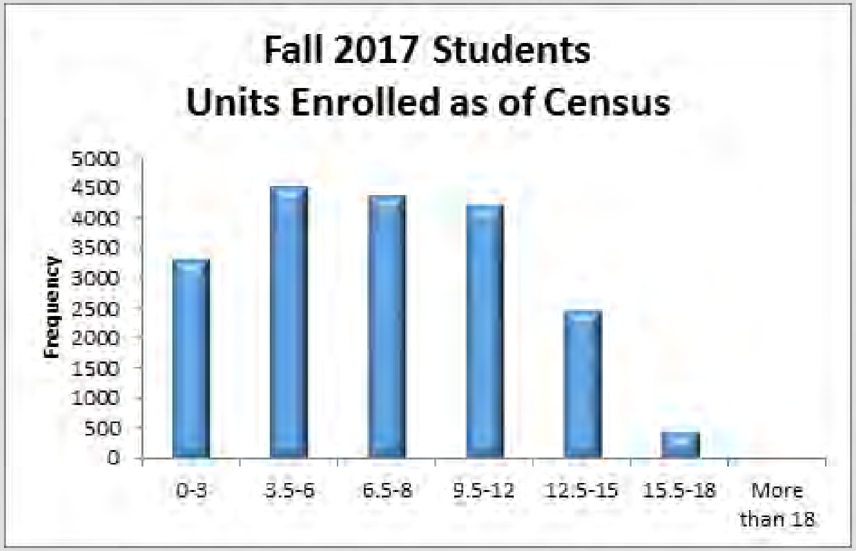
About how many hours per week do you spend working for pay?	#	%
None	335	33.2%
1-5 hours	59	5.8%
6-10 hours	65	6.4%
11-20 hours	174	17.2%
21-30 hours	175	17.3%
More than 30 hours	164	16.3%
No response	37	3.7%
Total	**1009**	**100.0%**

Which of these barriers could RCCD potentially help address?



WHAT ABOUT PART-TIME STUDENTS?

There are many reasons so many of our students are part-time and some of them are because we have created institutional barriers and/ or haven't fully articulated the benefits of being full-time to those who are able to be.



We need to beware of the single story.

https://www.ted.com/talks/chimamanda_adichie_the_danger_of_a_single_story

What could we do to help more of these students become full-time students? What are the barriers?

AT THE GATE, NEAR THE GATE

WHY DON'T THEY TRANSFER?

THROUGH THE GATE STUDY

- Sample of 875,630 students well-advanced along the transfer continuum
- 583,000 students were transfer achievers who made it through the gate by transferring to any university with or without a degree
- **136,000** students were "at the gate," who achieved an AD-T or completed all transfer requirements yet have not transferred
- **157,000** students were "near the gate," who earned at least 60 transferrable units with a 2.0 GPA but were missing transferable English and/or math and have not yet transferred

THROUGH THE GATE QUICK FACTS

- 92% of students near the gate still need to complete transfer-level math
- More than half of students who are stuck at the gate and exit the CCC system leave without a college credential
- Transfer achievers overwhelmingly transfer without a degree or certificate

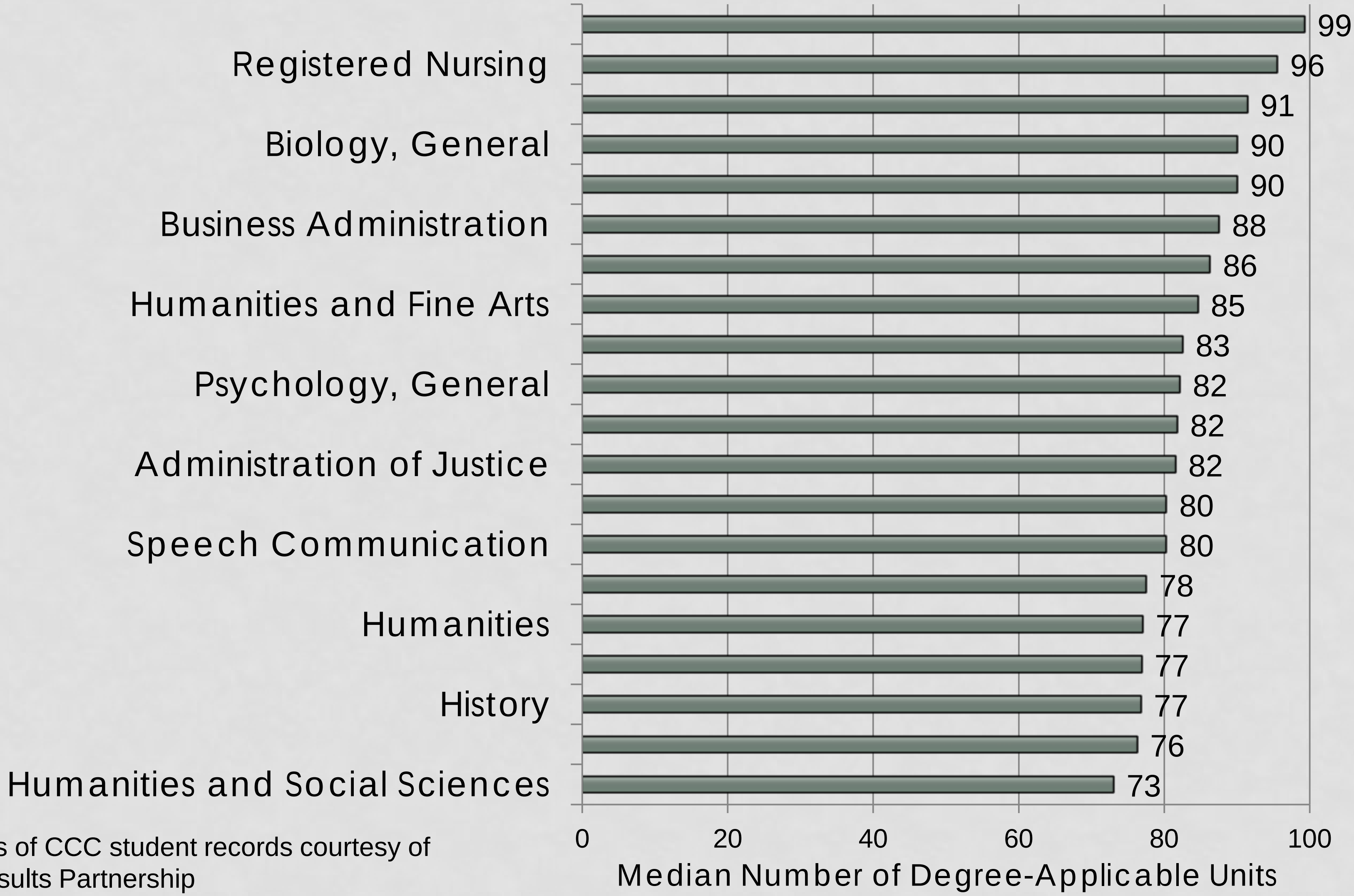
The number of students completing an AD-T is on the rise but region, CSU proximity, and major can all impact transfer success for AD-T learners

ROLES OF GENDER, RACE/ETHNICITY, AND REGION

- 75% of African Americans who completed transfer requirements made it though the gate, but most African-American students never made it this far on the transfer continuum
- Students in the Inland Empire were least likely to make it through the gate compared to other regions
- Latino males and Native American females were least likely to transfer compared to other groups

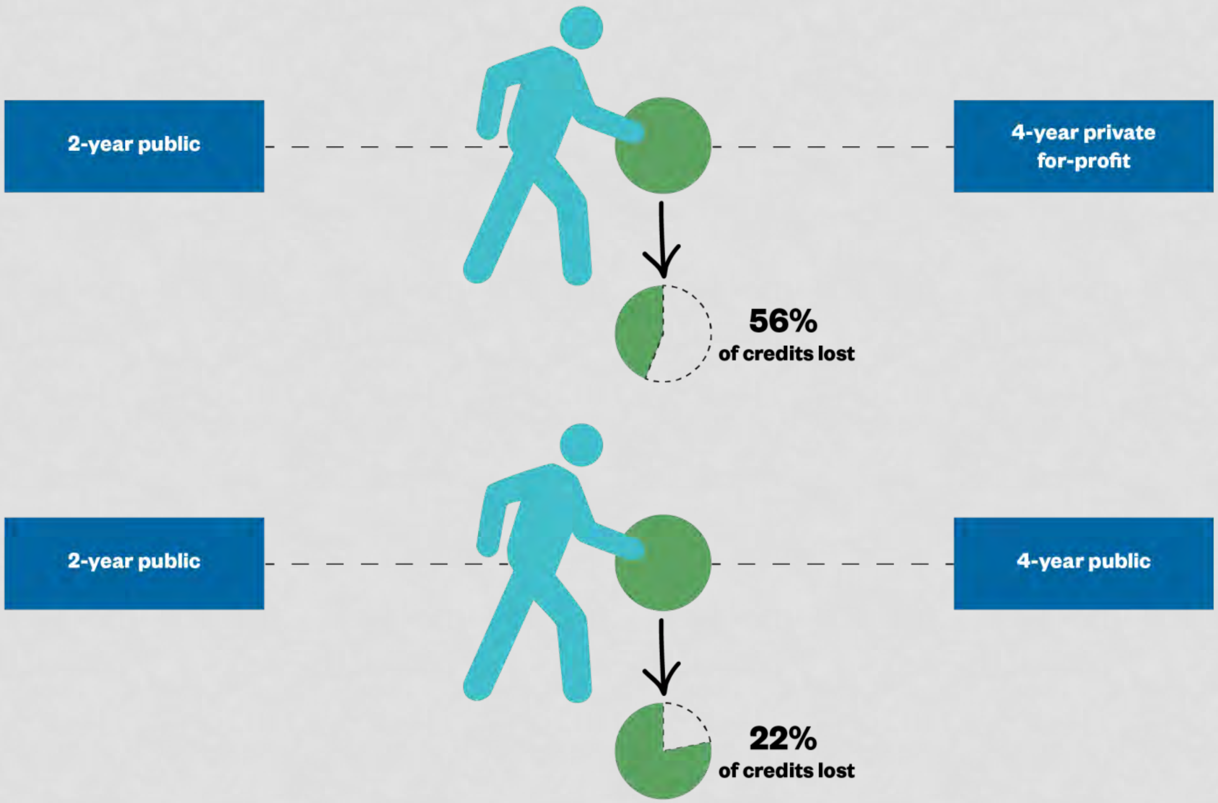
EXCESS UNITS AND CREDIT LOSS

MEDIAN CREDITS EARNED BY ASSOCIATE DEGREE COMPLETERS
20 CCC PROGRAMS WITH THE MOST COMPLETERS IN 2015-16



Data. Analysis of CCC student records courtesy of Education Results Partnership

ESTIMATED PERCENTAGE OF CREDITS LOST IN TRANSFER, ON AVERAGE, BY TRANSFER PATH, ACADEMIC YEARS 2003-04 TO 2008-09



Source: GAO analysis of Department of Education transfer and tuition data | GAO-17-574

Just **58%** of students successfully transferred 90% of their credits.

And **15%** can't transfer any credits at all.

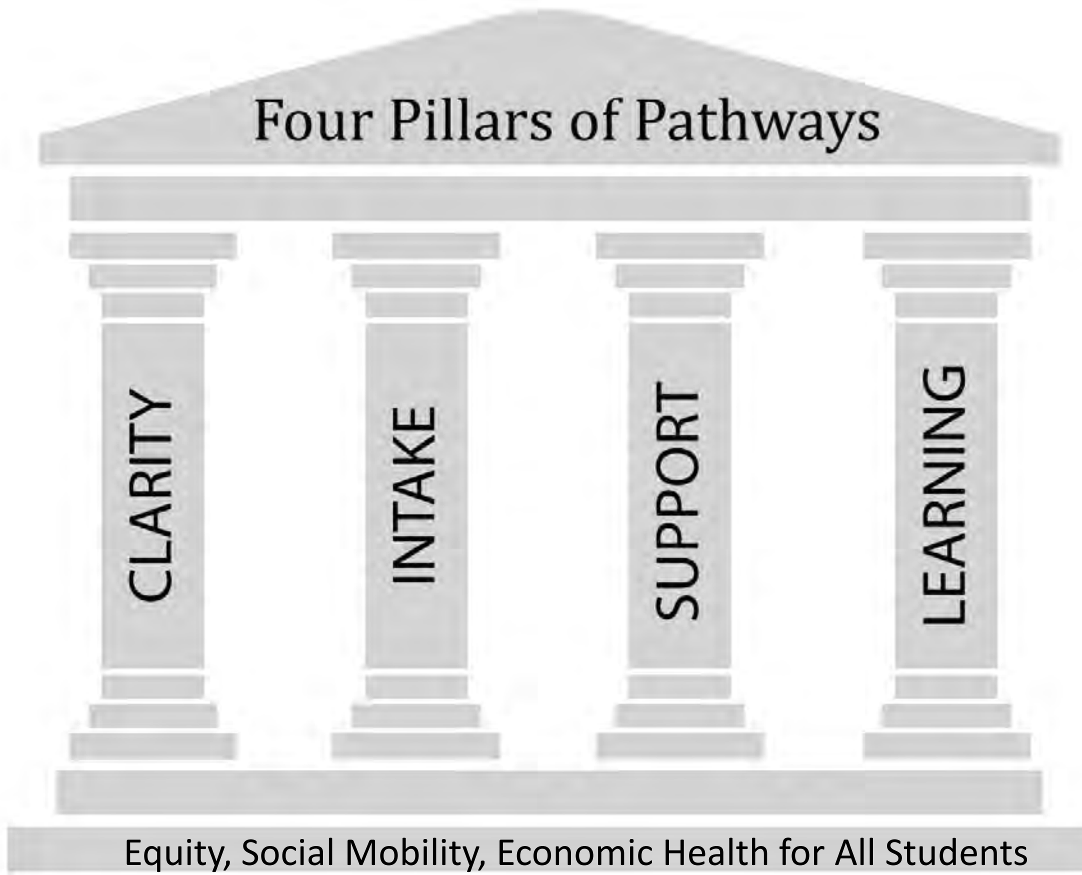
Students who can transfer 90% of their credits were **2.5x** more likely to get their bachelor's degree, compared to those who transfer half or less.

Source: BPS data, Monaghan & Attewell, 2015.

THE AIM OF OUR PLANNING:

INTENTIONALLY DESIGN AN EXPERIENCE THAT WILL HELP OUR STUDENTS SUCCEED.

GUIDED PATHWAYS IS THE FRAMEWORK TO HELP RCCD RETHINK OUR APPROACH TO HELPING STUDENTS SUCCEED.



California Guided Pathways

CLARIFYING THE PATH

- Identifying meta-majors
- Mapping programs "with the ends in mind"
- Building curriculum coherence
- Aligning course content and student learning outcomes
- Identifying milestones
- Defining default course sequences
- Implementing Student Online Planning Tool

California
Guided Pathways

HELPING STUDENTS CHOOSE & ENTER THE PATH

- Strengthening and clarifying student-facing information about jobs/careers/ transfer options
- Augmenting career exploration in high school (especially dual/concurrent enrollment) and earliest college experiences
- Redesigning advising to align with critical student choices and milestones

California
Guided Pathways

HELPING STUDENTS STAY ON THE PATH

- Ensuring continuous, intrusive advising within pathways, noting milestone achievement, ensuring timely academic alert and support, and required advising when students go off path

- Integrating discipline-appropriate academic supports into every pathway – and in fact into every syllabus

California
Guided Pathways

ENSURING THAT STUDENTS ARE LEARNING

- Intentionally designing applied/experiential learning experiences throughout each pathway

- Promoting discipline-appropriate strategies for active & collaborative learning (e.g., service learning, group projects)

- Aligning discipline-appropriate co-curricular learning

- Strengthening assessment and documentation of student learning outcomes accruing to the program level

- Revising Program Learning Outcomes to better include career competencies

California
Guided Pathways

ESSENTIAL CAPACITIES TO SUPPORT GUIDED PATHWAYS IMPLEMENTATION AT SCALE

- Leadership
- Communication
- Systematic, authentic, continuous engagement
- Strategically targeted professional development for faculty, staff, and administration
- Policy to support changes in structures, processes, resource allocation

California
Guided Pathways

CONCLUSION

- Guided Pathways is the planning framework for RCCD
- Guided Pathways requires a major shift in culture and mindset
- Full implementation will take time (e.g., Areas of Emphasis)
- Guided Pathways requires evaluating, monitoring, assessing, and continuously improving
- RCCD is establishing a Guided Pathways Task Force & leading region-wide Guided Pathways work

California
Guided Pathways

Agenda Item (IV-B-2)

Meeting	5/1/2018 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-2)
Subject	Proposed Curricular Changes
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

Background Narrative:

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

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

Proposed Curricular Changes

1. New Courses

Course		*Title*	*College*
CUL	46	Fundamentals of Baking and Pastry	R
CUL	47	Advanced Baking and Pastry	R
EDU	10	Introduction to Education Studies	R
FTV	77	Intermediate Lighting techniques for Film, TV and Video	R
MAT	23	Trigonometry & Precalculus	MR

2. Course Inclusions

Course	*Title*	*College*
ANT-16	Field Methods in Archaeology	M
ART-41A	Figure Painting - Introduction	N
CIS-8	Fundamentals: Information Systems Security Audting	M
MUS-19H	Honors Music Appreciation	M
MUS-37	Class Guitar	M
MUS-71	College Chorus	N
MUS-77	Guitar Ensemble	N
MUS-81	Consort Singers	N
PHO-67	Business Practices for Photographers	M

3. Major Course Modifications

Course		*Title*	*College*
CIS	61	Introduction to Database Theory (CSC)	MR
CSC	61	Introduction to Database Theory (CIS)	R
CUL	36	Introduction to Culinary Arts	R

CUL	37	Intermediate Culinary Arts	R
FTV	45A	Beginning Television News Production	R
GUI	48	College Success Strategies	MNR
PSY	33	Theories of Personality	MNR

4. Course Exclusions

Course	*Title*	*College*
ACC-61	Cost Accounting	N
ACC-66	Non-Profit and Governmental Accounting	N
CAT-65	Introduction to Microsoft PowerPoint	N
CAT-95A	Introduction to the Internet	N
CIS-14A	Web Programming: Java Script	N
CIS-1B	Advanced Concepts in Computer Information Systems	N
CIS-37	Beginning Level Design/Computer Games	N
CIS-38A	Simulation and Gaming/3D Modeling for Real-Time Interactive Simulations	N
CIS-38B	Simulation and Gaming/3D Animation for Real-Time Interactive Simulations	N
CIS-39	Current Techniques in Game Art	N
CIS-54B	Flash Scripting	N
CIS-56A	Designing Web Graphics	N
CIS-59	Typography and Graphic Design	N
CIS-65	Introduction to Microsoft PowerPoint	N
CIS-72A	Introduction to Web Page Creation	N
CIS-72B	Intermediate Web Page Creation Using Cascading Style Sheets (CSS)	N
CIS-76B	Intro to Dreamweaver	N

CIS-95A	Intro to the Internet	N
HET-80	Certified Nurse Assistant Theory and Practices	M
KIN-A77	Jogging for Fitness	N
KIN-A81	Physical Fitness	M
KIN-A90A	Weight Training - Beginning	N
KIN-A90B	Weight Training - Intermediate	N
MAG-54	Employee Labor Relations	N
MAT-90A	Special Topics in Arithmetic: Whole Numbers and Introduction to Fractions	M
MAT-90B	Special Topics in Arithmetic: Fractions and Intro to Decimals	M
MAT-90C	Special Topics in Arithmetic: Decimals	M
MAT-90D	Special Topics: Rational Numbers and Intro to Variables	M
MAT-90E	Special Topics in Pre-Algebra: Real Numbers and an Introduction to Algebra	M
MAT-90F	Special Topics in Pre-Algebra: Algebraic Expressions and Equations	M
MAT-4	Finite Mathematics	N
MUC-1A	Beginning Performance Techniques for Studio Recording	N
MUC-1B	Intermediate Performance Techniques for Studio Recording	N
MUC-1C	Advanced Performance Techniques for Studio Recording	N
MUC-1D	Master Performance Techniques for Studio Recording	N
MUC-3	Intro to Pro Tools: MIDI and Audio Production	N
THE-9	Dramatic Literature – Script Analysis	N

5. Course Deletions

Course	*Title*	*College*
FIT-14	Wildland Fire Control	M

HET-82	Phlebotomy Technician	M

6. Course Certificates/Degrees to Be Proposed for State Approval

Title	*College*
Education, Human Development & Special Needs (program requirements attached)	R

7. New Programs Proposed for Local Approval

Title		*College*
Certificate	General Business	R
Certificate	Gig Economy	R
Certificate	Management	R
Certificate	Marketing	R
Certificate	Information Security	R

8. New Disciplines and Discipline Inclusions

Discipline	*Title*	*College*
AHS	Art History	R
ENT	Engineering Technology	N
ENP	Entrepreneurship	N
WEL	Welding	N

PROGRAM OUTLINE OF RECORD
NEW DEGREE

Associate of Arts Degree in Education, Human Development & Special Needs College: R

SHORT DESCRIPTION OF PROGRAM

The Associate of Arts in Education, Human Development and Special Needs offers lower division coursework that provides an introduction to issues, policies, and practices of education, with an emphasis on special education. Students will build a foundation appropriate for entry into advanced study in education, including educational research, educational advocacy, public policy, and/or teacher preparation. The students also have the opportunity to participate in supervised fieldwork in K-8 settings.

This degree is designed to facilitate students transferring to the University of California, Riverside with an Associate Degree in Education, Human Development & Special Needs. With this degree, the student will be prepared to enter into the Education, Society and Human Development BA program. In this program, students are able to follow a general plan; specialize in Community Leadership, Policy, and Social Justice; or develop their own custom program of study.

PROGRAM LEARNING OUTCOMES

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

- Demonstrate an understanding of historical influences, current trends, theories, and educational issues in a global context.
- Demonstrate knowledge of professional standards, ethics, and professionalism in classrooms and school visits and implement established observation and visitation protocols within schools.
- Identify laws and regulations pertaining to and protecting children with disabilities and other special needs in education and community settings.
- Describe the process of accessing community agencies, referral systems and procedures for specialized support, specialized documents, resources and placement options.

Required Courses		**Units**
EDU-10	Introduction to Education Studies	3
EAR-40	Introduction to Children with Special Needs	3
EAR-43	Children with Challenging Behaviors	3
EAR-47	Childhood Stress and Trauma	3
EDU-1	Introduction to Elementary Classroom Teaching	4
EAR-20	Child Growth and Development	3
ENG-1A/1AH	English Composition	4
ENG-1B/1BH	Critical Thinking and Writing	4
MUS 89/89H	Music of Multicultural America	3
HUM 16	Arts and Ideas: American Culture	3
SOC 10	Race and Ethnic Relations	3
POL 1/1H	American Politics	3
GEG 1/1H	Physical Geography	3
BIO 1/1H	General Biology	4
HES 1	Health Science	3
COM 1	Public Speaking	3
Choose one of the following:		
MAT 12/12H	Statistics	4
PSY/SOC 48	Statistics for the Behavioral Sciences	3
or		
MAT 26	Math for Elementary School Teachers	3
Choose one of the following:		
HIS 1*	History of World Civilizations I	3
or		

04/16/18 Cabinet
05/01/18 Committee
05/15/18 Board of Trustees

HIS 2/2H*	History of World Civilizations II	3
		58/59
UC/CSU Elective Course		1-3 units
(*Must have 60 transferable units for transfer)*		

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

1. Certificates/Degrees to Be Proposed for State Approval

Title	*College*
Information Assurance Auditing (Certificate) (see attached)	M

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROGRAM OUTLINE OF RECORD

College R__M✓N__
TOP's Code: 0707.30

Certificate in Information Assurance Auditing

PROGRAM PREREQUISITE:
None

SHORT DESCRIPTION OF PROGRAM:
The Information Assurance Auditing Certificate Program will provide students with proficiency in the areas of computer operating systems, system analysis and design, practical computer security, information systems auditing standards and entrepreneurship.

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

1) Conduct consultations to determine the scope of the targeted security audit
2) Analyze and evaluate current polices to ensure that the customer is in compliance with State and Federal agencies
3) Conduct asset inventory, software licensing and risk assessment
4) Develop a report of findings and present this findings to the customer

The certificate program requires the completion of 6 core classes, for a total of 18 units.

Required Courses	Units
CIS 2 Systems Analysis and Design	3
CIS 4 Practical Computer Security	3
CIS 21 Introductions to Operating Systems	3
BUS 30 Entrepreneurship	3
CIS 8 Information Systems Auditing	3
CIS 22 Systems Auditing	3
Total Units:	18

04/23/18 Cabinet
05/01/18 Committee
05/15/18 Board of Trustees

Agenda Item (IV-D-1)

Meeting	5/1/2018 - Committee
Agenda Item	Committee - Resources (IV-D-1)
Subject	Selection of PepsiCo to Provide District-Wide Beverage Services
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees authorize the selection of PepsiCo to provide district-wide beverage services.

Background Narrative:

Staff engaged in a Request for Proposal (RFP) process for the purpose of selecting a provider of district-wide beverage services. RFP's were provided to two (2) vendors and an advertisement was published on January 30, 2018 in the Press-Enterprise.

Proposals were received from PepsiCo and Reyes Coca-Cola Bottling, L.L.C., Inc. A contract review committee was formed to evaluate the proposals. The committee included District and College representatives comprised of the following members:

• Majd Askar – Director Business Services – District
• Melissa Elwood – Controller – District
• Patrick Pyle – General Counsel – District
• Melissa Griffith – Purchasing Specialist – District
• Rolando Regino – Director, Distance Education - District
• Chip West –VP of Business Services – RCC
• Susan Mills – VP, Planning & Development - RCC
• Mark Sellick – Assoc. Professor, Political Science – RCC
• Micherri Wiggs – Assoc. Professor, Communication Studies – RCC
• FeRita Carter – VP, Student Services - RCC
• Paul O'Connell - Asst. Professor, CTE, Auto Tech – RCC
• Cheryl Ruzak – Director, Food Services – RCC
• Sherrie DiSalvio –Financial & Technical Analyst – RCC
• James Reeves – Interim VP, Business Services – NC
• Jan Muto – Assoc. Professor, Community Studies – NC
• Odili Barrios – Assist. Manger, Food Service – NC
• Nathaniel Jones –VP, Business Services -MVC
• David Bobbitt – Financial & Technical Analyst – MVC
• Julie Hlebasko – Asst. Manager, Food Services – MVC
• Frankie Moore – Coordinator, Student Activities – MVC
• Jeanette Hazelwood - Student Trustee

Proposals were evaluated through email correspondence. Each proposal was assessed based on criteria consisting of: the ability to provide required services; compensation; experience; and overall quality of the proposal. The committee concluded that the services offered were comparable and that the commissions and incentives were the key determining factor in selecting the beverage service provider.

The Committee recommends award of the districtwide beverage service contract to PepsiCo. The contract term shall be for five (5) years, from June 1, 2018 through May 31, 2023. In exchange for the right to be the exclusive vendor of beverage products, PepsiCo guarantees: 1) a minimum yearly commission rate of 38% of gross beverage sales; 2) an annual sponsorship of $135,000 (with an increase each subsequent year); 3) a one-time signing bonus in the amount of $107,854; 4) and scholarship, marketing, athletics, Foundation, flex fund, and product donations equal to $20,000 annually. PepsiCo has also provided a $3,000 Education Grant in the first year, on behalf of the Foundation for California Community Colleges, and have committed to support a bottle and can rebate program.

Attached is a comparison of incentives for each of the beverage proposals.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services
Nathaniel Jones, Vice President, Business Services (MVC)
Raymond West, Vice President, Business Services (RCC)
James Reeves, Interim Vice President, Business Services (NC)

Attachments:

05012018_RFP Beverage Comparison
05012018_PepsiCo Agreement

Campus Beverage Proposals

PepsiCo & Coca Cola Comparison

Financial Incentives

	Vending Commissions		Annual Sponsorship		Annual Scholarship		Marketing		Athletics Sideline Support	
Year	**PepsiCo**	**Coca Cola**	**PepsiCo**	**Coca Cola**	**PepsiCo ***	**Coca Cola**	**PepsiCo**	**Coca Cola****	**PepsiCo**	**Coca Cola *****
1	38%	30%	$135,000	$100,000	$5,000	$4,500	$4,000	$6,000	$2,000	$2,000
2	38%	30%	$150,000	$100,000	$2,000	$4,500	$4,000	$4,000	$2,250	$2,000
3	38%	30%	$155,000	$100,000	$2,000	$4,500	$4,000	$4,000	$2,500	$2,000
4	38%	30%	$160,000	$100,000	$2,000	$4,500	$4,000	$4,000	$2,750	$2,000
5	38%	30%	$165,000	$100,000	$2,000	$4,500	$4,000	$4,000	$3,000	$2,000
Total			**$765,000**	**$500,000**	**$13,000**	**$22,500**	**$20,000**	**$22,000**	**$12,500**	**$10,000**

** Annual Scholarship: PepsiCo includes a $3000 Educational Grant on behalf of FCCC and PepsiCo for Year 1*

*** Marketing: $2,000 to be used on Fountain POS for the 1styear*

****Athletics Sideline Support: Includes a $500 Athletics Free Goods per year (Retail Value to District based on invoice price)*

Additional Incentives

	Annual RCCD Foundations Support		Flex Fund		Bottles & Cans Rebate Program		Complimentary Products (Free Goods to District)		One Time Incentive[4]	
Year	**PepsiCo**	**Coca Cola**	**PepsiCo**	**Coca Cola**	**PepsiCo[1]**	**Coca Cola[2]**	**PepsiCo**	**Coca Cola[3]**	**PepsiCo**	**Coca Cola**
1	$3,000	N/A	$6,000	N/A	1.25 Per Case	2.00 Per Case	$3,000	$5,400	$107,854	$50,000
2	$3,000	N/A	$6,500	N/A	.25 Increase Per Case	2.00 Per Case	$3,000	$5,400		
3	$3,000	N/A	$7,000	N/A	.25 Increase Per Case	2.00 Per Case	$3,000	$5,400		
4	$3,000	N/A	$7,500	N/A	.25 Increase Per Case	2.00 Per Case	$3,000	$5,400		
5	$3,000	N/A	$8,000	N/A	.25 Increase Per Case	2.00 Per Case	$3,000	$5,400		
Total	**$15,000**	**$0**	**$35,000**	**$0**			**$15,000**	**$27,000**	**$107,854**	**$50,000**

[1] PepsiCo Rebate will increase $0.25 per case on 24 packs and 12,15 packs of bottle & can cases in years 2-5.

[2] Coca Cola Rebate per case on 24 packs and 15 packs of bottle and can cases

[3] Includes a $2,400 Odwalla or Simply Juices Free Goods per year (Retail Value to District based on invoice price)

[4] One Time Up Front Conversion for Coca Cola and One Time Capital Investment for PepsiCo

PEPSI BEVERAGES COMPANY

SPONSORSHIP AGREEMENT

This sets forth the agreement ("***Agreement***") between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 6659 Sycamore Canyon Blvd, Riverside, CA 92507 ("***Pepsi***") and Riverside Community College District, with its principal place of business at 3801 Market Street, Riverside, CA 92501 (the "***Customer***").

WHEREAS, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the Customer; and

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

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

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

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

AGREEMENT

DEFINITIONS.

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

"***Beverage***" or "***Beverages***" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas ("***LCT***"), (ix) frozen carbonated and non-carbonated beverages ("***FB***"), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

PEPSI BEVERAGES COMPANY

"***Cases***" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"***Competitive Products***" shall mean any and all Beverages other than the Products.

"***Customer Marks***" shall mean (i) the Designations (as defined below) and (ii) the Customer's characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the Customer and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, Customer Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to all intercollegiate athletic teams associated with the Customer, at the beginning of the Term or which will be created during the Term, if any.

"***Designations***" shall include, but not be limited to, the following: "A Proud Sponsor of Riverside Community College District" and "Official Water and Soft Drink of Riverside Community College District."

"***Equipment***" means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) full service vending machines ("***Vending Machines***"); (ii) retail single-serve food service equipment and (iii) fountain service equipment.

"***Facilities***" shall mean the entire premises of every facility owned, leased, occupied or operated by the Customer or its Food Service Provider, now or in the future, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, book stores, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas. "***Facilities***" shall also be deemed to include: all District locations and other convenience store operations and restaurants initiated during the Term of this Agreement in space leased to third-party commercial tenants within Customer-owned buildings

"***Food Service Provider***" shall mean any food service provider which may serve at the Facilities at any point during the Term. The Customer acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the Customer's current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the Customer is currently self-operated, the Customer switches to a Food Service Provider, or (ii) if the Customer currently uses a Food Service Provider to operate its concessions, such agreement between the Customer and the current Food Service Provider expires or is terminated, and the Customer enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the Customer and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that the Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide

PEPSI BEVERAGES COMPANY

accordingly), then Customer hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the Customer by an amount equal to the incremental costs incurred by Pepsi as a result of the Customer's change in Food Service Providers.

"***Gallons***" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"***Packaged Products***" shall mean Beverages that are distributed in pre-packaged form (*i.e.*, Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"***Postmix Products***" shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"***Products***" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"***Year***" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. TERM.

The term of this Agreement shall be for a five (5) year period beginning on June 1, 2018 and expiring on May 31, 2023, unless sooner terminated as provided herein ("***Term***").

2. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

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

Beverage Availability at the Facilities.

Grant of Rights.

(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide all Beverages sold at athletic contests (*i.e.*, concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities ("***Special Events***"). The Products shall be the only Beverages sold, dispensed or served at the Facilities (*i.e.*, at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all food service concession or vending locations located within the Facilities; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the Customer after the date of this

PEPSI BEVERAGES COMPANY

Agreement. Pepsi shall install the Equipment at its sole expense; *provided*, *however*, that the Customer will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

Purchasing of Postmix Products.

The Postmix Products shall be purchased by Customer or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto. Such initial pricing shall remain fixed for Years One and Two of the Term. Thereafter, Pepsi shall have the right to increase Postmix Product pricing up to five percent (3.5%) per Year.

Purchasing of Packaged Products.

The Packaged Products shall be purchased by Customer or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto. Such initial pricing shall remain fixed for Years One and Two of the Term. Thereafter, Pepsi shall have the right to increase Packaged Product pricing up to five percent (3.5%) per Year.

Food Service.

During the Term, Pepsi shall work directly with, Customer and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. Customer shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The Customer shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with Customer and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense.

Vending.

Pepsi shall have the exclusive right to install Beverage Vending Machines at the Facilities for dispensing the Products; *provided*, *however*, that Pepsi shall work with Customer to mutually identify and agree to optimal locations for such equipment. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines.

PEPSI BEVERAGES COMPANY

Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, Customer grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

Menu Board Advertising.

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

Approved Cups; Product Hawking and Catering.

Customer agrees that all Products served, sold or dispensed at concession locations in which Products are served to customers at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Pepsi agrees to make Approved Cups available for purchase and the Customer shall purchase, and shall require that all concessionaires, Food Service Providers, booster clubs and other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi at prices determined by Pepsi.

3. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, Customer hereby grants to Pepsi the right to advertise and promote Products in and with respect to the Customer and the Customer Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

Advertising

Facilities and Print Advertising.

Pepsi shall have the right to Facilities and print advertising as mutually agreed between the parties and as further outlined in Exhibit B.

Design and Installation of Customer Advertising.

Pepsi agrees, at its own cost, to provide Customer with the general design of all Customer Advertising. The Customer Advertising shall be constructed and installed by Customer (or an agent thereof) at Customer's sole cost and expense. All Customer Advertising shall be in conformity with the general scheme and plan of the Customer and the surrounding areas.

PEPSI BEVERAGES COMPANY

Advertising/Signage Changes.

Customer recognizes Pepsi's right to change, modify and alter its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse Customer for all reasonable costs and expenses incurred by Customer in changing or modifying or altering any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi's changes to the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to modify change or alter the promotional messages appearing thereon and all such modifications, changes and/or alterations shall be at Pepsi's sole cost and expense. Customer shall use reasonable efforts to minimize the cost to Pepsi for modifying, altering and/or changing Pepsi's advertising.

Maintenance of Signage.

Customer shall maintain all Facility Advertising and other signs and advertising for Products in good order. Customer shall effect any necessary repairs reasonably determined by Customer at Customer's sole cost and expense. Where practical, Customer shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

Promotional Rights.

General Sponsorship Designation.

Customer hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the Customer and its intercollegiate athletic teams, if any, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

Grant of License to Use the Customer Marks for Promotional Activities.

Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and the Customer Marks for the limited purposes of promoting Products within the context of promotional activities. Customer acknowledges that, in order to make full use of the rights granted in this Agreement, Pepsi may conduct the promotional activities through its primary distribution channels in which Pepsi sells Products to the ultimate consumer, such as at the retail level, within drug stores and other retail outlets, by and through mass merchandise campaigns and together with Pepsi's food service accounts and customers.

PEPSI BEVERAGES COMPANY

Representations, Warranties and Covenants regarding the Ownership and Protection of the Customer Marks and Related Proprietary Rights.

Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the Customer Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the Customer Marks other than the right to use such Customer Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of Customer and its affiliates and cooperate with Customer and its affiliates to procure any protection or to protect any of the rights of Customer and its affiliates in and to the Customer Marks. Pepsi shall cause to appear on all materials incorporating the Customer Marks such legends, markings and notices as Customer or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Customer Marks. Pepsi shall not make any alterations or changes to the design or type of the Customer Marks without the prior written consent of Customer.

Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the "***Pepsi Marks***") under a license from PepsiCo, Inc. Customer acknowledges that nothing contained in this Agreement shall provide Customer with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. Customer (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. Customer shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Pepsi Marks. Customer shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

4. GRANT OF OTHER RIGHTS.

Sampling.

Customer agrees to permit to conduct, at Pepsi's sole cost and expense, limited sampling of Pepsi products at the Facilities in a form and manner as specifically authorized and approved by Customer and in accordance with rules and procedures established by Customer, in its sole discretion, as may be amended or supplemented from time to time by Customer.

PEPSI BEVERAGES COMPANY

Additional Rights.

Customer agrees to provide Pepsi with the additional rights set forth on Exhibit B.

5. EXCLUSIVITY.

A. During the Term, Customer, its agents, representatives, intercollegiate athletic teams coaches and players, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the Customer, its intercollegiate athletic teams coaches and players, and its staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities or in connection with the Customer, intercollegiate athletic teams coaches and players, and its staff.

B. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, Customer, and/or Customer Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, the Customer will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, "***Ambush Marketing***" shall mean an attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, Customer and/or Customer Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, Customer and/or Customer Marks by referring directly or indirectly to the Facilities, Customer and/or Customer Marks.

6. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by Customer as described herein, and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

A. Annual Sponsorship Fee.

An Annual Sponsorship Fee (the "***Annual Sponsorship Fee***"), payable annually pursuant to the following:

Year	*Applicable Time Period*	*Amount**	*Due Date: within 60 days after:*
1	June 1, 2018 – May 31, 2019	$135,000	Execution of Agreement by parties
2	June 1, 2019 – May 31, 2020	$150,000	June 1, 2019
3	June 1, 2020 – May 31, 2021	$155,000	June 1, 2020
4	June 1, 2021 – May 31, 2022	$160,000	June 1, 2021
5	June 1, 2022 – May 31, 2023	$165,000	June 1, 2022
* The Customer acknowledges and agrees that each Annual Sponsorship Fee payable to the Customer is based on			

PEPSI BEVERAGES COMPANY

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
a minimum number of Units purchased from Pepsi and sold throughout the Facilities pursuant to this Agreement during the applicable Year. The minimum number of Units per Year is 26,600 ("***Annual Units Threshold***"). As used herein, "***Units***" means Gallons and Cases (including Cases sold through Vending Machines). For the purposes of determining Units sold, 1 Case shall equal 1 Gallon. Therefore, if during any Year the number of Units falls below the Annual Units Threshold, then the Annual Sponsorship Fee payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year. *For example, if the Annual Sponsorship Fee is $1,000 and the Annual Units Threshold is 500 Units, and during Year 1 the actual Units sold is 250 Units, and then the Annual Sponsorship Fee for Year 2 will be $500 (reduced by 50%).*			

The Annual Sponsorship Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10.D herein.

B. RCCD Annual Student Scholarship and Foundation Support Fund.

Pepsi shall provide an annual student scholarship fee, payable to the Customer annually pursuant to the following (the "***Annual Student Scholarship Fund***"):

Year	Applicable Time Period	Amount	Due Date: within 60 days after:
1	June 1, 2018 – May 31, 2019	$8,000*	Execution of Agreement by parties
2	June 1, 2019 – May 31, 2020	$5,000	June 1, 2019
3	June 1, 2020 – May 31, 2021	$5,000	June 1, 2020
4	June 1, 2021 – May 31, 2022	$5,000	June 1, 2021
5	June 1, 2022 – May 31, 2023	$5,000	June 1, 2022
*The Year One Annual Student Scholarship Fund includes the one-time $3,000 commitment Pepsi makes to members of the Federation of California Community Colleges.			

The Annual Student Scholarship Fund is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Student Scholarship Fund will be repaid to Pepsi pursuant to the terms of Section 10.D herein.

C. Commissions.

Commissions, as a percentage of the actual cash ("***cash in bag***" or "***CIB***") collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, "***Revenue***"), less any applicable reimbursements, fees or deposits ("***Commissions***"). Such Commissions shall be at the rate(s) set forth below (the "***Commission Rate***") and shall be calculated as follows:

(Revenue * Commission Rate) – applicable CRV = Commission Due

Product	Minimum Vend Price	Commission Rate*
20 oz. Aquafina	$1.75	38%
20 oz. Carbonated Soft Drinks	$1.75	38%
20 oz. Crush	$1.75	38%

PEPSI BEVERAGES COMPANY

20 oz. Gatorade and G2	$2.00	38%
20 oz. Propel	$2.00	38%
20 oz. Lipton Brisk	$1.75	38%
20 oz. Lipton Iced Tea	$1.75	38%
15.2 oz. Ocean Spray	$2.00	38%
15 oz. Starbucks Double Shot	$2.75	38%
12 oz. Mountain Dew Kickstart	$2.00	38%
16 oz. Mountain Dew Kickstart	$2.00	38%
16 oz. Rockstar	$2.75	38%
*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.		

(1) **Commissions Payment**. Commissions shall be remitted by Pepsi to the Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi's policies and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.

(2) **Change to Commission Rate**. Customer acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to automatically reduce the Commission Rate by the same percentage amount.

D. Rebates.

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products purchased from Pepsi by the Customer and its Food Service Provider pursuant to this Agreement, and shall provide the Customer with rebates calculated based on applicable amounts set forth below (the "***Rebates***"). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

Rebate Amount	Applicable Products
$1.25/Case Year 1	All Cases of Packaged Products
$1.50/Case Year 2	All Cases of Packaged Products
$1.75/Case Year 3	All Cases of Packaged Products
$2.00/Case Year 4	All Cases of Packaged Products

PEPSI BEVERAGES COMPANY

$2.25/Case Year 5	All Cases of Packaged Products

7. ADDITIONAL CONSIDERATION.

In addition to the consideration specified above, and provided Customer is not in breach of this Agreement, Pepsi shall provide the following further consideration to the Customer:

A. Annual Product Donations.

Pepsi will provide annual Product donations of up to a total of 300 cases per Year across the Facilities upon request of the Customer; *provided*, *however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer acknowledges and agrees that unrequested Product in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash value.

B. Annual Marketing Activation Support.

Each Year during the Term, Pepsi shall provide Customer with marketing support valued at up to Four Thousand Dollars ($4,000) ("***Annual Marketing Activation Support***"). The Annual Marketing Activation Support will be held by Pepsi, and accessed by Pepsi to pay for the activation of marketing programs for the benefit of Pepsi and Customer. Utilization of the Annual Marketing Activation Support will be mutually agreed to by the parties. Customer acknowledges and agrees that unused Annual Marketing Activation Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment

C. Annual Gatorade Sideline Support.

Pepsi will provide annual Gatorade sideline merchandise of up to a total value of Two Thousand Dollars ($2,000) in Year One, ($2,250) Year Two, ($2,500) Year Three, ($2,750) Year Four, ($3,000) Year Five across the Facilities upon request of the Customer; *provided*, *however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer acknowledges and agrees that unrequested Gatorade sideline merchandise in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash value.

D. Annual Flex Fund Support.

Each Year during the Term, Pepsi shall provide Customer with flex fund support valued at up to Six Thousand Dollars ($6,000) in Year One and ($6,500) Year Two, ($7,000) Year Three,($7,500) Year Four, ($8,000) Year Five ("***Annual Flex Fund Support***"). The Annual Flex Fund Support will be held by Pepsi, and accessed by Pepsi to pay for the incremental marketing and merchandise items requested by Customer during the Year. Utilization of the Annual Flex Fund Support will be mutually agreed to by the parties. Customer acknowledges and agrees that unused Annual Flex Fund Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment

PEPSI BEVERAGES COMPANY

8. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

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

(2) During the Term Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

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

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

(5) Pepsi reserves the absolute right to remove any glass front Vending Equipment that sells less than eight (8) cases of Product per week or any other Vending Equipment that sells less than two (2) cases of Product per week.

B. Service to Equipment.

Other than routine maintenance, which shall be the responsibility of and completed by Customer or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each Customer request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

9. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. Customer's Termination Rights.

Without prejudice to any other remedy available to Customer at law or in equity in respect of any event described below, this Agreement may be terminated by Customer at any time effective thirty (30) days following written notice to Pepsi from Customer if:

PEPSI BEVERAGES COMPANY

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

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

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the Customer if (i) any of the Products are not made available as required in this Agreement by the Customer, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Customer; or (iv) Customer breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give Customer notice of the event and where applicable (for events within Customer's control), shall provide Customer forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the Customer a reimbursement in accordance with Section 10.D herein. In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the Customer meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the Customer by an amount that is equitable in light of the diminution of right to Pepsi (*e.g.*, equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice.

C. Additional Termination Rights Available to Pepsi and Customer.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as

PEPSI BEVERAGES COMPANY

amended, or any successor statue thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 10 or Customer terminates this Agreement without cause, then Pepsi shall be entitled to from Customer, without prejudice to any other right or remedy available to Pepsi, and Customer shall pay to Pepsi all funding paid by Pepsi to the Customer which remains unearned as of the time of termination. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which 60. With regard to the Annual Sponsorship Fee and the Annual Student Scholarship Fund, the amount of such reimbursement shall be determined by multiplying the total of the Annual Sponsorship Fee and Annual Student Scholarship Fund paid in the Year in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12).

10. TAXES.

Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

11. CONFIDENTIALITY.

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

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

PEPSI BEVERAGES COMPANY

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

12. <u>REPRESENTATIONS, WARRANTIES AND COVENANTS.</u>

A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

C. To the extent that the any intercollegiate athletic team is relocated to a venue which is not within the Facilities as its home venue, Customer agrees that it shall ensure all rights of Pepsi hereunder shall be extended to such alternate venue as to the intercollegiate athletic team and any advertising and pouring rights contained herein.

13. <u>INDEMNIFICATION.</u>

A. Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the Customer's negligence or willful misconduct).

B. To the extent permitted by applicable law, the Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer (excluding claims arising out of Pepsi's negligence or willful misconduct).

C. The provisions of this Section shall survive the termination of this Agreement.

PEPSI BEVERAGES COMPANY

14. INSURANCE.

A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

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

15. NOTICES.

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

If to Pepsi:

Pepsi Beverages Company
6659 Sycamore Canyon Blvd
Riverside, CA 92507
Attn: Director, Food Service

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

Pepsi Beverages Company
1111 Westchester Avenue
White Plains, NY 10604
Attn: Legal Department

If to Customer:

Riverside Community College District
c/o Purchasing Department
3801 Market Street
Riverside, CA 92501
Attn: Majd Askar, Business Service Director

PEPSI BEVERAGES COMPANY

16. ASSIGNMENT.

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

17. GOVERNING LAW.

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

18. FORCE MAJEURE.

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

19. RELEASE, DISCHARGE OR WAIVER.

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

PEPSI BEVERAGES COMPANY

waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

20. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

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

21. RELATIONSHIP OF THE PARTIES.

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

22. EFFECT OF HEADINGS.

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

23. CONSTRUCTION.

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

24. SEVERABILITY.

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

25. AMENDMENTS.

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

PEPSI BEVERAGES COMPANY

26. COUNTERPARTS.

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

27. FURTHER ASSURANCES.

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date set forth below.

Riverside Community College District	Bottling Group, LLC
By:______________________________	By:______________________________
Name: Aaron S. Brown	Name: Robert Gutierrez
Title: Vice Chancellor, Business & Financial Services	Title: Key Account Manager
Date: ____________________________	Date: 4/18/2018
Federal Id:	

PEPSI BEVERAGES COMPANY

Exhibit A

Current description & pricing for Postmix Products and Packaged Products

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Product	Unit per case	Invoice Price per case*	Per Unit
Carbonated Soft Drinks			
20 oz	24	$21.50	$0.89
1 Liter	15	$21.58	$1.43
12 oz	24	$11.05	$0.46
Water			
20 oz Aquafina	24	$12.50	$0.52
1 Liter Aquafina	15	$13.52	$0.90
700ml Life Water	12	$14.00	$1.16
1 Liter Life Water	12	$17.00	$1.41
Non Carbonated Soft Drinks			
20 oz Gatorade	24	$22.00	$0.92
28 oz Gatorade	15	$19.71	$1.31

PEPSI BEVERAGES COMPANY

Product	Unit per case	Invoice Price per case*	Per Unit
12 oz Starbucks Refreshers	12	$18.04	$1.50
6.5 oz Starbucks Double Shot	12	$22.36	$1.86
15 oz Starbucks Energy Coffee	12	$23.71	$1.98
16 oz AMP Energy	12	$22.46	$1.87
16 oz Rockstar Energy	24	$28.96	$1.20
11 oz Starbucks Ice Coffee	12	$18.35	$0.83
20 oz Lipton / Tropicana	24	$21.50	$0.89
1 Liter Lipton Brisk	15	$17.00	$1.13
18.5 oz Lipton Pure Leaf Tea	12	$15.36	$1.28
16oz Mt Dew Kickstart	12	$14.76	$1.23
12oz Mt Dew Kickstart	12	$12.36	$1.03
9.5 oz Starbucks Frappuccino	15	$19.97	$1.33
13.7 oz Starbucks Frappuccino	15	$24.24	$1.62
14 oz Muscle Milk	12	$33.00	$2.75
15.2 oz Ocean Spray	12	$13.50	$1.12

PEPSI BEVERAGES COMPANY

Fountain Products	Gallons Per Box	Price Per Box	Price Per Gallon
Pepsi All Brands	5 Gallon	$60.00	$12.00
Crush Orange	5 Gallon	$60.00	$12.00
Dr. Pepper, Dt. Dr. Pepper	5 Gallon	$85.00	$17.00
Tropicana	5 Gallon	$60.00	$12.00
Lipton Brisk	5 Gallon	$60.00	$12.00
Lipton Concentrate (Sweet)	3 Gallon	$48.00	$16.00
Lipton Concentrate (Un-Sweet)	3 Gallon	$48.00	$16.00
SoBe Lifewater	3 Gallon	$36.00	$12.00
Gatorade	3 Gallon	$47.76	$15.92
Dole Juice	1 Gallon	$87.15	$29.05
Flavor Shots	1 Gallon	$21.57	$21.57

Supply Item Pricing

Cups	Per Case Units	Price
16oz	1000	$46.52
24oz	1000	$58.20
32oz	480	$51.31
44oz	480	$61.30
Lids		
12/16/24oz	2000	$39.32
32oz	960	$39.32
44oz	960	$39.32
CO2		
*20lb	Tank	No Charge
*50lb	Tank	No Charge

PEPSI BEVERAGES COMPANY

Exhibit B

Facilities & Printing Advertising and Additional Rights to be Provided to Pepsi

A. Facilities and Print Advertising.

(1) Facilities Advertising.
Such advertising as may be mutually agreed upon between the parties

(2) Print Advertising.
Such advertising as may be mutually agreed upon between the parties

Agenda Item (IV-D-2)

Meeting	5/1/2018 - Committee
Agenda Item	Committee - Resources (IV-D-2)
Subject	Selection of Altura Credit Union to Provide Automated Teller Machines (ATMs)
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees authorize the selection of Altura Credit Union to provide Automated Teller Machines (ATMs) on the Riverside, Norco and Moreno Valley College campuses.

Background Narrative:

Staff engaged in a Request for Proposal (RFP) process for the purpose of selecting a provider for the placement of Automated Teller Machines (ATMs) on the Riverside, Norco and Moreno Valley College campuses. RFP's were provided to four (4) vendors and an advertisement was published on March 19, 2018 in the Press-Enterprise. One proposal was received from Altura Credit Union.

A contract review committee was formed to evaluate the proposals. The committee included District and College representatives comprised of the following members:

• Majd Askar – Director Business Services – District
• Melissa Elwood – Controller – District
• Patrick Pyle – General Counsel – District
• Melissa Griffith – Purchasing Specialist – District
• Rolando Regino – Director, Distance Education - District
• Chip West –VP of Business Services – RCC
• Susan Mills – VP, Planning & Development - RCC
• Mark Sellick – Assoc. Professor, Political Science – RCC
• Micherri Wiggs – Assoc. Professor, Communication Studies – RCC
• FeRita Carter – VP, Student Services - RCC
• Paul O'Connell - Asst. Professor, CTE, Auto Tech – RCC
• Cheryl Ruzak – Director, Food Services – RCC
• Sherrie DiSalvio –Financial & Technical Analyst – RCC
• James Reeves – Interim VP, Business Services – NC
• Jan Muto – Assoc. Professor, Community Studies – NC
• Odili Barrios – Assist. Manger, Food Service – NC
• Nathaniel Jones –VP, Business Services -MVC
• David Bobbitt – Financial & Technical Analyst – MVC
• Julie Hlebasko – Asst. Manager, Food Services – MVC
• Frankie Moore – Coordinator, Student Activities – MVC
• Jeanette Hazelwood - Student Trustee

The proposal submitted by Altura was evaluated through meetings and email correspondence. The committee concluded that the services offered and convenience to students, faculty and staff met the requirements of the RFP. As such, the Committee recommends award of the ATM contract to Altura Credit Union (Altura). Altura participates in the Co-Op network that will allow nation-wide surcharge-free ATM access to any credit union member. All other users will be assessed a $3.00 surcharge fee. In addition, Altura will maintain the ATMs, including routine preventative maintenance. The contract term shall for five (5) years from June 1, 2018 through May 31, 2023.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services
Nathaniel Jones, Vice President, Business Services (MVC)
Raymond West, Vice President, Business Services (RCC)
James Reeves, Interim Vice President, Business Services (NC)

Attachments:

05012018_Altura Credit Union Agreement

ATM AGREEMENT

This ATM Agreement dated ___________________, 2018 ("AGREEMENT") is entered into by and between ALTURA CREDIT UNION ("ACU") and __________________________ ("LANDLORD"). The parties to this AGREEMENT are hereinafter referred to collectively as the "PARTIES" and singularly as a "PARTY."

Recitals

On or about ____________________, the PARTIES entered into an agreement for the placement and installation of Automated Teller Machines ("ATM") by ACU at the real property located at ________________________________, California _________ ("Premises"), which LANDLORD owns. Pursuant to said Agreement, ACU purchased and installed ATMs on the Premises in locations mutually agreed upon by the PARTIES.

The PARTIES desire to continue this positive mutually beneficial business relationship upon the terms and conditions set forth below. Therefore, the PARTIES agree as follows:

1. Integration

This AGREEMENT constitutes the entire agreement between the PARTIES as to the subject of this AGREEMENT and supersedes any and all other prior agreements, understandings, negotiations or discussions, either oral or in writing, express or implied, between the PARTIES.

2. ATM Ownership and Location

The ATM, including any related equipment and signage installed by ACU, shall not be considered fixtures of the Premises and shall remain the sole property of ACU and its assigns, if any. LANDLORD shall not encumber, pledge, or allow a lien against the ATM. LANDLORD also shall not move the ATM from its present location for any reason unless it obtains the prior written consent of ACU.

3. Leasehold Improvements

LANDLORD will provide and continue to provide any leasehold improvements which are necessary for the safe, secure, and effective operation of the ATM, including but not limited to adequate construction, lighting, electrical power supply, and telecommunication lines. LANDLORD shall obtain the written approval of ACU prior to the start of construction or installation of any such new improvements and/or prior to any modification or alteration of any existing improvements.

4. Maintenance and Access

a. LANDLORD shall supply and pay for the electricity to operate the ATM. ACU shall supply and replenish the cash inventory for the ATM. ACU shall also provide the security equipment, telecommunications service, and all other service and maintenance for the ATM.

b. LANDLORD agrees to provide full public access to the ATM during the normal business hours of the Premises. LANDLORD shall allow ACU access to the ATM during and outside of the normal business of the Premises for service, maintenance, repair, or removal of the ATM. LANDLORD shall promptly notify ACU of the need for service and repair of the ATM.

5. Surcharges and Rent

A surcharge of $3.00 will be charged for every transaction completed by customers who are not members of ACU or the Co-op ATM Network. ACU shall have the sole right to determine the surcharge rate and may change the surcharge rate at any time without notice to LANDLORD.

6. Insurance and Loss/Damage to ATM

a. ACU represents that it will maintain, for the duration of this AGREEMENT, insurance coverage for damage or loss to the ATM and/or its cash inventory as well as a limited liability policy for bodily injury in the event of an accident involving the ATM. The selection, scope, and limits of said policy or policies shall be determined by ACU in its sole discretion.

b. LANDLORD represents that it will maintain, for the duration of this AGREEMENT, property/casualty insurance and a policy covering bodily injury for the Premises.

c. LANDLORD shall take reasonable efforts to prevent damage to or destruction of the ATM. LANDLORD shall be liable for any damage, loss, or destruction of the ATM which is due to LANDLORD's gross negligence or willful misconduct. However, LANDLORD shall not be responsible for any damage resulting from ACU's own intentional or negligent conduct.

7. Term and Renewal

The term of this AGREEMENT shall be for one year and shall automatically renew for additional one-year terms unless either PARTY terminates this AGREEMENT in accordance with paragraph 10.

8. Termination and Removal

Upon 90 days written notice (or 30 days written notice in the case of a termination following the conciliation process in paragraph 9(b)), either PARTY may terminate this AGREEMENT effective upon the end of the notice period. At any time following the effective date of termination, ACU shall have the unilateral right to remove from the Premises the ATM and any other related equipment and/or signage provided by ACU. ACU shall not be liable for any damage to the leasehold improvements caused by such removal unless such damage is caused by ACU's negligence or willful miscontuct.

9. Assignments

This AGREEMENT is binding upon the PARTIES hereto, their heirs, executors, administration assigns, successors in interest, predecessors in interest, and anyone claiming by, through or under any one of the foregoing. LANDLORD shall notify ACU in writing 30 days prior to any sale or transfer of LANDLORD's interest in the Premises.

10. Neutral Interpretation

Each PARTY participated, or had the opportunity to participate, in the preparation of this AGREEMENT. The AGREEMENT shall be interpreted according to its fair meaning, and neither for or against a PARTY.

11. Severability

Should any portion, word, clause, phrase, sentence or paragraph of this AGREEMENT be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected as long as the purpose of this AGREEMENT would not be frustrated.

12. Waiver

Failure to insist on compliance with any term, covenant, or condition contained in this AGREEMENT shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this AGREEMENT at any time or times be deemed a waiver or relinquishment of any right or power at any other time or times.

13. Modification

No modification of this AGREEMENT shall be effective unless it is made in writing and signed by both PARTIES.

14. Notices

Any notices required to be given under this AGREEMENT shall be made by certified mail, return receipt requested, to the following addresses:

ALTURA CREDIT UNION
Attn: ATM OPERATIONS
P.O. Box 908
Riverside, CA 92502-0908

______________________________ [LANDLORD]
Attn: __________________________
____
____

15. Execution of Agreement

This AGREEMENT may be executed by facsimile or e-mail and in multiple identical counterparts, each of which when duly executed shall be deemed an original, and all of which shall be construed together as one agreement.

Each PARTY represents and warrants that it is duly authorized to enter into this AGREEMENT, and that the person signing this AGREEMENT on its behalf is duly authorized to do so.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT.

Dated: _________________, 2018

ALTURA CREDIT UNION

____
By:_____________________________________
Name:__________________________________
Title:___________________________________

Dated: _________________, 2018

____________________________ [LANDLORD]

____
By:_____________________________________
Name:__________________________________
Title:___________________________________

Agenda Item (IV-D-3)

Meeting	5/1/2018 - Committee
Agenda Item	Committee - Resources (IV-D-3)
Subject	Project Savings Reconciliation to Adjust Measure C Project Budgets
College/District	District
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees approve the adjusted budgets for the projects identified on the Project Savings Reconciliation report and return the project savings totaling $4,343,626 to the originating college/district/fund.

Background Narrative:

The Facilities Planning and Development office maintains a Capital Program Executive Summary (CPES) report as a planning tool to identify Measure C project commitments, project prioritization, and to provide a roadmap for future Measure C projects. An update on the status of Measure C project commitments as reflected on the CPES report will be presented to the Board of Trustees at the June Resources Committee meeting.

In preparation for that presentation, a Project Savings Reconciliation (PSR) report is presented for the Board's review and consideration. The PSR is intended to reconcile Board of Trustees approved Measure C project budgets with actual completed project expenditures. In some cases, projects previously closed out have had additional activity for items such as legal fees, refunds, and accrual adjustments. The net project savings shown on the PSR is $4,343,626. Action on this item will permit unused project funds to be returned to each of the college/district/funds identified on the PSR and will become available for future projects.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services
Bart Doering, Facilities Development Director

Attachments:

05012018_Project Savings Reconciliation Report

PROJECT SAVINGS RECONCILIATION BY COLLEGE/DISTRICT - MEASURE C PROJECTS

Project Title	Approved Project Budget	State and Local Funding	Measure C Funding	Measure C Expenditures	Measure C Project Savings (Shortfall)	Notes	MVC	NC	RCC	DISTRICT	CENTRALLY CONTROLLED FUNDS
RIVERSIDE CITY COLLEGE PROJECTS											
Coil School for the Arts/Parking Structure 690	$ 43,088,000	$ 17,351,924	$ 25,736,076	$ 25,736,076	$ -	Project Complete					
Nursing/Science Center 626	$ 63,712,000	$ 45,439,400	$ 18,272,600	$ 16,347,203	$ 1,925,397	Project Complete - Program Contingency			$ 592,425		$ 1,332,972
Riverside Aquatics Center 846	$ 11,028,683	$ -	$ 11,028,683	$ 10,874,233	$ 154,450	Project Complete			$ 154,450		
Quad Modernization 624/625/816	$ 21,472,800	$ 12,554,000	$ 8,918,800	$ 9,171,807	$ (253,007)	Legal Fees Incurred Due to Breach of Contract Lawsuit with ASR Constructors			$ (253,007)		
Wheelock Gymnasium Seismic Retrofit 811	$ 22,903,332	$ 9,165,000	$ 13,738,332	$ 13,204,882	$ 533,450	Project Complete			$ 533,450		
TOTAL RCC					**$ 2,360,290**		**$ -**	**$ -**	**$ 1,027,318**	**$ -**	**$ 1,332,972**
NORCO COLLEGE PROJECTS											
Groundwater Monitoring Wells - Norco 880	$ 534,356	$ 16,696	$ 517,660	$ 211,149	$ 306,511	Project Complete - Program Contingency					$ 306,511
Industrial Technology Facility - Phase III 677	$ 28,610,416	$ 18,990,000	$ 9,620,416	$ 9,715,350	$ (94,934)	Legal Fees Incurred Due to HP Construction's Claim for Equitable Adjustment		$ (94,934)			
Soccer Field Turf/Locker Rooms 848	$ 3,904,973	$ -	$ 3,904,973	$ 3,879,314	$ 25,659	Accrual for Department of General Services Cleared after Project Closed		$ 25,659			
Norco Operations Center (PBX/M&O) 844	$ 11,277,375	$ -	$ 11,277,375	$ 11,277,010	$ 365	Project Complete		$ 365			
Secondary Effects Project (SSC & ITB) 857	$ 16,026,584	$ -	$ 16,026,584	$ 16,028,180	$ (1,596)	Legal Fees Incurred Due to Labor Compliance Issues with PCN3		$ (1,596)			
TOTAL NORCO COLLEGE					**$ 236,005**		**$ -**	**$ (70,506)**	**$ -**	**$ -**	**$ 306,511**
MORENO VALLEY COLLEGE PROJECTS											
Audio Visual Upgrade & Lighting 885	$ 151,550	$ -	$ 151,550	$ 134,457	$ 17,093	Project Complete	$ 17,093				
Network Operations Center 845	$ 3,524,082	$ -	$ 3,524,082	$ 2,896,858	$ 627,224	Project Complete - Centr Contr IT Projects	$ 547,224				$ 80,000
Modular Redistribution Projects 833/837/838/839	$ 3,945,332	$ -	$ 3,945,332	$ 3,939,832	$ 5,500	Refund Received from Higginson Cartozian after Project Closed	$ 5,500				
Learning Gateway Building & Lions Lot 830	$ 5,058,973	$ -	$ 5,058,973	$ 4,984,261	$ 74,712	Refund Received from Edison after Project Closed	$ 74,712				
Student/Academic Services - Ph. III 676	$ 20,533,414	$ 14,036,000	$ 6,497,414	$ 5,917,791	$ 579,623	Project Complete	$ 579,623				
TOTAL MVC					**$ 1,304,152**		**$ 1,224,152**	**$ -**	**$ -**	**$ -**	**$ 80,000**
DISTRICT PROJECTS											
Swing Space - Market Street Properties 879	$ 866,500	$ -	$ 866,500	$ 737,303	$ 129,197	Project Complete				$ 129,197	
DSA Project Closures 899	$ 7,434	$ -	$ 7,434	$ 7,290	$ 144	Accruals for Steinberg Architects Cleared after Project Closed - Program Reserve					$ 144
TOTAL DISTRICT					**$ 129,341**		**$ -**	**$ -**	**$ -**	**$ 129,197**	**$ 144**
CENTRALLY CONTROLLED PROJECTS											
ADA Transition Plan - District Wide 856	$ 6,360,000	$ -	$ 6,360,000	$ 6,046,162	$ 313,838	Project Complete - Centr Contr Projects & Contingency					$ 313,838
TOTAL CENTRALLY CONTROLLED					**$ 313,838**		**$ -**	**$ -**	**$ -**	**$ -**	**$ 313,838**
TOTAL PROJECT SAVINGS					**$ 4,343,626**		**$ 1,224,152**	**$ (70,506)**	**$ 1,027,318**	**$ 129,197**	**$ 2,033,465**

Agenda Item (IV-D-4)

Meeting	5/1/2018 - Committee
Agenda Item	Committee - Resources (IV-D-4)
Subject	Presentation on New Student-Centered Funding Formula Proposal and FY 2018-19 Riverside Community College District Budget Planning
College/District	District
Information Only	

Background Narrative:

Staff will present the New Student-Centered Funding Formula Proposal and the District's FY 2018-19 budget planning efforts for the Board's review and information.

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

Attachments:

05012018_New Student Centered Funding Formula and FY 2018-19 RCCD Budget Planning Presentation

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula and FY 2018-2019 Budget Planning

May 1, 2018

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

Components:

- Base Grant (50%)
- Supplemental Grant (25%)
- Student Success Incentive Grant (25%)

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

Base Grant

Basic Allocation

- Amount received by each District based on the number of approved colleges and comprehensive centers it operates (same as current funding formula).

Enrollment

- An allocation based on the number funded credit, non-credit and enhanced non-credit FTES served by the District, including assigned growth.
- Calculated by multiplying the established rate ($5,320 x COLA for credit FTES) by 45.20%, times the number of FTES generated in the current year.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

Supplemental Grant

College Promise (Formerly BOG Waiver)

- Calculated by multiplying the credit FTES rate by 25.07%, times the number of students who received a fee waiver in the prior year (Data Mart).

Pell Grants

- Calculated by multiplying the credit FTES rate by 40.00%, times the number of students who were recipients of financial aid under the Federal Pell Grant Program in the prior year (Scorecard Cohort Data).

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

Student Success Incentive Grant

Awards, Degrees and Certificates Granted

- Calculated by multiplying the credit FTES rate by 104.00%, times the number of Chancellor's Office approved awards, degrees and certificates granted in the prior year (Data Mart).

3-Year Degree Certificate or Transfer

- Calculated by multiplying the credit FTES rate by 120.20%, times the number of students who completed a degree certificate or transferred within three years or less, in the prior year (Scorecard Cohort Data).

Associate Degree for Transfer

- Calculated by multiplying the credit FTES rate by 18.35%, times the number of Associate Degrees for Transfer degrees granted in the prior year (Data Mart).

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

Other Provisions:

- Eliminating ability to shift Summer FTES from one year to the next.
- "Hold Harmless" protection for FY 2018-19 to ensure that Districts receive a minimum of FY 2017-18 Total Computational Revenue.
- Each District must align their masterplan with the goals included in the Strategic Vision Plan adopted by the Board of Governor's in 2017 to receive the Supplemental Grant and the Student Success Incentive Grant.
- Full funding of the Supplemental and Student Success Incentive Grants. Base Grant will be deficited if there is a funding shortfall.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

Issues

- Implementation in FY 2018-19
- CEO/CBO Funding Formula Workgroup has issued a funding formula proposal:
  - Equitable Success (25%) and Access (75%)
  - 3 Year Average of FTES
  - 2 Year Hold Harmless
  - 5 Year Transition from 100% Access to 75% Access and 25% Equitable Success in 5% increments per year.
- Hold Harmless provision is not really "hold harmless," since Districts have increasing costs each year (Bargaining Unit agreements, PERS, STRS, Health Insurance, Step and Column)
- Metrics in formulas are absolute numbers. No baseline or incremental growth is provided. This rewards Districts that have already achieved a measure of success and does not provide underfunded Districts with the ability to make substantial change.
- Over half of the Districts in the State would be "losers"…no additional revenue.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

Issues

- The new Student Centered funding Formula is still unsettled as of the date of this presentation. In addition, the exact calculation methodology and metrics that will form the basis of the model have not been approved. Therefore, there is inherent uncertainty surrounding the accuracy of the apportionment revenue projections contained in this planning document. This uncertainty will likely also remain in the FY 2018-19 Tentative Budget as well since the final decision on the new funding formula will not be made until the "May Revise", at the earliest.

The apportionment revenue projections were made using the Department of Finance information contained in the Trailer Bill language issued in support of the Governor's Budget Proposal. Because FY 2017-18 has not concluded, metrics used in the apportionment calculation are from estimates calculated by the Office of Institutional Research. In addition, the Student Success Incentive Grant metrics were increased by a conservative 10% to reflect the anticipated positive impact of a policy shift from students applying to receive an award, degree or certificate to one of automatically granting awards, degrees or certificates once they have been earned by students.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Student Centered Funding Formula

The following page displays the estimated

FY 2018-19 Apportionment Calculation

Under the Proposed New Funding Formula

Riverside Community College District
Apportionment Calculation Under Proposed New Funding Formula - Total for District
FY 2018-2019

Calculation of Base Grant

	A (rate w/COLA)	B	C= A*B	D	E=C*D
	Per FTES Amount	**% Applicable**	**Payment Per FTES**	**FTES Funded**	**Amount Paid**
Basic Allocation					$ 11,737,456
Credit	$ 5,453.532	45.2%	$ 2,464.9965	29,969.43	$ 73,874,539
Non-Credit	$ 3,406.407	45.2%	$ 1,539.6961	74.54	$ 114,772
CDCP	$ 5,453.532	45.2%	$ 2,464.9965	-	$ -
				Total Funding From Base Grant:	**$ 85,726,767**

Calculation of Supplemental Grant

	A	B	C= A*B	D	E=C*D
	Per FTES Amount	**% Applicable**	**Payment Per FTES**	**Applicable Count**	**Amount Paid**
Cal. Promise Grant (BOG)	$ 5,453.532	25.07%	$ 1,367.2005	29,255.00	$ 39,997,450
Pell	$ 5,453.532	40.0%	$ 2,181.4128	2,991.00	$ 6,524,606
				Total Funding From Supplemental Grant:	**$ 46,522,056**

Calculation of Student Success Incentive Grant

	A	B	C= A*B	D	E=C*D
	Per FTES Amount	**% Applicable**	**Payment Per FTES**	**Applicable Count**	**Amount Paid**
Awards	$ 5,453.532	104.00%	$ 5,671.6733	6,598.90	$ 37,426,805
3 Year Completion	$ 5,453.532	120.2%	$ 6,555.1455	2,146.10	$ 14,067,998
ADT	$ 5,453.532	18.35%	$ 1,000.7231	717.20	$ 717,719
				Total Funding From Supplemental Grant:	**$ 52,212,521**

Total Computational Revenue Under New Formula - Internal Calculation:	**$ 184,461,344**
Total Computational Revenue in Adopted Base Budget for FY 2017-18:	**$ 169,121,817**
Increase/<Decrease> in Base Apportionment Budget :	**$ 15,339,527**

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

GOVERNOR'S FY 2018-19
BUDGET PROPOSAL
COMMUNITY COLLEGE SYSTEM
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2018-19 Governor's Budget Proposal

Base Changes

(In Millions)

Unrestricted Ongoing Revenues	**State**	**RCCD**
Apportionments		
Growth (1.00%/1.26% - 324 credit FTES)	$ 60.0	$ -
COLA (2.51%)	161.2	-
Transition to Student-Centered Funding Formula	175.0	-
Apportionment from Student-Centered Funding Formula	-	15.34
Total Apportionments/Unrestricted Ongoing Revenues	$ 396.2	$ 15.34
Unrestricted One-Time Revenues	$ -	$ -
Total Unrestricted Revenues	$ 396.2	$ 15.34

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2018-19 Governor's Budget Proposal

Base Changes

(In Millions)

Restricted Revenues	**State**	**RCCD**
Educational Services		
California Promise (AB19)	$ 46.0	$ 1.1
F/T Student Success Grant/Completion Grant Consolidation	32.9	0.8
COLA for Categorial Programs	7.3	0.2
Total Educational Services	$ 86.2	$ 2.1
Online and Innovation		
Establish Fully Online California Community College $100 Million One-Time/$20 Million Ongoing/Also FTES	$ 120.0	$ -
Innovation Awards - Innovations that Close Equity Gaps	20.0	?
Total Online and Innovation	$ 140.0	$?

? - It is unknown how much the District will receive from this funding source

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2018-19 Governor's Budget Proposal

Base Changes

(In Millions)

Restricted Revenues (continued)	**State**	**RCCD**
Workforce		
Apprenticeship Program Shortfall Backfill	$ 30.6	$?
COLA for Apprenticeship Program	17.8	?
Adult Education Block Grant Data Sharing/COLA	25.5	?
Strong Workforce - Certified Nursing Assistants	2.0	?
Total Workforce	$ 75.9	$?

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2018-19 Governor's Budget Proposal

Base Changes
(In Millions)

Restricted Revenues (continued)	**State**	**RCCD**
Facilities and Equipment		
Physical Plant and Instructional Equipment	$ 275.2	$ 6.7
Proposition 51 - State GO Bond		
(15 Continuing Projects & 5 Current Projects)	44.9	-
Total Facilities and Equipment	$ 320.1	$ 6.7
Chancellor's Office Staffing		
15 Positions	$ 2.0	$ -
Total Chancellor's Office Staffing	$ 2.0	$ -
Total Restricted Revenues	$ 624.2	$ 8.8

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

BUDGET PLANNING
FY 2017-2018
ENDING BALANCE ESTIMATE

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2017–18 Credit FTES Projection

Base FTES	29,578.89
Growth	66.01
Total Funded FTES	29,644.90
Actual FTES*	29,644.90
Total Unfunded FTES	-
Unfunded FTES %	0.0 %

* Actual FTES subsequent to the P1 reporting period is projected to be lower than the District's FTES Target by 199.89 FTES (projected by the Dean of Educational Services). The District Enrollment Management Committee will be discussing 199.89 FTES from Summer 2018 to FY 2017-18 to realize the planned apportionment revenue contained in the adopted budget. Summer shift strategy is contingent upon approval of provisions contained in the Student Centered Funding Formula.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

(In Millions)

FY 2017-18 Revenues

Adopted Budget	$	184.25
Estimated Revenue Adjustments		
FY 2015-16 Additional Apportionment (Net)	$	0.32
FY 2016-17 Additional Apportionment (Net)		0.01
FY 2017-18 Additional Apportionment (Net)		0.59
Lottery		0.01
Other		(0.10)
Total Estimated Revenue Adjustments	$	0.83
Net Revenues	$	185.08

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

(In Millions)

FY 2017-18 Expenditures

Adopted Budget	$ 213.79
Estimated Budget Savings:	
Salaries and Benefits	$ 3.40
Supplies and Services*	27.00
Capital Outlay	0.23
Total Expenditure Budget Savings	$ 30.63
Net Expenditures	$ 183.16
Net Current Year Estimated Surplus	$ 1.92
Beginning Balance at July 1, 2017	43.12
Estimated Ending Balance at June 30, 2018*	$ 45.04
Estimated Ending Balance Percentage	19.74%

* Included in these balances is $15.41 million of one-time State Mandate Block Grant funds that were set-aside in FY 2017-18 for future years to mitigate revenue reductions and increasing costs for STRS, PERS and health insurance, and $5.33 million remaining from the $8.0 million Budget Savings Allocation provided to the District's entities.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

BUDGET PLANNING

FY 2018-19

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2018–19 Credit FTES Projections

Base FTES	29,644.90
Growth (System 1.00%; RCCD 1.09%)	324.53
Total Funded FTES	29,969.43
Unfunded FTES	555.36
FTES Target	30,524.79

FTES Production for FY 2018-19

Growth	324.53
Unfunded	555.36
Summer 2018 Shifted to FY 2017-18	199.89*
	879.89

* Actual FTES subsequent to the P1 reporting period is projected to be lower than the District's FTES Target by 199.89 FTES (projected by the Dean of Educational Services). The District Enrollment Management Committee will be discussing 199.89 FTES from Summer 2018 to FY 2017-18 to realize the planned apportionment revenue contained in the adopted budget. Summer shift strategy is contingent upon approval of provisions contained in the Student Centered Funding Formula.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

(In Millions)

FY 2018-19 Ongoing Revenue Budget

Beginning Revenue Budget	$	183.25
FY 2018-19 Apportionment:		
Student Centered Funding Formula - 1st Year Implmentation	$	15.34
Other		1.00
Total Ongoing Revenue Budget Adjustments	$	16.34
Total Ongoing Revenue Budget	$	199.59

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

(In Millions)

FY 2018-19 Ongoing Expenditure Budget

Beginning Expenditure Budget	$ 190.38
Compensation Adjustments:	
COLA (2.51%) + Contract for Full-time Salaries (2.00.%)	$ 4.97
COLA (2.51%) + Contract for Part-time Faculty Salaries (2.50%)	
+ Growth	0.65
Step/Column/Growth/Placement/Classification	1.00
Health Insurance	0.81
PERS (18.10%)	0.96
STRS (16.28%)	1.50

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

(In Millions)

FY 2018-19 Ongoing Expenditure Budget (continued)

New Full-Time Faculty Positions (12)		1.82
Election Cost		0.50
Contracts and Agreements		0.20
Utilities		0.20
Total Ongoing Expenditure Budget Adjustments	$	12.61
Total Ongoing Expenditure Budget	$	202.99
Net Ongoing Budget Shortfall	$	(3.40)

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

(In Millions)

FY 2018-19 One-Time Revenue Budget

Beginning Revenue Budget	$	1.00
Reversal of FY 2015-16 Apportionment Revenue in Excess of Entitlement		(0.22)
Reversal of FY 2017-18 Backfill for Lower than Estimated RDA Revenue		(0.78)
Total One-Time Revenue Budget	$	-

FY 2018-19 One-Time Expenditure Budget

Beginning Expenditure Budget	$	23.41
Reversal of FY 2017-18 Set-Aside for Future Operating Costs		(15.41)
FY 2018-19 Set-Aside for Future Operating Costs		16.36
Reversal FY 2017-18 Budget Savings Allocation		(7.50)
FY 2018-19 Remaining Budget Savings Allocation		5.33
Set-Aside for New ERP System		6.00
Total One-Time Expenditure Budget	$	28.19
Net One-Time Budget	$	(28.19)

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

(In Millions)

Summary

Net Ongoing Budget Shortfall	$	(3.40)
Net One-Time Budget		(28.19)
Total Difference	$	(31.59)
Estimated Beginning Balance at July 1, 2018		45.04
Total Available Funds	$	13.45
Less, 5% Ending Balance Target		(13.45)
Budget (Shortfall) Surplus	$	-

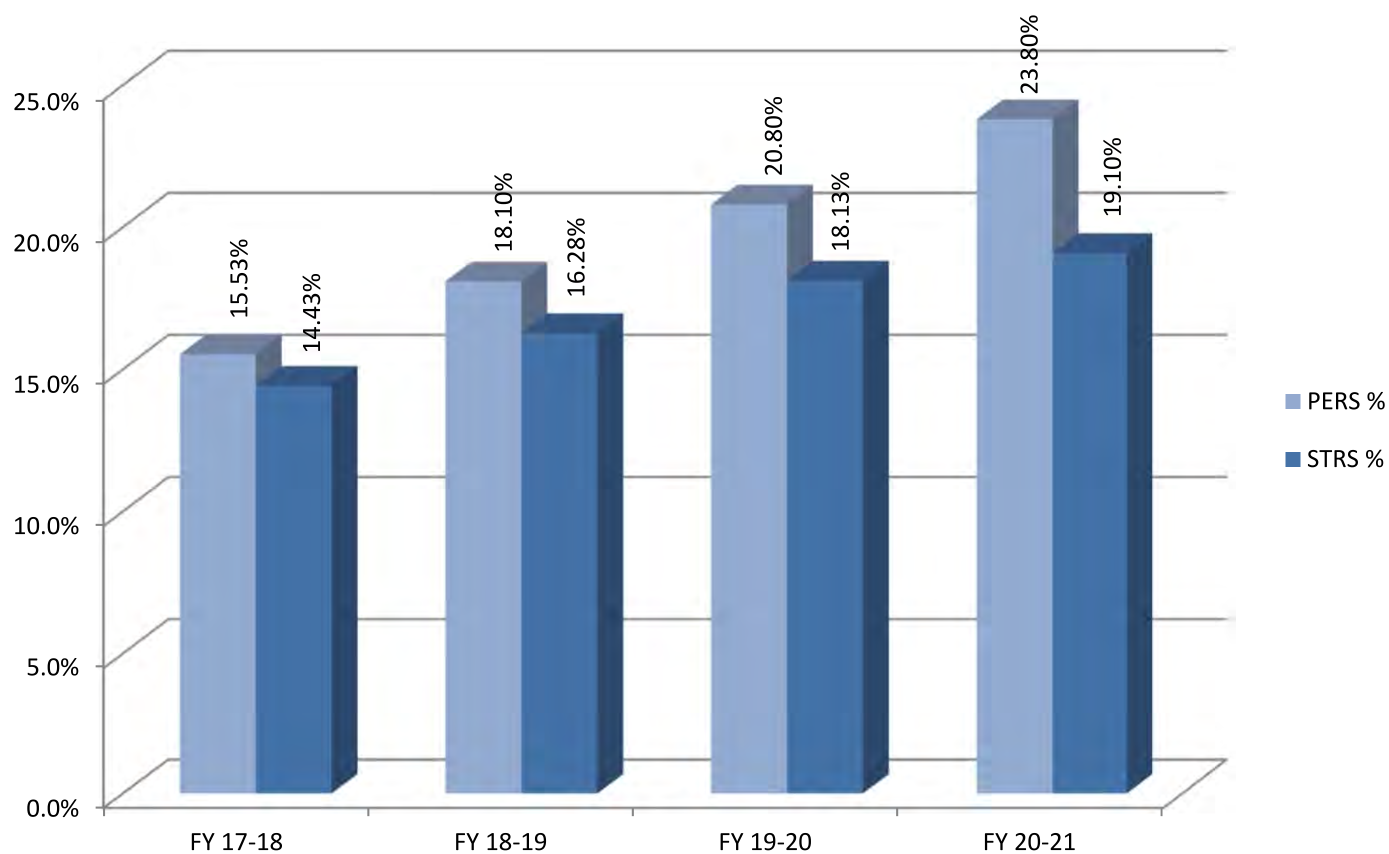
RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2018–19 Budget Planning Issues

- **Student Centered Funding Formula**
- **Proposition 51 – Public Schools Facilities Bond –** The voters passed this proposition in November 2016. The CCC share is $2.0 billion and was to be allocated to community college districts, with approved projects, over a three year term at $750 million per year. The Governor's Budget Proposal funds 15 continuing projects (life/safety) and 5 current projects (life/safety), totaling $44.9 million.
- **FY 2017-18 Results**
- **Health Insurance Renewals**
- **PERS & STRS –** (See subsequent pages)

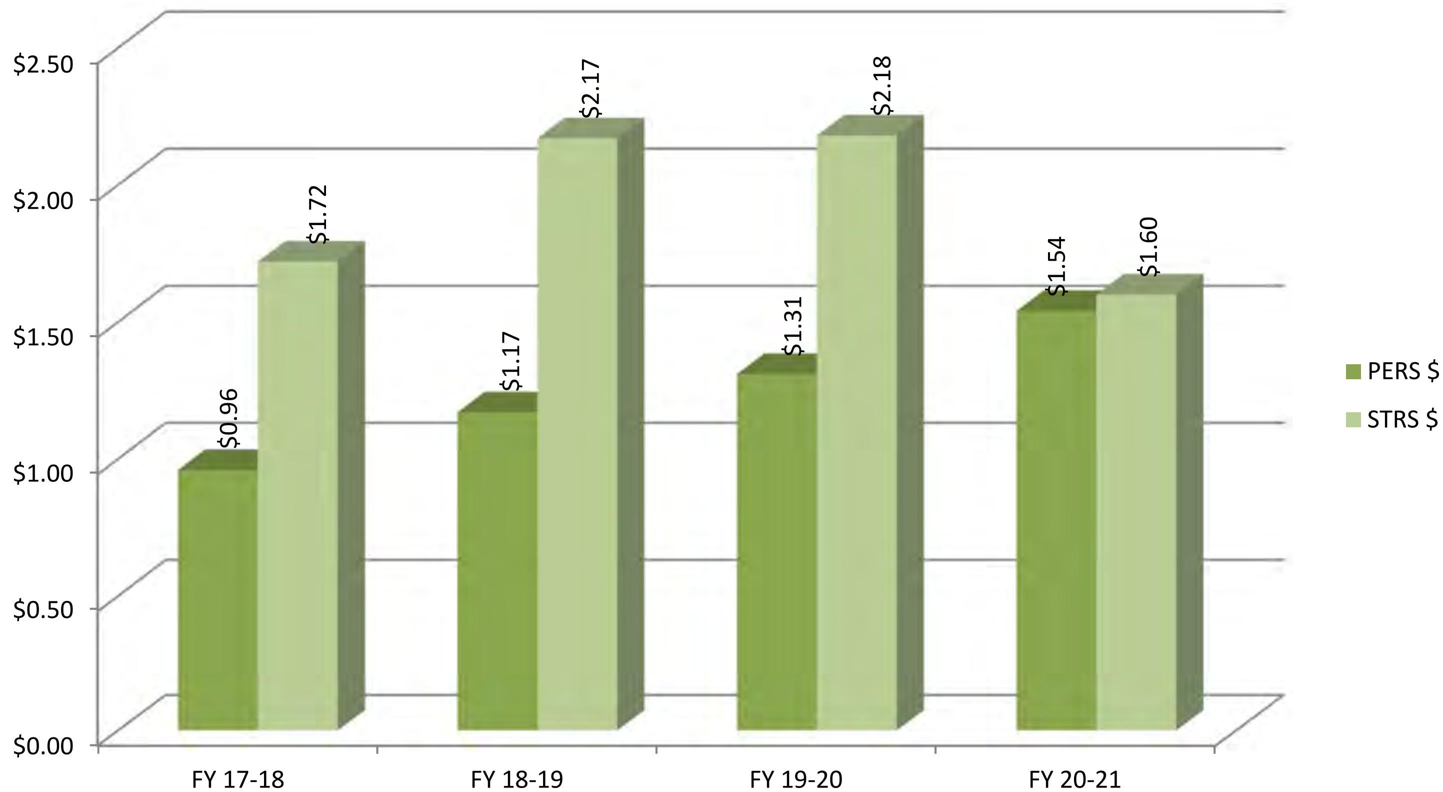
RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

PERS and STRS Projected % Rate Budget Increases



RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

PERS and STRS Projected $ Annual Budget Increases

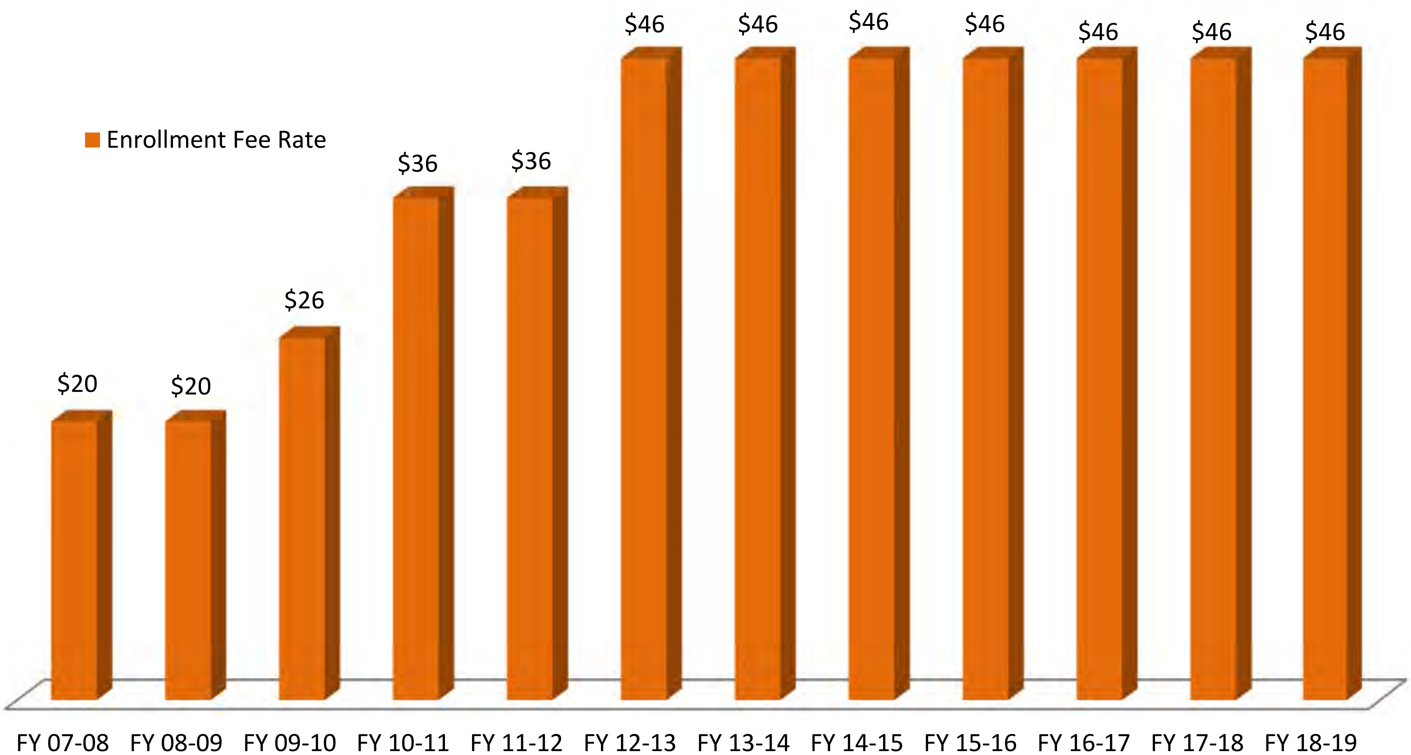


RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

RECENT BUDGET HISTORY

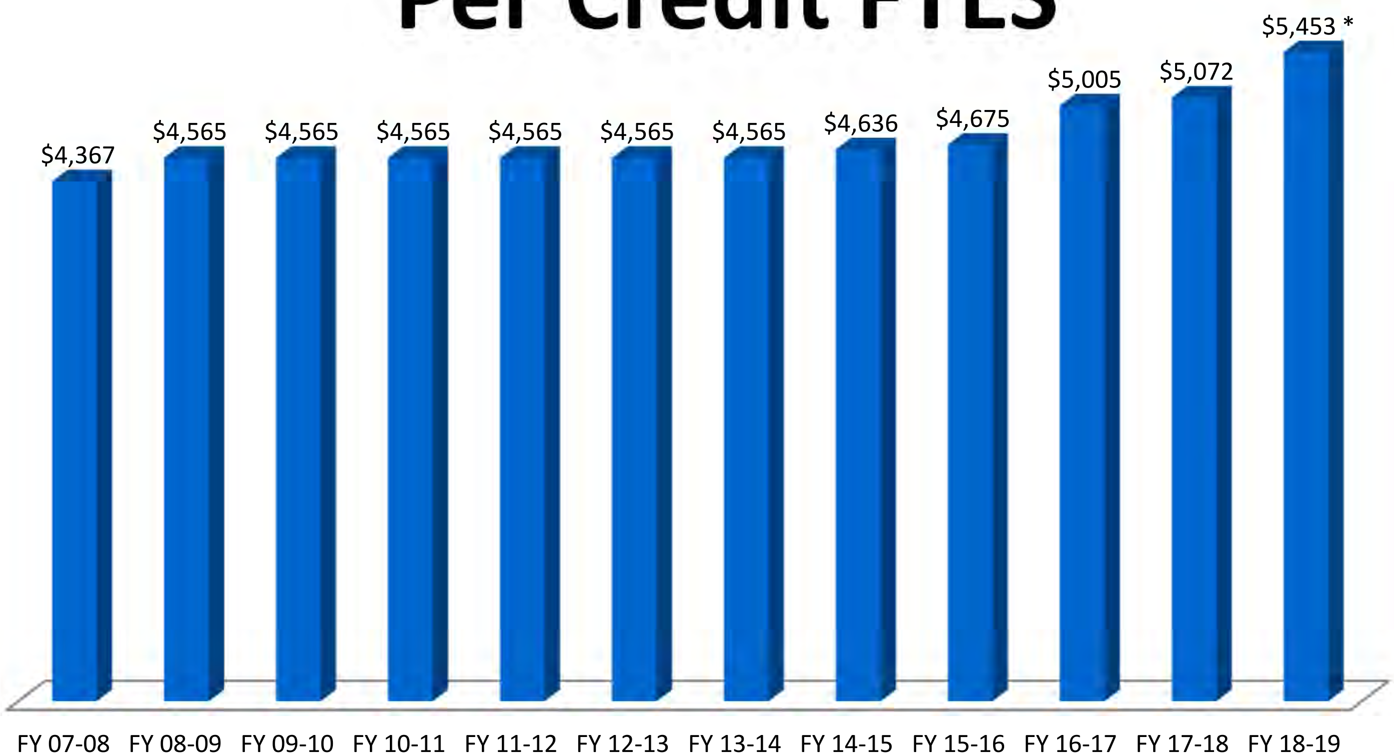
RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Enrollment Fee Rate Per Unit



RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

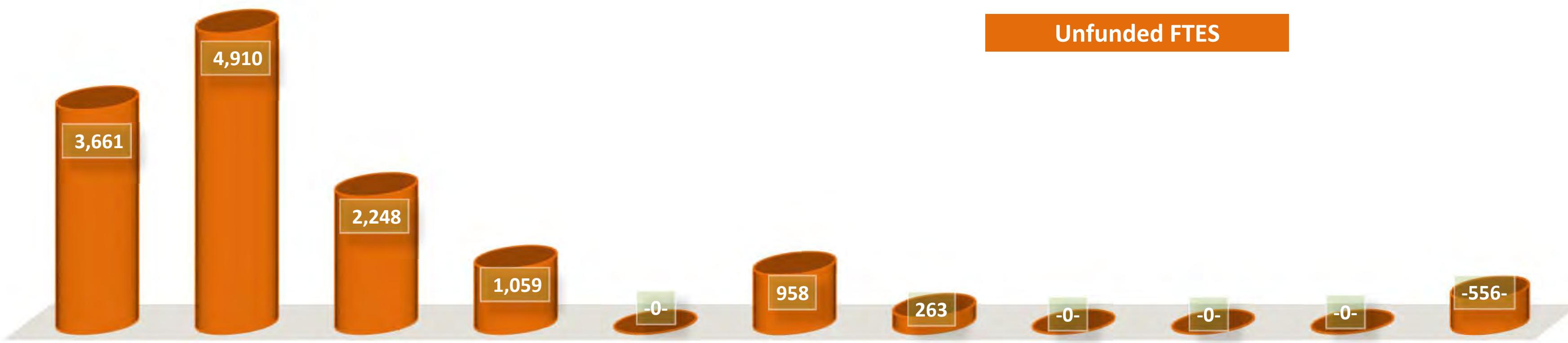
CCC Base Funding Rate Per Credit FTES



* The FY 2018-19 funding rate per credit FTES is estimated until adoption of the New Student Centered Funding Formula occurs. The rate will apply to enrollment and the metrics used for calculating the Supplemental and Student Success Incentive Grants.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

Credit FTES



FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17*	FY 17-18**	FY 18-19***	
27,010	26,051	26,785	24,738	25,052	25,649	27,240	28,599	29,659	29,644	29,969	Funded FTES
30,671	30,961	29,033	25,797	25,052	26,340	27,503	28,599	29,659	29,644	30,525	Actual FTES

* Based on P1 Recalculation

** Based on estimate from Dean of Educational Services as of March 13, 2018.

*** Based on the Governor's Budget Proposal and preliminary estimate of the District's ability to achieve the growth allocation.

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

FY 2018-2019
BUDGET DEVELOPMENT TIMELINE

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

- **March-May**
  - Legislative Hearings
- **May**
  - May Revise - Second week of May
  - Norco College Business & Facilities Planning Council Meeting – May 8, 2018
  - DBAC Meeting – May 11, 2018
  - Moreno Valley College Resource Subcommittee Meeting - May 16, 2018
  - Riverside City College Resource Development & Administrative Services Leadership Council - May 17, 2018
  - DSPC Meeting – May 18, 2018
  - Tentative RCCD Budget Completed
- **June**
  - Tentative RCCD Budget to Resources Committee - June 12, 2018
  - DSPC Meeting - Dark
  - Second Principal Apportionment Report
  - DBAC Meeting - June 1, 2018
  - Tentative RCCD Budget to Board of Trustees – June 19, 2018
  - State Budget Adoption by June 30, 2018

RCCD | RIVERSIDE COMMUNITY COLLEGE DISTRICT

- **July**
  - New Fiscal Year Begins - July 1, 2018
- **August**
  - State Budget Workshops/Advance Apportionment
  - RCCD Year-End Closing
  - DBAC Meeting - TBD
  - DSPC Meeting – August 17, 2018
  - Final RCCD Budget Completed
- **September**
  - Final RCCD Budget to Resources Committee – September 4, 2018
  - Final RCCD Budget to Board of Trustees - September 17, 2018

Agenda Item (VI-A)

Meeting	5/1/2018 - Committee
Agenda Item	Closed Session (VI-A)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	n/a
Recommended Action	To be Determined

Background Narrative:

None.

Prepared By: Wolde-Ab Isaac, Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

None.