



**Board of Trustees - Regular Meeting
Tuesday, January 17, 2017 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.

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

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, 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. APPROVAL OF MINUTES

- A. [Minutes of the Board of Trustees Regular/Committee Meeting of December 6, 2016](#)
Recommend approving the December 6, 2016 Board of Trustees Regular/Committee meeting minutes as prepared.
- B. [Minutes of the Board of Trustees Special Meeting of December 13, 2016](#)
Recommend approving the December 13, 2016 Board of Trustees Special meeting minutes as prepared.
- C. [Minutes of the Board of Trustees Regular Meeting of December 13, 2016](#)
Recommend approving the December 13, 2016 Board of Trustees Regular meeting minutes as prepared.

III. PUBLIC HEARING (NONE)

IV. CHANCELLOR'S REPORTS

- A. [Chancellor's Communications](#)
Information Only
- B. [Presentation on Family Educational Rights & Privacy Act \(FERPA\)](#)
Information Only

- C. [Healthcare Update](#)
Information Only
 - D. [Future Monthly Committee Agenda Planner and Annual Master Planning Calendar](#)
Information Only
- V. STUDENT REPORT
- A. [Student Report](#)
Information Only
- VI. CONSENT AGENDA ACTION
- A. Diversity/Human Resources
 - 1. [Academic Personnel](#)
Recommend approving/ratifying academic personnel actions.
 - 2. [Classified Personnel](#)
Recommend approving/ratifying classified personnel actions.
 - 3. [Other Personnel](#)
Recommend approving/ratifying other personnel actions.
 - B. District Business
 - 1. [Purchase Order and Warrant Report – All District Resources](#)
Recommend approving/ratifying the Purchase Orders and Purchase Order Additions totaling \$3,772,447 and District Warrant Claims totaling \$6,921,489.
 - 2. Budget Adjustments
 - a. [Budget Adjustments](#)
Recommend approving approve the budget transfers as presented.
 - 3. Resolution(s) to Amend Budget
 - a. [Resolution No. 33-16/17 – Small Business Development Center 2016 Carryover Grant](#)
Recommend adding the revenue and expenditures of \$10,000 to the budget.
 - b. [Resolution No. 34-16/17 – 2016-2017 Proposition 39 Clean Energy Grant](#)
Recommend adding the revenue and expenditures of \$114,209 to the budget.
 - c. [Resolution No. 35-16/17 – 2016-2017 California Apprenticeship Initiative Grant](#)
Recommend adding the revenue and expenditures of \$800,000 to the budget.
 - d. [Resolution No. 36-16/17 – 2016-2017 Completion Initiative Planning Grant](#)
Recommend adding the revenue and expenditures of \$100,000 to the budget.
 - 4. Contingency Budget Adjustments (None)
 - 5. Bid Awards (None)
 - 6. Grants, Contracts and Agreements
 - a. [Contracts and Agreements Report Less than \\$87,800 – All District Resources](#)
Recommend ratifying contracts totaling \$404,519 for the period of November 28, 2016 through December 31, 2016.
 - b. [Agreement CS-03461 for pre-service training to potential foster and relative caregivers with Riverside County Department of Public Social Services](#)

Recommend approving Agreement CS-03461 for the timeframe of January 1, 2017 through June 30, 2021 in the amount \$1,251,046.00.

- c. **Agreement for Information Technology Support Services Related to the Galaxy System with Riverside County Superintendent of Schools**
Recommend approving the agreement between Riverside Community College District and the Riverside County Superintendent of Schools in the amount of \$165,000.

7. **Out-of-State Travel**

Recommend approving out-of-state travel.

8. **Other Items**

- a. **2017-2018 Nonresident Tuition and Capital Outlay Surcharge Fees**
Recommend adopting a nonresident tuition Fee rate of \$234 per unit and a capital outlay surcharge fee rate of \$67 per unit for FY 2017-2018; and direct staff to promulgate these charges via the 2017-2018 catalog, schedule of classes, and other appropriate materials.
- b. **Surplus Property**
Recommend (by unanimous vote) declare the property on the attached list to be surplus; (2) find the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.
- c. **Notices of Completion**
Recommend accepting the projects listed on the attachment as complete, and approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).

VII. **CONSENT AGENDA INFORMATION**

- A. **Monthly Financial Report for Month Ending – December 31, 2016**
Information Only

VIII. **BOARD COMMITTEE REPORTS**

- A. **Governance**
 - 1. **Board Policy for Second Reading and Approval**
Recommend approving Board Policies 1100, 2010, 2710, 4020, 4220, 5140, 6700, 7335, 7340 and 7700.
- B. **Teaching and Learning**
 - 1. **Proposed Curricular Changes**
Recommend approving the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.
- C. **Planning and Operations (None)**
- D. **Resources (None)**
- E. **Facilities**
 - 1. **Change Order No. 2 for the Culinary Arts Academy and District Offices Project with Preferred Ceilings, Inc.**

Recommend approving project Change Order No. 2 with Preferred Ceilings, Inc. in the amount of \$6,850.60; and the change order in excess of ten percent by a total of \$3,505.50.

2. [Change Order No. 7 for the Henry W. Coil Sr., and Alice Edna Coil School for the Arts Project with Inland Building Construction Companies, Inc.](#)

Recommend approving project Change Order No. 7 with Inland Building Construction Companies, Inc. in the amount of \$122,690.06; and the change order in excess of ten percent by a total of \$62,790.12.

3. [Change Order No. 9 for the Culinary Arts Academy and District Offices Project with Inland Building Construction Companies, Inc.](#)

Recommend approving project Change Order No. 9 with Inland Building Construction Companies, Inc. in the amount of \$7,922.73; and the change order in excess of ten percent by a total of \$179,170.47.

4. [Change Order No. 10 for the Culinary Arts Academy and District Offices Project with J.M. Farnan Co., Inc.](#)

Recommend approving project Change Order No. 10 with J.M. Farnan Co., Inc. in the amount of \$3,850; and the change order in excess of ten percent by a total of \$17,829.84

5. [Change Order No. 13 for the Culinary Arts Academy and District Offices Project with Neal Electric](#)

Recommend approving project Change Order No. 13 with Neal Electric in the amount of \$4,323.99; and the change order in excess of ten percent by a total of \$238,113.29.

IX. ADMINISTRATIVE REPORTS

A. Vice Chancellors

1. [Travel Management Software with Concur Technologies, utilizing the CSU San Bernardino Awarded Agreement and Travel Agency Services utilizing the State of California, Department of General Services \(DGS\) Awarded Agreement](#)

Recommend approving the travel management software with Concur Technologies, Inc., utilizing the CSU San Bernardino awarded agreement and travel agency services with CalTravelStore utilizing the Department of General Services (DGS) awarded agreement.

B. Presidents

X. ACADEMIC SENATE REPORTS

A. Moreno Valley College

B. Norco College

C. Riverside City College/Riverside Community College District

- XI. BARGAINING UNIT REPORTS
 - A. CTA - California Teachers Association
 - B. CSEA - California School Employees Association
- XII. BUSINESS FROM BOARD MEMBERS
 - A. [Update from Members of the Board of Trustees on Business of the Board](#)
Information Only
- XIII. CLOSED SESSION
 - A. [Conference with Legal Counsel - Existing Litigation \[CA Government Code Section 54956.9\(a\)\] - Riverside Community College District v. Advanced Partitions dba Advanced Systems](#)
- XIV. ADJOURNMENT

Agenda Item (II-A)

Meeting	1/17/2017 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of December 6, 2016
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the December 6, 2016 Board of Trustees Regular/Committee meeting minutes as prepared.

Prepared By: Michael Burke, Ph.D., Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

[120616_MIN](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR
AND COMMITTEE MEETINGS OF THE GOVERNANCE,
TEACHING AND LEARNING, PLANNING AND OPERATIONS,
RESOURCES AND FACILITIES COMMITTEES
OF DECEMBER 6, 2016

President Blumenthal called the Board of Trustees meeting to order at 6:00 p.m. in the District Office, Board Room, 3801 Market Street, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President
Tracey Vackar, Secretary
Janet Green, Board Member
Bill Hedrick, Board Member

Absent:

Mary Figueroa, Board Member
Sammie Ayoub, Student Trustee

Staff Present

Michael L. Burke, Ph.D., Chancellor
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services
Dr. Terri Hampton, Vice Chancellor, Human Resources and Employee Relations
Ms. Chris Carlson, Chief of Staff and Facilities Development
Dr. Dyrell Foster, Vice President, Student Services, Moreno Valley College
Dr. Monica Green, Interim President, Norco College
Dr. Wolde-Ab Isaac, President, Riverside Community College
Mr. Patrick Pyle, General Counsel

Guests Present

Mr. Ryan Milligan, Vavrinek, Trine, Day and Company, LLP

Trustee Hedrick led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

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

MOTION TO EXCUSE TRUSTEE'S ABSENCE

Dr. Haghghat commented on the CTA meeting with RCCD; inclusive of DACA (Deferred Action for Childhood arrivals) and health care issues.

COMMENTS FROM THE PUBLIC

The Committee Chair Virginia Blumenthal convened the meeting at 6:08 p.m. Committee members in attendance: Michael L. Burke, Ph.D., Chancellor; Academic Senate Representatives: Ms. LaTonya Parker (Moreno Valley College), Ms. Peggy Campo (Norco College), and Dr. Mark Sellick (Riverside City College/RCCD); CTA Representative: Christopher Rocco; and Management Association Representative: Miriam L. Carrillo

GOVERNANCE

Mr. Pyle reviewed Board Policies 1100, 2010, 2710, 4020, 4220, 5140, 6700, 7335, 7340 and 7700 that will be presented to the Board for first reading at the December 13 regular Board meeting. Discussion followed.

Board Policies for First Reading

The committee adjourned the meeting at 6:13 p.m.

Adjourned

The Committee Chair Tracey Vackar convened the meeting at 6:14 p.m. Committee members in attendance: Michael L. Burke, Ph.D., Chancellor; Academic Senate Representatives: Ms. LaTonya Parker (Moreno Valley College), Ms. Peggy Campo (Norco College) and Dr. Mark Sellick (Riverside City College/RCCD); CTA Representative: Christopher Rocco and Management Association Representative: Miriam L. Carrillo

TEACHING AND LEARNING
COMMITTEE

Dr. Burke led the committee review of the curricular changes for inclusion in the catalog and in the schedule of class offerings that will be presented to the Board for approval at the December 13 regular meeting. Discussion followed.

Proposed Curricular Changes

Dr. Burke led the committee review of the Proposed 2017-2018 Academic Calendar that will be presented to the Board for approval at the December 13 regular meeting. Discussion followed.

Proposed 2017-2018 Academic
Calendar

The committee adjourned the meeting at 6:16 p.m.

Adjourned

The Committee Chair Janet Green convened the meeting at 6:17 p.m. Committee members in attendance: Mr. Aaron Brown, Vice Chancellor, Business and Financial Services; Dr. Terri Hampton, Vice Chancellor, Human Resources and Employees Relations; Academic Senate Representatives; Ms. LaTonya Parker (Moreno Valley College), Ms. Peggy Campo (Norco College) Dr. Mark Sellick (Riverside City College/RCCD); CTA Representative: Christopher Rocco and Management Association Representative: Miriam L. Carrillo

RESOURCES COMMITTEE

Mr. Milligan presented the Committee with the 2015-2016 Independent Audit Report for the Riverside Community College District. Discussion followed.

2015-2016 Independent Audit
Report for the Riverside
Community College District

Dr. Hampton facilitated a presentation on the Title 5 Equal Employment Opportunity Plan. Discussion followed.

Title 5 Equal Employment
Opportunity Plan

The Committee adjourned the meeting at 6:49 p.m.

Adjourned

The Committee Chair Virginia Blumenthal convened the meeting at 6:50 p.m. Committee members in attendance: Chris Carlson, Chief of Staff and Facilities Development; Academic Senate Representatives: Ms. LaTonya Parker (Moreno Valley College), Ms. Peggy Campo (Norco College) and Dr. Mark Sellick (Riverside City College/RCCD); CTA Representative: Christopher Rocco and Management Association Representative: Miriam L. Carrillo

FACILITIES COMMITTEE

Ms. Carlson presented the committee with the agreement for Professional Design Services for demolition of the O.W. Noble Administration Building and subsequent construction of a surface parking lot at Riverside City College with GHD Inc. in the amount not to exceed \$144,422 that will be considered by the Board for approval at the December 13 regular Board meeting. Trustees noted the need to review the names policy. Discussion followed.

Agreement for Professional Design Services for Demolition of the O.W. Noble Administration Building and Surface Parking Lot Construction with GHD Inc.

Ms. Carlson presented the committee with the agreement for professional services for a Feasibility Study for the Student Services Building at Moreno Valley College with Hill Partnership, Inc. in the amount not to exceed \$57,950 that will be considered by the Board for approval at the December 13 regular Board meeting. Discussion followed.

Professional Services Agreement for Feasibility Study for Student Services Building with Hill Partnership, Inc.

Ms. Carlson presented the committee with Change Orders No. 7 with Inland Building Construction Companies, Inc. in the amount of \$222.55; and project Change Order No. 8 with Inland Building Construction Companies, Inc. in the amount of \$69,532.00; and the change order in excess of ten percent by a total of \$171,247.74 that will be considered by the Board for approval at the December 13 regular Board meeting. Discussion followed.

Change Orders No. 7 and 8 for the Culinary Arts Academy and District Offices Project with Inland Building Construction Companies, Inc.

Ms. Carlson presented the committee with Project Change Order No. 12 with Neal Electric in the amount of \$8,954.60; and the change order in excess of ten percent of \$233,789.30 that will be considered by the Board for approval at the December 13 regular Board meeting. Discussion followed.

Change Order No. 12 for the Culinary Arts Academy and District Offices with Neal Electric

Ms. Carlson presented the committee with the request for retention reduction from five percent to two and one half percent by Inland Building Construction Companies, Inc. for the Culinary Arts Academy/District Office Building and Coil School for the Arts Building construction projects that will be considered by the Board for approval at the December 13 regular Board meeting. Discussion followed.

Retention Reduction for the Culinary Arts Academy/District Office Building and Coil School for the Arts Building Projects with Inland Building Construction Companies, Inc.

The committee adjourned the meeting at 7:06 p.m.

Adjourned

The Board adjourned the meeting at 7:07 p.m.

ADJOURNMENT

Agenda Item (II-B)

Meeting	1/17/2017 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Special Meeting of December 13, 2016
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the December 13, 2016 Board of Trustees Special meeting minutes as prepared.

Prepared By: Michael Burke, Ph.D., Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

[121316_MIN](#)

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF DECEMBER 13, 2016

President Blumenthal called the Board of Trustees meeting to order at 5:45 p.m., in the District Office, Board Room, 3801 Market Street, Riverside, California

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President
Tracy Vackar, Secretary
Mary Figueroa, Board Member
Janet Green, Board Member
Bill Hedrick, Board Member
Sammie Ayoub, Student Trustee (Arrived at 5:51 pm)

Staff Present

Michael L. Burke, Ph.D., Chancellor
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services
Dr. Terri Hampton, Vice Chancellor, Human Resources and Employee Relations
Ms. Chris Carlson, Chief of Staff and Facilities Development
Dr. Irving Hendrick, Interim President, Moreno Valley College
Dr. Monica Green, Interim President, Norco College
Dr. Wolde-Ab Isaac, President, Riverside City College

President Blumenthal turned the gavel over to Chancellor Burke who presided over the election of the President of the Board.

ORGANIZATIONAL MEETING

Vackar/Green nominated Trustee Blumenthal for President of the Board of Trustees. Motion carried by roll call vote. (5 ayes)

Election of President

Green/Blumenthal nominated Trustee Vackar for Vice President of the Board of Trustees. Motion carried by roll call vote. (5 ayes)

Election of Vice President

Figueroa nominated Trustee Hedrick as Secretary of the Board of Trustees. Nomination failed due to lack of second.

Election of Secretary

Blumenthal/Vackar nominated Trustee Green as Secretary of the Board of Trustees. Motion carried by roll call vote. (5 ayes)

Green/Blumenthal moved that the Board of Trustees select Board of Trustees Regular/Committee and Regular meetings held in the District Office, Board Room, located at 3801 Market Street, Riverside, with a 6:00 p.m. start

Selection of Day, Time and Place of Board and Committee Meetings

time.

Regular/Committee meetings taking place on the first Tuesday of each month; and, Regular meetings taking place on the third Tuesday of each month.

However, the January and June Regular/Committee meetings will take place on January 10, 2017, and June 13, 2017, and the December Regular meeting on December 12, 2017. Motion carried by roll call vote. (5 ayes)

President Blumenthal made the following appointments to committees and associations:

Board Association and Board
Committee Appointments

Appointments to Committees: Trustee Blumenthal - Governance Committee chair; Trustee Figueroa - Planning and Operations Committee chair; Trustee Green – Resources Committee chair; Trustee Vackar – Teaching and Learning Committee chair; and Trustee Hedrick – Facilities Committee chair.

Appointments to Associations: Trustees Figueroa and Green – Association of Community College Trustees Liaison; Trustees Vackar and Hedrick – Association of Governing Board of Universities and Colleges Liaisons; Trustees Figueroa and Green - California Community College Trustees/Community College League of California Liaisons; Trustee Figueroa – Latino Trustees Association Liaison; Trustee Figueroa – Inland Valleys Trustees and CEO Association Liaison; Trustee Blumenthal - African-American Organizations Liaison Riverside Branch – NAACP; Trustee Hedrick – Greater Corona Hispanic Chamber of Commerce; Trustee Vackar - Moreno Valley Hispanic Chamber of Commerce; Trustee Figueroa - Riverside Hispanic Chamber of Commerce; Trustees Hedrick and Green – Corona Chamber of Commerce; Trustee Vackar – Moreno Valley Chamber of Commerce; Trustee Hedrick – Norco Chamber of Commerce; Trustee Blumenthal - Riverside Chamber of Commerce; Trustee Hedrick – Eastvale Chamber of Commerce; Trustee Vackar– Riverside County School Board Association Liaison; Trustee Green – Riverside County Committee on School District

Organization Liaison.

The Board adjourned the meeting at 5:57 p.m.

ADJOURNMENT

Agenda Item (II-C)

Meeting	1/17/2017 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Regular Meeting of December 13, 2016
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the December 13, 2016 Board of Trustees Regular meeting minutes as prepared.

Prepared By: Michael Burke, Ph.D., Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

[121316_MIN](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF DECEMBER 13, 2016

President Blumenthal called the Board of Trustees meeting to order at 6:00 p.m. in the District Office, Board Room, 3801 Market Street, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President
Tracey Vackar, Vice President
Janet Green, Secretary
Mary Figueroa, Board Member
Bill Hedrick, Board Member
Sammie Ayoub, Student Trustee (Left at 6:29 p.m.)

Staff Present

Michael L. Burke, Ph.D., Chancellor
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services
Dr. Terri Hampton, Vice Chancellor, Human Resource and Employee Relations
Ms. Chris Carlson, Chief of Staff and Facilities Development
Dr. Irving Hendrick, Interim President, Moreno Valley College
Dr. Monica Green, Interim President, Norco College
Dr. Wolde-Ab Isaac, President, Riverside City College
Ms. LaTonya Parker, Academic Senate Representative, Moreno Valley College
Ms. Peggy Campo, Academic Senate Representative, Norco College
Dr. Mark Sellick, Academic Senate Representative, District/Riverside City College
Ms. Launa Wilson, Executive Director of Riverside Community College District Foundation
Dr. James Banks, Associate Professor, Human Services, Moreno Valley College

Launa Wilson led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Vackar/Green moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of November 1, 2016. Motion carried.
(4 ayes, 1 abstained [Hedrick])

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF NOVEMBER 1, 2016

Green/Vackar moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of November 15, 2016. Motion carried. (4 ayes, 1 abstained [Hedrick])

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF NOVEMBER 15, 2016

CHANCELLOR'S REPORTS

Dr. Burke presented the Fall 2016 Scholarship Award to Student Trustee, Sammie Ayoub as the student trustee of Riverside Community College District.

Presentation of Student Trustee Scholarship Award for Fall 2016

Dr. Banks presented a report on the Human Services Program at Moreno Valley College. The

Five to Thrive Human Services Program and the Community

program prepares students for careers in social services and assists them in transferring to four year colleges. The program has received several awards for their dedication and services to the community and its residents.

Impact of Service Learning Presentation

Dr. Hampton reported since November, there are six (6) open claims. Keenan & Associates is working with the District to resolve these cases.

Healthcare Update

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

Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

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

STUDENT REPORT

CONSENT ITEMS

Action

Green/Vackar moved that the Board of Trustees:

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

Academic Personnel

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

Classified Personnel

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

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,206,577 and District Warrant Claims totaling \$5,795,308;

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as presented;

Budget Adjustments

Approve adding the revenue and expenditures of \$1,264,329 to the budget;

Resolution No. 27-16/17 – 2016-2017 Student Success and Support Program

Approve adding the revenue and

Resolution No. 28-16/17 – 2016-

expenditures of \$60,000 to the budget;	2017 Foster Youth Support Services
Approve adding the revenue and expenditures of \$8,000 to the budget;	Resolution No. 29-16/17 – 2016 – 2017 Non-Traditional Employment for Women Grant
Approve adding the revenue and expenditures of \$860,977 to the budget;	Resolution No. 30-16/17 – 2016 – 2017 Disabled Students Programs and Services (DSPS)
Approve adding the revenue and expenditures of \$100,000 to the budget;	Resolution No. 31-16/17 – 2016 – 2017 Deputy Sector Navigator Program
Approve adding the revenue and expenditures of \$30,000 to the budget;	Resolution No. 32-16/17 – 2016-2017 Innovation in Higher Education Planning Grant
Approve awarding Bid Number 2016/17-01, District-Wide Phase 2 Security Improvements in the total amount of \$225,195 to Apple Valley Communications, Inc.	Bid Award for District-Wide Phase 2 Security Improvements Project
Ratify contracts totaling \$706,940 for the period November 1, 2016 through November 27, 2016;	Contracts and Agreements Report Less than \$87,800 – All District Resources
Approve the Fifth Amendment for the Spruce Street Culinary Location with Blue Mountain Two L.P. during required building renovations through April 30, 2017, not to exceed \$146,616.48;	Contract Agreement for Culinary Lease Extension with Blue Mountain Two L.P.
Approve the agreement for Architectural Services for the ADA Barrier Identification and Remediation Project for Riverside City College with Westberg+White Architecture in the amount not to exceed \$231,478;	Architectural Services Agreement for ADA Barrier Identification and Remediation Project at Riverside City College with Westberg+White Architecture
Approve out-of-state travel;	Out-of-State Travel
Authorize each Trustee and designated District administrators to sign vendor warrant orders, salary payment orders, notices of employment, bank checks, investment and brokerage accounts, purchase orders, change orders, and grant documents;	Signature Authorization

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

Surplus Property

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

Notice of Completion

Motion carried. (5 ayes)

The Board received the monthly financial status report for the month ending November 30, 2016.

Information

Monthly Financial Report for Month Ending – November 30, 2016

BOARD COMMITTEE REPORTS

Governance

Blumenthal/Vackar moved that the Board of Trustees approve the first reading of Board Policies 1100, 2010, 2710, 4020, 4220, 5140, 6700, 7335, 7340 and 7700. Motion carried. (4 ayes, 1 absent [Green])

Board Policies for First Reading

Blumenthal/Vackar moved that the Board of Trustees approve Board Policy 5030 – Student Fees. Motion carried. (4 ayes, 1 absent [Green])

Board Policy for Second Reading and Approval

Resources

Green/Vackar moved that the Board of Trustees approve the Riverside Community College District's independent audit report for the year ending June 30, 2016 for the permanent file of the District. Motion carried. (5 ayes)

2015-2016 Independent Audit Report for the Riverside Community College District

Green/Vackar moved that the Board of Trustees approve the Title 5 Equal Employment Opportunity Plan. Motion carried. (5 ayes)

Title 5 Equal Employment Opportunity Plan

Facilities

Hedrick/Vackar moved that the Board of Trustees approve the agreement for O.W. Noble Administration Building and subsequent construction of a surface parking lot at Riverside City College with GHD, Inc. in the amount not to exceed \$144,422. Board noted need to review Naming Policy relative to Faculty. Motion carried (4 ayes, 1 absent [Green])

Hedrick/Vackar moved that the Board of Trustees approve the agreement for professional services for a Feasibility Study for the Student Services Building at Moreno Valley College with Hill Partnership, Inc. in the amount not to exceed \$57,950. Motion carried (5 ayes)

Hedrick/Green moved that the Board of Trustees approve Change Orders No. 7 and No. 8 for the Culinary Arts Academy and District Offices Project with Inland Building Construction Companies, Inc. Motion carried (5 ayes)

Hedrick/Vackar moved that the Board of Trustees approve Change Order No. 12 for the Culinary Arts Academy and District Offices Project with Neal Electric. Motion carried (5 ayes)

Hedrick/Vackar moved that the Board of Trustees approve the request for retention reduction from five percent to two and one half percent by Inland Building Construction Companies, Inc. for the Culinary Arts Academy/District Office Building and Coil School for the Arts Building construction projects. Motion carried. (5 ayes)

Agreement for Professional Design Services for Demolition of the O.W. Noble Administration Building and Surface Parking Lot Construction with GHD, Inc.

Professional Services Agreement for Feasibility Study for Student Services Building with Hill Partnership, Inc.

Change Orders No. 7 and No. 8 for the Culinary Arts Academy and District Offices Project with Inland Building Construction Companies, Inc.

Change Order No. 12 for the Culinary Arts Academy and District Offices Project with Neal Electric

Retention Reduction for the Culinary Arts Academy/District Office Building and Coil School for the Arts Building Projects with Inland Building Construction Companies, Inc.

ADMINISTRATIVE REPORTS

Vice Chancellors

Green/Blumenthal moved that the Board of Trustees approve the agreement to conduct a Classification and Salary Survey for represented Classified and Confidential employees with Koff Associates in the amount of \$214,920. Motion carried. (5 ayes)

Agreement to Conduct a Classification and Compensation Study for Classified Represented and Confidential Employees with Koff and Associates

Dr. Hendrick, Interim President, Moreno Valley College, Dr. Green, Interim President, Norco College and Dr. Isaac, President, Riverside City College updated the Board on the upcoming events and activities occurring at their colleges.

Presidents

ACADEMIC SENATE REPORTS

Ms. LaTonya Parker presented the report on behalf of Moreno Valley College.

Moreno Valley College

Ms. Peggy Campo presented the report on behalf of Norco College.

Norco College

Dr. Mark Sellick presented the report on behalf of Riverside City College and the District.

Riverside City College/District

BARGAINING UNIT REPORTS

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

CTA – California Teachers Association

BUSINESS FROM BOARD MEMBERS

Trustee Green elected not to provide an update.

Update from Members of the Board of Trustees on Business of the Board

Trustee Figueroa thanked Moreno Valley College and Norco College for their invite to participate in their post-election forum; commented on the new incoming federal government administration and immigration policy affecting students.

Trustee Hedrick thanked everyone for their kindness and hospitality; commented on how the district can support our undocumented students; shared events he attended.

Trustee Vackar echoed the same concerns regarding our students and immigration; suggesting a study before meeting with federal legislators in Washington DC in February; she thanked the students from Moreno Valley College for their service and dedication to the Service Learning Program.

Trustee Blumenthal shared her thoughts on the immigration issue; welcomed Trustee Hedrick to the Board; wished everyone a Merry Christmas and Happy Hanukkah.

The Board adjourned to closed session at 8:19 p.m., and reconvened at 9:08 p.m. after considering the

ADJOURNED TO CLOSED SESSION/RECONVENED

following closed session items:

Blumenthal/Hedrick moved that the Board of Trustees assign three disciplinary appeals (two suspensions and one termination) to a third party hearing officer pursuant to Article III of the CBA between the District and CSEA. Motion carried (5 ayes)

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

The Board took no action, thus allowing the original decision to stand.

Pursuant to Government Code Section 54956.86, Charge of Complaint Involving Information Protected by Federal Law

The Board adjourned the meeting at 9:09 p.m.

Agenda Item (IV-A)

Meeting 1/17/2017 - Regular

Agenda Item Chancellor's Reports (IV-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: Michael Burke, Ph.D., Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

None.

Agenda Item (IV-B)

Meeting 1/17/2017 - Regular

Agenda Item Chancellor's Reports (IV-B)

Subject Presentation on Family Educational Rights & Privacy Act (FERPA)

College/District District

Information Only

Background Narrative:

Patrick Pyle, General Counsel will share general information to the Board of Trustees on FERPA - Family Educational Rights & Privacy Act.

Prepared By: Michael Burke, Ph.D., Chancellor
Patrick Pyle, General Counsel

Attachments:

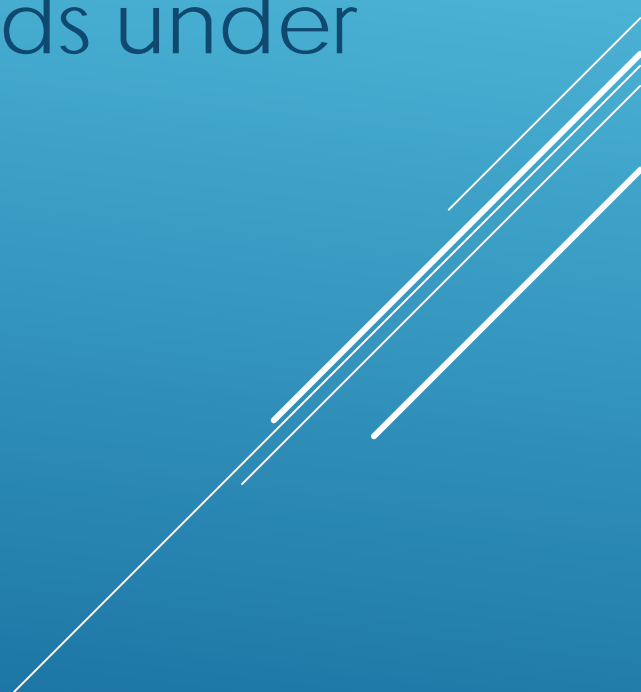
[FERPA Presentation
BP 5040](#)

AN OVERVIEW OF FERPA AND THE PROTECTION OF STUDENT INFORMATION AT RCCCD

Patrick Pyle

General Counsel


The Family Educational Rights and Privacy Act (FERPA) [Title 34, Part 99] is the primary federal law that protects student education records, and applies to any institution that receives funds under any program administered by the U.S. Department of Education.

The image features a solid blue background. In the bottom right corner, there are several white, parallel diagonal lines that create a sense of motion or a modern design element.

FERPA defines “education records” as “those records, files, documents and other materials which

- contain information directly related to a student; and
- are maintained by an educational agency or institution or by a person acting for such agency or institution.”


Excluded from the definition of education records:

- “sole possession” records made by faculty and staff for their own use as reference or memory aid and not shared with others;
 - personal observations;
 - institutional law enforcement records;
 - peer-graded papers and exams prior to the grade being recorded;
 - alumni records.
- 

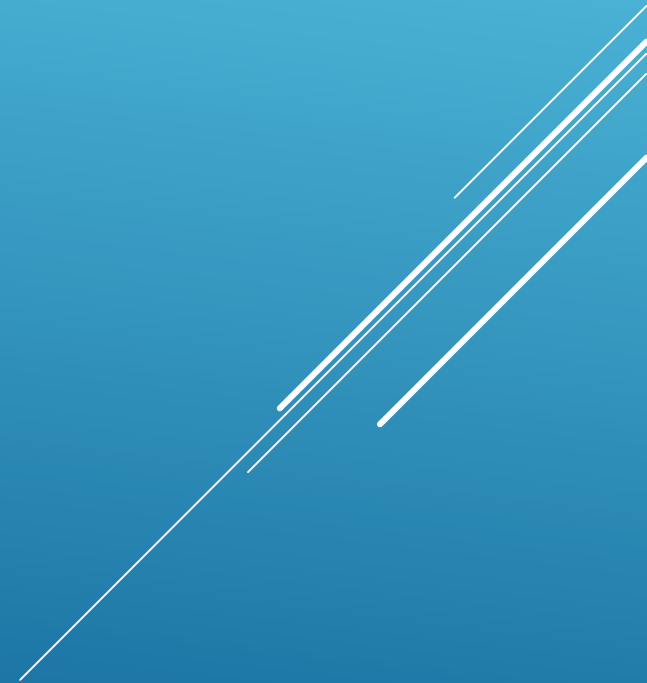
FERPA gives students four basic rights regarding their education record;

- to control disclosure of their education record;
- to review their education record;
- to request amendment of inaccurate portions of their record;
- to file a complaint regarding non-compliance with FERPA.

FERPA generally provides that before an institution may disclose a student's education records, it must first obtain written consent to do so from the student. There are, however, 16 exceptions to the general rule.




Important Exceptions Include:



1) Directory Information

Directory information is that information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy.


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RCCD defines “directory information” in Board Policy 5040 to include:


- Student name
 - Enrollment Status
 - Major Field of Study
 - Participation in Officially Recognized Activities & Sports
 - Dates of Attendance
 - Degrees and Awards Received
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted diagonally from the bottom right towards the top right, set against the blue background.

2) Health or Safety Emergency

In a valid health or safety emergency, an institution can release student information without prior written consent. Such information, however, must be “necessary” to protect the health or safety of the student or others.

A decorative graphic consisting of several parallel white lines of varying lengths, slanted diagonally from the bottom right towards the top right, set against the blue background.

Congress intended this exception to be “strictly construed”, so any student information released must be “narrowly tailored” considering the immediacy, magnitude, and specificity of the emergency. There is no blanket release.

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3) Ex Parte Orders

An ex parte order is one issued by a court of competent jurisdiction without notice to the other party. Under FERPA, this must be connected to the investigation or prosecution of terrorism crimes as specified in the U.S. Code (things like assassinations, hostage taking, destruction of infrastructure, etc.)

4) Lawfully Issued Subpoenas and Court Orders


There are three contexts where this exception to the need for student consent to release education records applies

A] Grand Jury Subpoenas

A Federal Grand Jury may order an institution not to disclose the existence or contents of the subpoena or the institution's response.


B] Law Enforcement Subpoenas

An issuing court or agency may order the institution not to disclose the existence or contents of the subpoena. In the case of an agency subpoena, the educational institution has the option of requesting a copy of the “good cause” determination that was necessary to secure the subpoena.

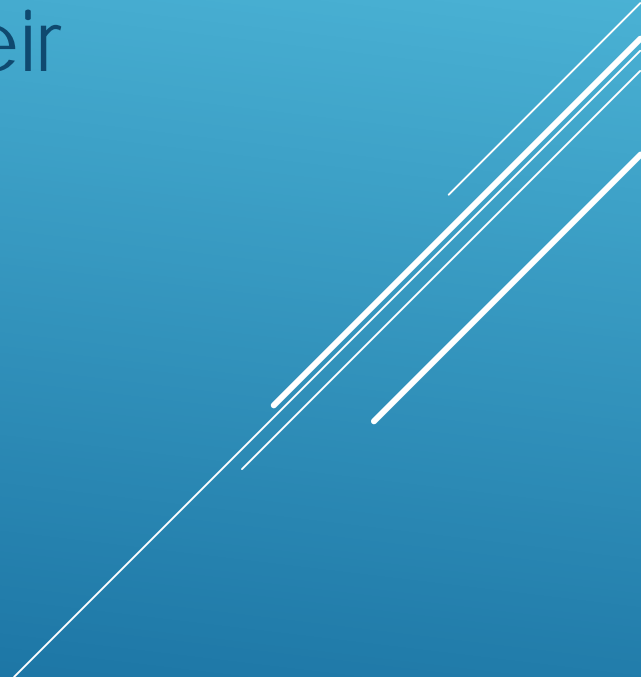
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C] All Other Subpoenas


In all other instances, information requested by subpoena can be released only if the institution has made reasonable effort to notify the student in advance so the student may seek protective action such as to modify or quash the subpoena.

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Summary

- Broad protection over nearly every aspect of student information
 - Students must generally consent for their information to be disclosed
 - Narrow exceptions
 - Availability of protective action
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted diagonally from the bottom right towards the top right, located in the lower right quadrant of the slide.

Current Actions Regarding FERPA

1. Review of BP/AP5040 to ensure accuracy
 2. Review of faculty and staff FERPA training materials
 - updates to practice scenarios
 3. Ensure Admissions & Records leadership at each college is fully trained with FERPA
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted diagonally from the bottom right towards the top right, located in the lower right quadrant of the slide.

QUESTIONS?



**BP 5040 STUDENT RECORDS, DIRECTORY INFORMATION AND
PRIVACY**

References:

Education Code Sections 76200 et seq.;
Title 5 Sections 54600 et seq.;
20 U.S. Code Section 1232g(i);
ACCJC Accreditation Standard II.C.8

The Chancellor shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit third party access to this information by contacting the Admissions & Records Office.

Directory information shall include:

- Student's name;
- Major field of study;
- Dates of attendance;
- Enrollment status (e.g. full/part time);
- Student participation in officially recognized activities and sports including weight, height, and high school of graduation of athletic team members;
- Degrees and awards received by students, including honors, scholarship awards, athletic awards, and Dean's List recognition;

Date Adopted: November 18, 2008
(Replaces RCCD Policy 6070)
Revised: September 18, 2012
Revised: June 16, 2015 (References only)

**AP 5040 STUDENT RECORDS, DIRECTORY INFORMATION, AND
PRIVACY**

References:

Education Code Sections 71091 and 76200 et seq.;
Title 5 Sections 54600 et seq.,
20 U.S. Code Section 1231g(i) (U.S. Patriot Act);
Civil Code Section 1798.85
ACCJC Accreditation Standard II.C.8

Students shall be advised of their rights regarding education records on the RCCD Admission application, class schedule and college catalog.

A cumulative record of enrollment, scholarship, and educational progress shall be kept for each student.

Release of Student Records

No instructor, official, employee, or member of the Board of Trustees shall authorize access to student records to any person except under the following circumstances:

- The District may permit access to education records to any person for whom the student has executed written consent specifying the records to be released and identifying the party to whom the records may be released. The recipient must be notified that the transmission of the information to others is prohibited.
- “Directory Information” may be released in accordance with the definitions in Board Policy 5040 and in accordance with federal and state laws and regulations, such as the Family Educational Rights and Privacy Act – FERPA.
- Students designate on the admission application whether or not Directory Information may be released without their consent.

Students may also withhold Directory Information by notifying Admissions and Records in writing. Requests for non-disclosure will be honored by the District until removed by the student in writing.

- Student records shall be released pursuant to a judicial order or a lawfully issued subpoena. Subpoenas are served at the office of the General Counsel and then

forwarded to Admissions and Records as well as Student Financial Services, Student Services Activities, Health Services, etc. These departments gather all pertinent documents and forward them to the Office of the General Counsel. A letter is sent to the student by Admissions and Records, informing them of the subpoena and giving them the name of the party requesting the records. All collected records are picked up by the requesting party unless otherwise instructed on the subpoena. Copies of subpoenas and materials requested are retained electronically by the Office of the General Counsel.

- Student records shall be released pursuant to a federal judicial order that has been issued regarding an investigation or prosecution of an offense concerning an investigation or prosecution of terrorism. All federal judicial orders requesting records shall be handled in the same manner as that listed above for response to judicial orders or subpoenas.
- Student records may be released to officials and employees of the District only when they have a legitimate educational interest to inspect the record. Requests are made to the Dean/Director of Admissions and Records, who approves or denies the request based on legitimate educational interests.
- Student records may be released to authorized representatives of the Comptroller General of the United States, the Secretary of Education, an administrative head of an education agency, state education officials, or their respective designees or the United States Office of Civil Rights, where that information is necessary to audit or evaluate a state or federally supported educational program or pursuant to federal or state law. Exceptions are that when the collection of personally identifiable information is specifically authorized by federal law, any data collected by those officials shall be protected in a manner that will not permit the personal identification of students or their parents by other than those officials, and any personally identifiable data shall be destroyed when no longer needed for that audit, evaluation, and enforcement of federal legal requirements. Requests are made to the Dean/Director of Admissions and Records who confers with the Chancellor's office before releasing information.
- Student records may be released to officials of other public or private schools or school systems, including local, county or state correctional facilities where education programs are provided, where the student seeks or intends to enroll or is directed to enroll. The release is subject to the conditions in Education Code 76225. Students may request transcripts through the RCCD website (www.rcc.edu), mail or in person. The first two (2) transcripts are free of charge. Admissions and Records verifies the identity of the requestor and charges fees, if applicable.
- Student records may be released to agencies or organizations in connection with a student's application for, or receipt of, financial aid, provided that information

permitting the personal identification of those students may be disclosed only as may be necessary for those purposes as to financial aid, to determine the amount of the financial aid, or conditions that will be imposed regarding financial aid, or to enforce the terms or conditions of financial aid. The Dean, Student Financial Services is responsible for authorizing the release of this information.

- Student records may be released to organizations conducting studies for, or on behalf of, accrediting organizations, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering financial aid programs, and improving instruction, if those studies are conducted in such a manner as will not permit the personal identification of students or their parents by persons other than representatives of those organizations and the information will be destroyed when no longer needed for the purpose for which it is conducted. The Institutional Research Department releases information if the request is based on a legitimate educational purpose, as allowed by FERPA regulations. Institutional records of students may be shared with other institutions if a legitimate educational purpose has been identified. Improvement of Instruction is considered a legitimate educational purpose. Typically, the institution shares student records only with other institutions or through governmental agencies for the purposes of improvement of instruction. In the case of sharing student informational records with a non-governmental third party, (such as the Student Loan Clearinghouse), a signed agreement with the District, specifically stipulating the parameters of the data and its use, will be necessary before any information is released.
- Student records may be released to appropriate persons in connection with an emergency if the knowledge of that information is necessary to protect the health or safety of a student or other persons, subject to applicable federal or state law. All requests are submitted to the Chief of College Safety and Police, who authorizes access to the information.
- Upon written request the following information shall be released to each branch of the federal military, no more than once a semester, for the purposes of federal military recruitment (Solomon Amendment, 1996): student names, addresses, telephone listings, dates and places of birth, levels of education, majors, degrees received, prior military experience, and/or the most recent previous educational institutions enrolled in by the students. Written requests are forwarded to the Dean or Director of Admissions and Records, who then authorizes information to be released.
- Student records may be released to parents or guardians of a student under 18 years of age as defined in Section 152 of the Internal Revenue Code of 1986, when the student gives permission in writing to the Dean/Director of Admissions and Records.

- In the event of the death of a student, records may be released to an executor of the student's estate, a parent, spouse, or an agency or organization providing financial aid for the student. In each instance, proof of the student's death must be provided, by way of a certified copy of a death certificate or other court documentation, along with a written request for records, which states the reason for the request. Each such request will be handled on a case-by-case basis by the Dean/Director of Admissions and Records. Records will also be provided pursuant to a court order or subpoena.

Charge for Transcripts or Verifications of Student Records

A student/former student shall be entitled to two free copies of the transcript of his/her record or to two free verifications of various student records. Additional copies shall be made available to the student, or to an addressee designated by him/her, at the rate of \$5.00 per copy. For same-day service, the charge is \$10.00 per copy. Students may request special processing of a transcript.

Electronic Transcripts

The District may elect to implement a process for the receipt and transmission of electronic student transcripts contingent upon receipt of sufficient funding. All policies and procedures governing the confidentiality and release of the student's transcript apply to the electronic transmission of the record.

Use of Social Security Numbers

The district shall not do any of the following:

- Publicly post or publicly display an individual's social security number;
- Print an individual's social security number on a card required to access products or services;
- Require an individual to transmit his or her social security number over the internet using a connection that is not secured or encrypted;
- Require an individual to use his or her social security number to access an Internet Web site without also requiring a password or unique personal identification number or other authentication devise; or
- Print, in whole or in part, an individual's social security number that is visible on any materials that are mailed to the individual, except those materials used for:
 - Application or enrollment purposes;
 - To establish, amend, or terminate an account, contract, or policy; or
 - To confirm the accuracy of the social security number.

If the District has, prior to January 1, 2004, used an individual's social security number in a manner inconsistent with the above restrictions, it may continue using that individual's social security number in that same manner only if:

- The use of the social security number is continuous;
- The individual is provided an annual disclosure that informs the individual that he or she has the right to stop the use of his or her social security number in a manner otherwise prohibited;
- The District agrees to stop the use of an individual's social security number in a manner otherwise prohibited upon a written request by that individual;
- No fee shall be charged for implementing this request; and the District shall not deny services to an individual for making such a request.

The following statement is printed in the Class Schedule and the District Catalog:
 "Students have the right to stop the use of their social security number in a manner otherwise prohibited by law by submitting a written request to Admissions and Records, along with a photo I.D".

Any currently enrolled or former student has a right of access to all education records relating to him or her. Student access to their educational records is provided with a secure login to WebAdvisor when a student applies for admission. Students who forget or lose access to WebAdvisor, will be required to request a login reset with photo identification through the Admissions and Records Office. Student educational information not available through WebAdvisor requires a written request. Once a student has submitted a request to inspect his/her records, the District/college will comply within 45 days. Copies are not provided if the student has an outstanding financial or other hold on the records. The District may assess a charge pursuant to Board Policy or Administrative Procedure.

The District does not have to permit a student to inspect and review education records that are:

1. Financial records, including any information those records contain of his/her parents.
2. Confidential letters and confidential statements under certain conditions. (See Family Educational Rights and Privacy Act Regulations). A student may waive right of access to education records devoted solely to confidential recommendations for career placement or postsecondary admissions.

Challenge

1. Students may challenge the content of student records pursuant to Board Policy and Administrative Procedure 5045, titled Student Records: Challenging Content and Access Log.
2. A student may not challenge grades assigned in courses of instruction via this section.

Record of Disciplinary Action

Whenever there is included in any education record information concerning any disciplinary action taken by District/College personnel in connection with the student, the student shall be allowed to include in such record a written statement or response concerning the disciplinary action.

Office of Primary Responsibility: Admissions and Records

Administrative Approval: December 8, 2008

Revised: April 26, 2010

Revised: June 18, 2012

Revised: Revised August 17, 2015

(Replaces RCCD Regulation 6070)

Agenda Item (IV-C)

Meeting 1/17/2017 - Regular
Agenda Item Chancellor's Reports (IV-C)
Subject Healthcare Update
College/District District
Information Only

Background Narrative:

At the November 5, 2013 regular Board of Trustees meeting the Board of Trustees requested an update of the healthcare issue at each Board meeting.

Any new claims or concerns will be brought forward.

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

None.

Agenda Item (IV-D)

Meeting 1/17/2017 - Regular

Agenda Item Chancellor's Reports (IV-D)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

College/District District

Information Only

Background Narrative:

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

Prepared By: Michael Burke, Ph.D., Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

[January Monthly Planning Calendar](#)

RECOMMENDED 2016-17 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR

Month	Planned Agenda Item
September	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report (4th Quarter) • Public Hearing and Budget Adoption for the Fiscal Year RCCD Budget
October	<ul style="list-style-type: none"> • Annual Master Grant Submission Schedule • Emeritus Awards, Faculty • Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee • CCFS 311 Annual Financial and Budget Report
November	<ul style="list-style-type: none"> • Annual CCFS-311 Financial and Budget Report (1st Quarter) • Annual Proposition 39 Financial and Performance Audits
December	<ul style="list-style-type: none"> • Organizational Meeting: Elect the President, Vice President and Secretary of the Board of Trustees; Board association and committee appointments. • Annual Board of Trustees Meeting Calendar for January-December • Annual District Academic Calendar • RCCD Report Card on the Strategic Plan • Annual Independent Audit Report for RCCD • Annual Independent Audit Report for RCCD Foundation • Fall Scholarship Award to Student Trustee
January	<ul style="list-style-type: none"> • Accountability Reporting for Community Colleges • Grants Office Annual Winter Report • Federal Legislative Update • Annual Nonresident Tuition and Capital Outlay Surcharge Fees • Proposed Curricular Changes
February	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report (2nd Quarter) • Presentation of Governor's Budget Proposal • Recommendation Not to Employ (March 15th Letters)
March	<ul style="list-style-type: none"> • Annual Adoption of Education Protection Account Funding and Expenditures
April	<ul style="list-style-type: none"> • Academic Rank – Full Professors • Annual Authorization to Encumber Funds (Resolution for RCOE) • Presentation on Fiscal Year RCCD Budget Planning • Proposed Curricular Changes
May	<ul style="list-style-type: none"> • CCFS-311Q-Quarterly Financial Status Report (3rd Quarter) • Summer Workweek • College Closure – Holiday Schedule • Resolution to Recognize Classified School Employee Week • Board of Trustees Annual Self-Evaluation • Chancellor's Evaluation
June	<ul style="list-style-type: none"> • Administration of Oath of Office to Student Trustee • Spring Scholarship Award to Student Trustee • Department Chairs and Stipends, Academic Year • Coordinator Assignments • Extra-Curricular Assignments • Notices of Employment–Tenured Faculty; Contract Faculty; and Categorically Funded Academic Administrator Employment Contracts • Notice of Public Hearing on the Fiscal Year Budget • Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals • Moreno Valley College Catalog • Norco College Catalog • Riverside City College Catalog • Board Self Evaluation – Reporting Out

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Resources	E. Facilities
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff and Facilities Development	Vice Chancellor, Business & Financial Services; Vice Chancellor, Diversity and Human Resources	Chief of Staff and Facilities Development
	<div data-bbox="499 786 842 1175" style="border: 1px solid black; padding: 5px;"> <ul style="list-style-type: none"> ✓ Board report & backup materials attached for review by the Cabinet. ■ Board report and/or backup not yet complete – review pending. ★ Approved by the Cabinet for placement on the Board agenda. <p style="text-align: center; color: red; font-weight: bold; margin-top: 5px;">ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 01/31/2017 & 02/14/2017.</p> </div>		<ul style="list-style-type: none"> ■ Presentation for FY 2017-18 Governor's Budget Proposal (Brown) ■ 2015-2016 Independent Audit Report for the RCCD Foundation (Brown/Elwood) 	<ul style="list-style-type: none"> ✓ Amendment No. 4 for Project Labor Administration with Padilla & Assoc. (Isaac, Carlson, Doering)

Agenda Item (V-A)

Meeting 1/17/2017 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

Background Narrative:

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

Prepared By: Michael Burke, Ph.D., Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

None.

Agenda Item (VI-A-1)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-A-1)
Subject	Academic Personnel
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve/ratify the academic personnel actions

Background Narrative:

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

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

[20170117_Academic Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES AND EMPLOYEE RELATIONS

Subject: Academic Personnel

Date: January 17, 2017

1. Appointments

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

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

a. Management
(None)

b. Contract Faculty

<u>Name</u>	<u>Discipline</u>	<u>Effective Date</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE ASSISTANT PROFESSOR			
Berber, Alicia	Kinesiology/Head Basketball Coach (Women's)	08/29/16	C-4
Bottoms, Megan	Coordinator, Student Activities	02/13/17	G-6
Kuk, James	Kinesiology/Assistant Football Coach	08/29/16	D-3
Mathews, Philip	Kinesiology/Head Basketball Coach (Men's)	08/29/16	D-9
Robinson, Nicholas	Kinesiology/Assistant Track Coach (Men's & Women's)	08/29/16	C-4
Smith, Damien	Kinesiology/Head Cross Country and Track Coach (Women's)	08/29/16	B-5
Tayyar, Rana	Biology	02/10/17	H-6
Thaler, Catherine	Biology	08/28/17	H-7

c. Long-Term, Temporary Faculty
(None)

2. Academic Administrator Employment Contract

The Board of Trustees, consistent with the provisions of Education Code Section 72411, employs academic administrators by contract. It is recommended that the Board of Trustees approve the following employment contract(s) for the academic year(s) specified and authorize the Vice Chancellor, Human Resources and Employee Relations to sign the contract(s).

<u>Name</u>	<u>Position</u>	<u>Term</u>	<u>Placement</u>
Rubalcaba, Maureen	Associate Dean, Grants and College Support Programs	01/01/17-06/30/17	V-5

Subject: Academic Personnel

Date: January 17, 2017

3. Separation(s) – Resignation(s) and Retirement(s)

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

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

<u>Name</u>	<u>Position Title</u>	<u>Last Day of Employment</u>
RESIGNATION(S) Rubalcaba, Maureen	Associate Dean, Grants and College Support Programs	01/31/17

Agenda Item (VI-A-2)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-A-2)
Subject	Classified Personnel
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve/ratify the classified personnel actions

Background Narrative:

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

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

[20170117_Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES AND EMPLOYEE RELATIONS

Subject: Classified Personnel

Date: January 17, 2017

1. Appointments

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

The Chancellor recommends the Board of Trustees approve/ratify the following appointments:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Contract/ Salary</u>	<u>Action</u>
a. Management/Supervisory (None)				
b. Management/Supervisory – Categorically Funded (None)				
c. Classified/Confidential				
DISTRICT				
Davis, Suzanne	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Horeczko, Christopher	Capital Asset Inventory Technician	01/18/17	E-5	Transfer
Houston, Robyn	Payroll Technician	01/18/17	L-1	Appointment
Jones, Claudia	Administrative Assistant I	01/18/17	E-5	Appointment
Simpson, Kimberly	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Vasquez, Fernando	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
RIVERSIDE CITY COLLEGE				
Arredondo, Daniel	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Backes, Dale	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Campos, Isaiah	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Campos, Issac	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Costa, Stacey	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Diaz, Jessica	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment

1. Appointments (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date (On/After)</u>	<u>Contract/ Salary</u>	<u>Action</u>
c. Classified/Confidential (Cont'd)				
RIVERSIDE CITY COLLEGE (Cont'd)				
Ramirez, Andrew	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Richards, Andrew	Maintenance Mechanic - Electrician	01/18/17	L-3	Appointment
Romero, Steven	Community Service Aide I (Part-Time, 48.75%)	01/18/17	C-1	Appointment
Spivey, Ayanna	Student Activities Clerk (Part-Time, 50%)	01/18/17	G-1	Appointment
MORENO VALLEY COLLEGE				
Anderson, Eric	Instructional Media Broadcast Technician	01/18/17	M-1	Appointment
Cook, Nikki	Employment Placement Coordinator	01/09/17	K-LS1	Transfer
Lee, Tiffanie	Administrative Assistant I (Part-Time, 48.75%)	01/18/17	E-3	Appointment
Maciel, Sandra	Administrative Assistant III	01/18/17	I-1	Appointment
NORCO COLLEGE				
Fierro Nishkian, Christina	Administrative Assistant I (Part-Time, 47.5%)	01/18/17	E-1	Appointment
Rose, Lisette	Financial and Technical Analyst	01/18/17	P-3	Appointment
d. Classified/Confidential - Categorically Funded				
NORCO COLLEGE				
Valencia, Lorena	Student Financial Services Officer	01/25/17	P-1	Appointment

2. Request to Change Grade/Step

At their regular meeting of October 18, 2016, the Board of Trustees approved the appointment of Ronald Kluth, Maintenance Mechanic – General, to be effective October 19, 2016. There is a necessity to change the Grade/Step from L-1 to L-3.

It is recommended the Board of Trustees approved the change for Mr. Kluth’s, Maintenance Mechanic – General to Grade/Step L-3.

Subject: Classified Personnel

Date: January 17, 2017

3. Reclassification of Positions

It is recommended the Board of Trustees approve the reclassification of the following positions, retroactive to July 1, 2016.

<u>From Position:</u>	<u>To Position:</u>	<u>Incumbent:</u>
Benefits Specialist Grade: M	Benefits Specialist Grade: O (effective 12/14/16)	Castro, Pauline
Administrative Assistant IV Grade: K	Executive Administrative Assistant, Office of the Chancellor/BOT Grade: P (Conf.)	Gerke, Cathy
Instructional Production Specialist Grade: M	Instructional Production Specialist Grade: N	Leal, Ruth
CalWORKs Specialist Grade: I	CalWORKs Specialist Grade: K	LeDuff, Nicole
Administrative Assistant II Grade: G	Facilities Administrative & Utilization Specialist Grade: K	Molina, Ana
Student Financial Services Support Specialist Grade: G	Financial Aid Advisor Grade: H	Randolph, Koko
Library Clerk II Grade: G	Library Operations Assistant Grade: I	Van Tomme, Barbara

4. Separation(s) – Resignation(s) and/or Retirement(s)

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

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

<u>Name</u>	<u>Position</u>	<u>Last Date of Employment</u>
Augustine, Kimberly	Employment Placement Coordinator	01/06/17
Carey, Braddley	Learning Center Assistant	01/04/17
Childers, Thomas	Senior Applied Technologist	12/31/16
Garcia Duran, Enrique	Custodian	01/06/17
Herrera, Patsy	Disability Specialist	12/30/16
Hyunh, Rita	Cosmetology Clerk	01/15/17
Muehlebach, Eric	Business Systems Analyst	01/31/17

Agenda Item (VI-A-3)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend that the Board of Trustees approve/ratify the other personnel actions

Background Narrative:

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

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

[20170117_Other Personnel](#)
[20170117_Other Personnel_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES AND EMPLOYEE RELATIONS

Subject: Other Personnel

Date: January 17, 2017

1. Substitute Assignments

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

2. Short-Term Positions

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

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

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

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
		Human Resources & Employee Relations		
Dalvi, Tejas	Human Resources Generalist		12/02/16-06/30/17	\$26.70
MORENO VALLEY				
Aquino, Angelo	Learning Center Assistant	Academic Support Student Financial Services	01/18/17-03/17/17	\$15.69
Erebholo, Annelese	Financial Aid Advisor	Services	01/01/17-06/30/17	\$21.20
Miller, Delia	Outreach Specialist	Outreach	01/01/17-02/28/17	\$24.22
Munoz, Rosa	Outreach Specialist	Outreach	01/01/17-02/28/17	\$24.22
Murrell, Deanna	Director, Student Financial Services Enrollment Services	Student Financial Services	01/01/17-06/30/17	\$51.21
Roman, Jesus	Assistant	Counseling Grants and College Support Programs	12/15/16-05/19/17	\$18.36
Noguera, Danilo	Learning Center Assistant	Support Programs	01/18/17-03/18/17	\$15.69
NORCO				
Fierro-Nishkian, Christina	Administrative Assistant I	Dean of Instruction	01/01/17-01/21/17	\$18.01
Pena, Johnny	Groundskeeper	Facilities	01/18/17-06/30/17	\$18.36
Revollo, Jennifer	Outreach Specialist	Outreach Services	01/10/17-03/10/17	\$24.22
RIVERSIDE				
		Admissions & Records		
Case, Christi	Student Services Technician		12/01/16-01/31/17	\$23.15
		Admissions & Records		
Davila, Ismael	Student Services Technician		01/04/17-02/17/17	\$23.15
Faugeroux, Delphine	Lab Technician II	Life Sciences	01/03/17-05/31/17	\$29.07
Fries, Melody	Student Activities Clerk	Student Services	01/09/17-03/10/17	\$20.13
	Instructional	Technology Support		
Hidalgo, Arturo	Media/Broadcast Coordinator	Services	10/03/16-12/31/16	\$32.01
Larry, Jennifer	Cosmetology Clerk	Cosmetology	01/03/17-06/30/17	\$18.36
	Instructional Department	English and Media		
Wills, Larissa	Specialist	Studies	01/09/17-06/30/17	\$24.22

SHORT-TERM POSITIONS

Backup Other Personnel
November 15, 2016
Page 1 of 1

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Evans, Brittanie	Office Assistant IV	Foundation	01/09/17-06/30/17	\$14.00
MORENO VALLEY				
Alonso, Alex	Supplemental Instructional Leader	Academic Support	01/09/17-06/30/17	\$12.00
Cuevas, Luis	Supplemental Instructional Leader	Academic Support	01/09/17-06/30/17	\$12.00
Gopico, Imelda	RN II	Health Services	01/18/17-06/30/17	\$37.00
Goddard, Matthew	Reserve Police Officer	Safety and Police	12/05/16-06/30/17	\$15.95
Rocha, Alejandra	Office Assistant IV	Veterans Services	01/01/17-06/30/17	\$14.00
Steele, Prince	Supplemental Instructional Leader	Tutorial Services	01/03/17-06/30/17	\$12.00
Tapia, Francisco Cruz	Supplemental Instructional Leader	Academic Support	01/09/17-06/30/17	\$12.00
NORCO				
Loera, Steve	Tutor IV	Trio Upward Bound Programs	01/18/17-06/30/17	\$10.00
RIVERSIDE				
Campbell, Austin	Supplemental Instructional Leader	Academic Support	01/09/17-06/08/17	\$12.00
Dufer, Joshua	Supplemental Instructional Leader	Academic Support	01/09/17-06/30/17	\$12.00

*Position Title Change

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

Backup Other Personnel
January 17, 2017
Page 1 of 2

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<u>DISTRICT FUNDS</u>				
NORCO COLLEGE				
Fafard, Deven	Student Aide I	Game Development	01/09/17	\$ 10.00
Pourmehdi, Shrmin	Student Aide II	Tutorial Services	01/09/17	\$ 11.00
Vandenburg, Christopher	Student Aide II	Tutorial Services	01/09/17	\$ 11.00
RIVERSIDE CITY COLLEGE				
Alcaraz, Victor	Student Aide I	Info Systems and Tech	12/09/16	\$ 10.50
Chacon, Xochitl	Student Aide I	Upward Bound	01/06/17	\$ 10.50
Ford, Aaron	Student Aide I	Food Services	12/09/16	\$ 10.00
Ghalambor, Alyssa	Student Aide III	Academic Support	*08/30/16	\$ 12.00
Hernandez, Omar	Student Aide I	Food Services	12/09/16	\$ 10.00
Le, Joanne	Student Aide I	Health Services	12/08/16	\$ 10.00
Lewis, Serran	Student Aide I	College Safety and Police	12/16/16	\$ 10.00
Maxino, Kate	Student Aide I	Health Services	12/12/16	\$ 10.00
Rios Espeleta, Gerardo	Student Aide III	Library	01/03/17	\$ 12.00
Salas, Denisse	Student Aide I	Early Childhood Educ.	12/14/16	\$ 10.00
Shahraini, Shiva	Student Aide I	Early Childhood Educ.	01/03/17	\$ 10.50
Tapia Castaneda, Laura	Student Aide I	Journalism	12/19/16	\$ 10.50
Torres, Patricia	Student Aide I	Early Childhood Educ. Extended Opportunity	12/16/16	\$ 10.00
Vasquez, Brandi	Student Aide I	Programs and Services	12/13/16	\$ 10.00
<u>CATEGORICAL FUNDS</u>				
AMERICA READS PROGRAM				
Gutierrez, Patricia	Student Aide II	The Growing Place -RCC	12/12/16	\$ 11.00
CALWORKS WORK STUDY				
Duke, Shayna	Student Aide I	Accounting Svcs - RCC	01/05/17	\$ 10.50
COMMUNITY SERVICE PROGRAM				
Garcia, Justin	Student Aide III	Boys and Girls Club- MVC	01/04/17	\$ 12.00
Molina, Salvador	Student Aide III	Boys and Girls Club- MVC	01/04/17	\$ 12.00
Olivares, Cindy	Student Aide II	Boys and Girls Club- MVC	12/09/16	\$ 11.00

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

Backup Other Personnel
January 17, 2017
Page 2 of 2

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
NORCO COLLEGE				
Dempsey, Jayde	Student Aide I	Evaluations	12/16/16	\$ 10.00
Valadez, Andrew	Student Aide I	Financial Services	12/16/16	\$ 10.00
RIVERSIDE CITY COLLEGE				
Herrera, Daisy	Student Aide I	Extended Opportunity Programs and Services	12/12/16	\$ 10.00

*Revised

Agenda Item (VI-B-1)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report – All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,772,447 and District Warrant Claims totaling \$6,921,489.

Background Narrative:

The attached Purchase Order and Warrant Report – All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$3,772,447 requested by staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 264270 - 265731) totaling \$6,921,489, paid against approved Purchase Orders, have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

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

Attachments:

[01172017_Contracts and Purchase Orders Over \\$87,800 Report \(December\)](#)

Report of Purchases-All District Resources
 Purchases Over \$87,800
 11/28/16 thru 12/31/16

PO#	Department	Vendor	Description	Amount
B0015692	Student Financial Services - Riverside	State of California Grants	Student Success Grant	\$ 981,721
C0005506	Facilities - Moreno Valley	RCB and Sons Inc.	Landscape Renovations Bid Award	192,500
C0005507	Career and Technical Ed - Norco	Oakton Community College District	National Science Foundation Program	165,000
C0005509	Human Resources & Diversity	Koff & Associates	Classification and Compensation Study	214,920
P0056245	Student Services - Riverside	Barnes & Noble College Booksellers, LLC	Educational Supplies	93,016
<u>Approved/Ratify Purchase Orders of \$87,800 and Over</u>				
C0003220	Facilities Planning & Development	Tilden-Coil Constructors, Inc.	Culinary Arts Academy and District Office	205,812
C0003954	Facilities Planning & Development	Tilden-Coil Constructors, Inc.	Coil School for the Arts	205,812
			Total	<u>\$ 2,058,781</u>
All Purchase Orders, Contracts, and Additions for the Period of 11/28/16 - 12/31/16				
Contracts C5501 - C5509 and Contract Additions C3220 - C5396				404,519
Purchase Orders P56243 - P56597 and Purchase Order Additions P53867 - P55442				999,537
Blanket Purchase Orders B15679 - B15724 Blanket Purchase Order Additions B14719 - B15568				309,610
Total				<u>\$ 1,713,666</u>
Grand Total				<u>\$ 3,772,447</u>

Agenda Item (VI-B-2-a)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-2-a)
Subject	Budget Adjustments
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the budget transfers as presented.

Background Narrative:

The 2016-17 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are under budgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000).

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

Attachments:

[01172017_Budget Adjustments](#)

Budget Adjustments January 17, 2017

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to provide for student help and laptops. (Fund 12, Resource 1190)		
From: Student Equity	Reference Books	\$ 1,619
	Administrative Contingency	163,520
To: Student Equity	Student Help - Instructional	\$ 160,000
	Employee Benefits	3,520
	Equipment	1,619
R2. Transfer to purchase computers. (Fund 12, Resource 1190)		
From: Gateway to College	Supplies	\$ 2,500
To: Gateway to College	Equipment	\$ 2,500
R3. Transfer to purchase a printer. (Fund 12, Resource 1190)		
From: CalWorks	Supplies	\$ 1,700
	Repairs	300
To: CalWorks	Equipment	\$ 2,000
R4. Transfer to provide for rents and leases. (Fund 12, Resource 1190)		
From: Non-Traditional Emplmt for Women	Supplies	\$ 1,779
To: Non-Traditional Emplmt for Women	Rents and Leases	\$ 1,779

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Norco</u>		
N1. Transfer to provide for special projects and purchase reference books.		
From: Student Equity	Conferences	\$ 50,000
To: Student Equity	Academic Special Project Reference Books	\$ 20,000 30,000
N2. Transfer to provide for supplies.		
From: VP, Business Services	Administrative Contingency	\$ 1,125
To: VP, Business Services	Supplies	\$ 1,125
N3. Transfer to provide for repair parts, grounds supplies, and repairs.		
From: Building Maintenance	Classified Overtime	\$ 2,106
	Equipment	2,104
Grounds Maintenance	Classified Substitutes	6,566
To: Building Maintenance	Repair Parts	\$ 7,000
Grounds Maintenance	Grounds/Garden Supplies	2,224
Operations and Maintenance	Repairs	1,552
N4. Transfer to provide for copying and printing and conferences.		
From: VP, Academic Affairs	Equipment Replacement	\$ 5,000
To: VP, Academic Affairs	Copying and Printing Conferences	\$ 1,200 3,800
N5. Transfer to provide for repairs.		
From: VP, Academic Affairs	Instructional Supplies	\$ 950
To: Physical Fitness & Body Movements	Repairs	\$ 950

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N6. Transfer to purchase a software license. (Fund 12, Resource 1190)		
From: VP, Academic Affairs	Instructional Supplies	\$ 2,250
To: Chemistry, General	Comp Software Maint/Lic	\$ 2,250
N7. Transfer to provide for student help. (Fund 12, Resource 1190)		
From: California Career Pathways	Other Services	\$ 15,211
To: California Career Pathways	Student Help – Non-Instr Employee Benefits	\$ 15,105 106
N8. Transfer to purchase reference books. (Fund 12, Resource 1190)		
From: Student Equity	Conferences	\$ 56,705
To: Student Equity	Reference Books	\$ 56,705
N9. Transfer to provide for modeling services and to purchase a desk and computer.		
From: Dean of Instruction	Academic Special Project	\$ 846
To: Art Dean of Instruction	Professional Services Equipment	\$ 100 746
N10. Transfer to purchase a software license.		
From: Library	Student Help – Non-Instr	\$ 650
To: Library	Comp Software Maint/Lic	\$ 650

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N11. Transfer to realign the Student Support Services grant budget. (Fund 12, Resource 1190)		
From: SSSP	Supplies	\$ 189,914
To: SSSP	Academic PT Non-Instr	\$ 36,628
	Academic Special Project	26,618
	Classified Perm PT	77,924
	Employee Benefits	13,719
	Conferences	10,996
	Equipment	24,029

Moreno Valley

M1. Transfer to purchase supplies.

From: VP, Business Services	Administrative Contingency	\$ 8,625
To: Technology Support Services	Supplies	\$ 8,625

M2. Transfer to purchase supplies and office furniture and provide for the installation of electrical receptacles.

From: VP, Business Services	Administrative Contingency	\$ 3,966
To: VP, Business Services	Supplies	\$ 1,705
	Equipment	1,775
	Fixtures & Fixed Equipment	486

M3. Transfer to purchase supplies.

From: Facilities	Repairs	\$ 540
To: Facilities	Grounds/Garden Supplies	\$ 540

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M4. Transfer to purchase reference books and office furniture.		
From: Academic Affairs	Administrative Contingency	\$ 4,974
To: Academic Affairs	Reference Books	\$ 1,300
Institutional Effectiveness	Equipment	3,674
M5. Transfer to purchase reference materials. (Fund 12, Resource 1190)		
From: Student Equity	Short-Term Temporary	\$ 412
To: Student Equity	Reference Books	\$ 412
M6. Transfer to purchase office furniture.		
From: President	Administrative Contingency	\$ 23,325
To: Educational Programs	Equipment	\$ 23,325
M7. Transfer to provide for the installation of carpet.		
From: Technology Support Services	Periodicals/Magazines	\$ 200
	Instructional Media Materials	498
	Repair Parts	1,011
	Other Transportation Supplies	75
	Mileage	1,000
	Comp Software Maint/Lic	1,000
To: Technology Support Services	Fixtures & Fixed Equipment	\$ 3,784

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M8. Transfer to purchase office furniture, supplies, instructional supplies and throwing dummies.		
From: Academy/Criminal Services	Professional Services	\$ 6,710
	Mileage	1,387
	Memberships	300
	Telephone	7,700
To: Academy/Criminal Services	Equipment	\$ 9,000
	Instructional Supplies	6,978
	Supplies	119
M9. Transfer to realign the Student Equity Grant budget. (Fund 12, Resource 1190)		
From: Student Equity Grant	Administrative Contingency	\$ 4,806
	Academic FT Administrator	13,318
	Professional Services	4,000
To: Student Equity Grant	Classified Perm PT	\$ 4,683
	Short-Term Temporary	3,807
	Classified FT	3,199
	Academic PT Non-Instr	2,147
	Employee Benefits	970
	Supplies	4,595
	Food	2,723
M10. Transfer to purchase supplies and provide for a classified special project.		
From: VP, Student Services	Memberships	\$ 2,021
	Administrative Contingency	711
	Other Services	255
To: VP, Student Services	Classified Special Projects	\$ 2,000
	Employee Benefits	411
	Supplies	576

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M11. Transfer to provide food. (Fund 12, Resource 1190)		
From: Veteran's Services Grant	Other Services	\$ 1,000
To: Veterans Services Grant	Food	\$ 1,000
M12. Transfer to purchase supplies.		
From: Counseling	Classified Perm PT	\$ 864
To: Counseling	Supplies	\$ 864
M13. Transfer to provide for conferences. (Fund 12, Resource 1190)		
From: Student Financial Services Grant	Student Help – Non-Instr	\$ 4,000
	Supplies	145
	Equipment	4,000
To: Student Financial Services Grant	Conferences	\$ 8,145

District Office and District Support Services

D1. Transfer to provide for a classification and compensation study.		
From: Human Resources & Diversity	Classified FT Administrator	\$ 14,920
To: Human Resources & Diversity	Professional Services	\$ 14,920
D2. Transfer to provide for special projects.		
From: Open Campus	License Fees	\$ 20,113
To: Open Campus	Academic Special Project	\$ 17,523
	Employee Benefits	2,590

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D3. Transfer to realign the CTE Regional Consortia grant budget. (Fund 12, Resource 1190)		
From: CTE Regional Consortia	Meeting Expenses	\$ 6,498
To: CTE Regional Consortia	Classified FT Administrator	\$ 1
	Student Help – Non-Instr	200
	Short-Term Temporary	6,000
	Classified Overtime	64
	Employee Benefits	233
D4. Transfer to realign the CTE Data Unlocked Initiative grant budget. (Fund 12, Resource 1190)		
From: CTE Data Unlocked Initiative	Other Services	\$ 2,091
To: CTE Data Unlocked Initiative	Academic Special Project	\$ 1,270
	Classified Perm PT	496
	Employee Benefits	224
	Supplies	101
D5. Transfer to provide for mileage and conferences. (Fund 12, Resource 1190)		
From: Sector Navigator	Copying and Printing	\$ 500
	Supplies	1,000
To: Sector Navigator	Mileage	\$ 500
	Conferences	1,000
D6. Transfer to provide for repairs and software license.		
From: Foundation	Classified FT Administrator	\$ 29,014
	Employee Benefits	1,786
To: Foundation	Repairs	\$ 9,800
	Comp Software Maint/Lic	21,000

Agenda Item (VI-B-3-a)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-a)
Subject	Resolution No. 33-16/17 – Small Business Development Center 2016 Carryover Grant
College/District	District
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$10,000 to the budget.

Background Narrative:

The Riverside Community College District has received funding for the Small Business Development Center (SBDC) 2016 Carryover (C/O) Grant in the amount of \$10,000 from the U.S. Small Business Administration, passed through from California State University Fullerton Auxiliary Services Corporation. The funding will be utilized for consultants.

Prepared By: Michael Burke, Ph.D., Chancellor
Richard Keeler, Dean, Grants
Mark Mitchell, Director, Tritech Small Business Development Center

Attachments:

[01172017_Resolution No. 33-16/17 – SBDC 2016 C/O Grant](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 33-16/17

Small Business Development Center 2016 Carryover Grant

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$10,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 17, 2017.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 33-16/17
 SBDC 2016 C/O Grant

Year	County	District	Date	Fund
17	33	07	1/17/2017	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	A00	1190	0	0000	0128	8190	10,000	00	REVENUE
									EXPENDITURES
12	AXD	1190	0	7012	0128	5110	10,000	00	Consultants
							10,000	00	TOTAL REVENUE
							10,000	00	TOTAL EXPENDITURES

Agenda Item (VI-B-3-b)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-b)
Subject	Resolution No. 34-16/17 – 2016-2017 Proposition 39 Clean Energy Grant
College/District	District
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$114,209 to the budget.

Background Narrative:

The Riverside Community College District has received funding for the 2016-2017 Proposition 39 Clean Energy Grant in the amount of \$114,209 from Grossmont-Cuyamaca Community College District, passed through from the California Community Colleges Chancellor's Office. The funding by college follows: Riverside City College - \$33,209 and Norco College - \$81,000. The funds will be used for supplies, travel, and equipment.

Prepared By: Wolde-Ab Isaac, President, Riverside
Bryan Reece, President Norco College
Kristine DiMemmo, Dean of Instruction
Dr. Kevin Fleming, Dean of Instruction, Career and Technical Education

Attachments:

[01172017_Resolution No. 34-16/17 – Proposition 39 Clean Energy Grant](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 34-16/17

2016-2017 Proposition 39 Clean Energy Grant

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$114,209 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 17, 2017.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 34-16/17
 2016-2017 Proposition 39 Clean Energy Grant

Year	County	District	Date	Fund
17	33	07	1/17/2017	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	D00	1190	0	0000	0031	8658	33,209 00	REVENUE
12	E00	1190	0	0000	0031	8658	81,000 00	
								EXPENDITURES
12	DSA	1190	0	0946	0031	4320	11,672 00	Instructional Supplies
12	DSA	1190	0	0946	0031	6481	5,367 00	Equip Additional \$200-\$4999
12	DSA	1190	0	0946	0031	6482	16,170 00	Equip Additional \$5000 >
12	ESB	1190	0	0934	0031	4320	16,000 00	Instructional Supplies
12	EJC	1190	0	6010	4031	5210	12,500 00	Mileage
12	EJC	1190	0	6010	4031	5220	2,500 00	Conferences
12	ESB	1190	0	0934	0031	6482	50,000 00	Equip Additional \$5000 >
							114,209 00	TOTAL REVENUE
							114,209 00	TOTAL EXPENDITURES

Agenda Item (VI-B-3-c)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-c)
Subject	Resolution No. 35-16/17 – 2016-2017 California Apprenticeship Initiative Grant
College/District	District
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$800,000 to the budget.

Background Narrative:

The Riverside Community College District has received funding for the 2016-2017 California Apprenticeship Initiative Grant in the amount of \$800,000 from the California Community Colleges Chancellor's Office. The funding by college follows: Riverside City College - \$300,000 and Norco College - \$500,000. The funds will be used for salaries, benefits, and other operating expenses.

Prepared By: Wolde-Ab Isaac, President, Riverside
Bryan Reece, President Norco College
Kristine DiMemmo, Dean of Instruction
Dr. Kevin Fleming, Dean of Instruction, Career and Technical Education

Attachments:

[01172017_Resolution No. 35-16/17 – California Apprenticeship Initiative Grant](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 35-16/17

2016-2017 California Apprenticeship Initiative Grant

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$800,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 17, 2017.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 35-16/17
 2016-2017 California Apprenticeship Initiative Grant

Year	County	District	Date	Fund
17	33	07	1/17/2017	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	D00	1190	0	0000	0174	8659	300,000 00	REVENUE
12	E00	1190	0	0000	0174	8659	500,000 00	↓
								EXPENDITURES
12	DJC	1190	0	6010	4174	1490	101,029 00	Acad Special Project
12	DJC	1190	0	6010	4174	3130	12,709 00	Employee Benefits
12	DJC	1190	0	6010	4174	3335	1,465 00	
12	DJC	1190	0	6010	4174	3470	202 00	
12	DJC	1190	0	6010	4174	3530	51 00	
12	DJC	1190	0	6010	4174	3630	505 00	↓
12	DSA	1190	0	1306	3174	4320	10,909 00	Instructional Supplies
12	DJC	1190	0	6010	4174	4590	6,000 00	Office and Other Supplies
12	DJC	1190	0	6010	4174	5045	5,000 00	Postage
12	DJC	1190	0	6010	4174	5210	5,170 00	Mileage
12	DJC	1190	0	6010	4174	5211	1,000 00	Meeting Expenses
12	DJC	1190	0	6010	4174	5220	33,162 00	Conferences
12	DJC	1190	0	6010	4174	5649	20,000 00	Comp Software Maint/Lic
12	DJC	1190	0	6010	4174	5890	65,000 00	Outreach and Recruitment
12	DJC	1190	0	6010	4174	5910	11,538 00	Indirect Admin Costs
12	DJC	1190	0	6010	4174	6485	26,260 00	Comp Equip Addl \$200-\$4999
12	EJC	1190	0	6010	4174	1490	27,824 00	Acad Special Project
12	EJC	1190	0	6010	4174	2118	185,950 00	Classified FT Administrator
12	EJC	1190	0	6010	4174	3130	3,502 00	Employee Benefits
12	EJC	1190	0	6010	4174	3220	25,825 00	
12	EJC	1190	0	6010	4174	3320	11,529 00	
12	EJC	1190	0	6010	4174	3325	2,696 00	
12	EJC	1190	0	6010	4174	3335	403 00	
12	EJC	1190	0	6010	4174	3420	46,510 00	
12	EJC	1190	0	6010	4174	3460	372 00	
12	EJC	1190	0	6010	4174	3470	56 00	
12	EJC	1190	0	6010	4174	3520	93 00	
12	EJC	1190	0	6010	4174	3530	14 00	
12	EJC	1190	0	6010	4174	3620	930 00	
12	EJC	1190	0	6010	4174	3630	139 00	↓

12	EJC	1190	0	6010	4174	4590	7,042	00	Office and Other Supplies
12	EJC	1190	0	6010	4174	5045	1,000	00	Postage
12	EJC	1190	0	6010	4174	5210	5,170	00	Mileage
12	EJC	1190	0	6010	4174	5211	1,000	00	Meeting Expenses
12	EJC	1190	0	6010	4174	5220	20,000	00	Conferences
12	EJC	1190	0	6010	4174	5541	2,760	00	Cell Phones
12	EJC	1190	0	6010	4174	5649	20,000	00	Comp Software Maint/Lic
12	EJC	1190	0	6010	4174	5890	67,573	00	Equip Additional \$200-\$4999
12	EJC	1190	0	6010	4174	5910	19,230	00	Indirect Admin Costs
12	EJC	1190	0	6010	4174	6481	48,000	00	Equip Additional \$200-\$4999
12	EJC	1190	0	6010	4174	6485	2,382	00	Comp Equip Addl \$200-\$4999
							800,000	00	TOTAL REVENUE
							800,000	00	TOTAL EXPENDITURES

Agenda Item (VI-B-3-d)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-d)
Subject	Resolution No. 36-16/17 – 2016-2017 Completion Initiative Planning Grant
College/District	Norco
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$100,000 to the budget.

Background Narrative:

The Riverside Community College District's Norco College has received funding for the 2016-2017 Completion Initiative Planning Grant in the amount of \$100,000 from the College Futures Foundation. The funds will be used for salary, benefits, and other operating expenses.

Prepared By: Bryan Reece, President Norco College
Diane Dieckmeyer, Vice President, Academic Affairs, Norco College

Attachments:

[01172017_Resolution No. 36-16/17 – Completion Initiative Planning Grant](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 36-16/17

2016-2017 Completion Initiative Planning Grant

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$100,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on January 17, 2017.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 36-16/17
 2016-2017 Completion Initiative Planning Grant

Year	County	District	Date	Fund
17	33	07	1/17/2017	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	E00	1190	0	0000	0164	8820	100,000 00	REVENUE
								EXPENDITURES
12	EJA	1190	0	6010	2164	1490	17,424 00	Acad Special Project
12	EJA	1190	0	6010	2164	3130	2,192 00	Employee Benefits
12	EJA	1190	0	6010	2164	3335	253 00	
12	EJA	1190	0	6010	2164	3470	35 00	
12	EJA	1190	0	6010	2164	3530	9 00	
12	EJA	1190	0	6010	2164	3630	87 00	↓
12	EJA	1190	0	6010	2164	4320	10,000 00	Instructional Supplies
12	EJA	1190	0	6010	2164	4555	20,000 00	Copying/Printing
12	EJA	1190	0	6010	2164	5198	10,000 00	Professional Services
12	EJA	1190	0	6010	2164	5220	35,000 00	Conferences
12	EJA	1190	0	6010	2164	5890	5,000 00	Application Support
							100,000 00	TOTAL REVENUE
							100,000 00	TOTAL EXPENDITURES

Agenda Item (VI-B-6-a)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$87,800 – All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$404,519 for the period of November 28, 2016 through December 31, 2016.

Background Narrative:

On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$87,800. The attached listing of contracts and agreements under \$87,800 requested by college and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

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

Attachments:

[01172017_Contracts and Agreements Less than \\$87,800 Report \(December\)](#)

Contracts and Agreements Report-All District Resources
 \$87,800 and Under
 11/28/16 thru 12/31/16

PO#	Department	Vendor	Business Location	Description	Amount
C0005501	Institutional Support, Instruction & Curriculum	Gupta, Nikita	Los Angeles	Consultants	\$ 12,000
C0005502	President - Norco Campus	E-LocalLink, Inc	Rochester, NY	Advertising	4,995
C0005503	CTE Projects	CCC Association for Occupational Education	Clovis	Meeting Expenses	500
C0005504	Career and Technical Ed - Norco	Sinclair Community College	Dayton, OH	Grant / Contract Sub Agreements	83,000
C0005505	Campus Student Services - Norco	Pali Mountain Conference Center, Inc.	Running Springs	Other Travel Expenses	5,379
C0005508	Diversity, Equity & Compliance	Aizumi, Marsha	Pasadena	Professional Services	280
N/A	Gateway to College	Riverside Cgateway to College ECHS	Riverside	Grant Administrator	No Cost
N/A	Performance Riverside	Actor's Equity Association (Daniel Schultz)	North Hollywood	Guest Artist	No Cost
N/A	VP, Student Services, Moreno Valley	Educational Credit Management Corp.	Minneapolis, MN	Office Space	No Cost
N/A	CTE Projects	Moreno Valley Unified School District	Moreno Valley	Articulation Agreement - MDA-1A	No Cost
N/A	President - Riverside	American Red Cross	Riverside	Training	No Cost
N/A	Office of Economic Development	Defense Logistics Agency	Ft. Belvoir, VA	Resource for Information & Training	No Cost
N/A	Library	College Futures Foundation	San Francisco	Award Planning Process Support	No Cost
N/A	CTE Projects	Grossmont-Cuyamaca CCD Auxiliary Organization	El Cajon	Proposition 39 Program Improment Funding	No Cost
N/A	Digital Library	Advanced Copy Systems	San Bernardino	Pay for Print Copiers	No Cost
N/A	Tri-Tech	CSU Fullerton Auxiliary Services Corp.	Fullerton	Carry Forward Funds	No Cost
N/A	Dental Assistant Program	Claremont Dental Dentistry	Claremont	Clinical Rotation Site	No Cost
N/A	Purchasing	peerTransfer Education Corp dba Flywire	Boston, MA	International Payment Processing	No Cost
N/A	President's Office - Riverside	Riverside county Department of Public Health	Riverside	Facilities Use	No Cost
N/A	CTE Projects	Colton-Redlands-Yucaipa ROP	Redlands	Articulation Agreement KIN-4	No Cost
N/A	CTE Projects	Colton-Redlands-Yucaipa ROP	Redlands	Articulation Agreement CIS-27	No Cost
N/A	CTE Projects	Colton-Redlands-Yucaipa ROP	Redlands	Articulation Agreement CIS-21	No Cost
N/A	CTE Projects	Baldy View ROP	Ontario	Articulation Agreement Art-36A	No Cost
Additions to Approved/Ratify Contracts of \$87,800 and Under					
C0003226	Student Services - Moreno Valley	Riverside Transit Agency	Riverside	Transportation Contracts	68,999
C0004019	Academy / Criminal Services	Riverside County	Riverside	Rents and Leases	10,996
C0004101	Facilities - Riverside	Bernards Bros. Construction Management	Ontario	Amend. #3/Adds Funds	12,192
C0004146	Academy / Criminal Services	Canon Financial Services, Inc.	Carol Stream, IL	Repairs - Service	924
C0004234	President - Norco Campus	Nuventive LLC	Pittsburgh, PA	Computer Software Maint/Lic	67,900
C0004647	Facilities Planning & Development	Inland Building Construction Companies, Inc.	San Bernardino	Construction Contract	2,380
C0004648	Facilities Planning & Development	Inland Building Construction Companies, Inc.	San Bernardino	Construction Contract	17,619
C0004652	Facilities Planning & Development	J. M. Farnan Co., Inc.	La Verne	Construction Contract	4,105
C0004656	Facilities Planning & Development	McGuire Contracting, Inc.	Fontana	Construction Contract	755
C0004817	Facilities - Riverside	Southern California Landscape Inc	Fontana	Construction Contract	26,492
C0004880	Health Services - Riverside	Medicat, LLC	Atlanta, GA	Computer Software Maint/Lic	14,895
C0005203	Community & Economic Development	Kasle, Donald H	Dove Canyon	Consultants	30,000
C0005207	Community & Economic Development	Schmid, Molly	Claremont	Consultants	35,000
C0005293	Community & Economic Development	Image IV Systems, Inc.	Burbank	Repairs - Service	2,108
C0005396	Community Ed & Senior Citizen Education	Youngerman, Stephen	Riverside	Professional Services	4,000
N/A	Center for Social Justice & Civil Liberties	California African American Museum	Los Angeles	Amend. #2/Extends Date	No Cost
N/A	Customized Training	California Tool and Welding	Riverside	Amend. #1/Wording Only	No Cost
N/A	Community Education	Western Riverside Council of Governments	Riverside	Amend. #1/Extends Date	No Cost
Total					<u>\$ 404,519</u>

Agenda Item (VI-B-6-b)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Agreement CS-03461 for pre-service training to potential foster and relative caregivers with Riverside County Department of Public Social Services
College/District	Riverside
Funding	Riverside County Department of Social Services
Recommended Action	It is recommended that the Board of Trustees approve Agreement CS-03461 for the timeframe of January 1, 2017 through June 30, 2021 in the amount of \$1,251,046.00.

Background Narrative:

Agreement CS-03461 allows Riverside City College through Foster Kinship Care Program to provide pre-service training to potential foster and relative caregivers throughout Riverside County. Workshop curriculum is provided through Riverside County Department of Social Services. Riverside City College provides the California State and Riverside County mandated continuing education classes for licensed foster parents. Kinship providers, although not required to attend training, are strongly encouraged to do so. Other professionals working with children (childcare providers, teachers, counselors, social workers) as well as all parents are also welcome to attend workshops. Trainings cover a wide variety of topics and are free of charge to participants. Workshops are held mornings and evenings in various locations throughout Riverside County, in both English and Spanish.

Prepared By: Wolde-Ab Isaac, President, Riverside
FeRita Carter, Vice President of Student Services (RCC)

Attachments:

[CS-03461 Foster Kinship Care](#)

**Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

AGREEMENT: CS-03461

CONTRACTOR: Riverside Community College District

EFFECTIVE: January 1, 2017 - June 30, 2021

MAXIMUM REIMBURSABLE AMOUNT: \$1,251,046.00

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Resource Family Training;

WHEREAS, Riverside Community College District (hereinafter referred to as the "Contractor") is qualified to provide Resource Family Training;

WHEREAS, DPSS desires Riverside Community College District, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Riverside Community College District
Printed Name of Person Signing: Scott Haddon	Printed Name of Person Signing: Aaron Brown
Title: Senior Procurement Contract Specialist	Title: Vice Chancellor Business and Financial Services
Address: 2980 Washington Street Riverside, CA 92504	Address: 4800 Magnolia Ave Riverside, CA 92506
Date Signed:	Date Signed:

TABLE OF CONTENTS

- I. DEFINITIONS 3
- II. DPSS RESPONSIBILITIES..... 3
- III. CONTRACTOR RESPONSIBILITIES 3
 - A. SCOPE OF SERVICE 3
 - B. REPORTING..... 5
 - C. FISCAL 6
 - 1. MAXIMUM REIMBURSABLE AMOUNT 6
 - 2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT 7
 - 3. FINANCIAL RESOURCES 8
 - 4. RECORDS, INSPECTIONS AND AUDITS 8
 - 5. SUPPLANTATION..... 9
 - 6. DISALLOWANCE 9
 - D. ADMINISTRATIVE 9
 - 1. CONFLICT OF INTEREST 9
 - 2. CONFIDENTIALITY..... 9
 - 3. HOLD HARMLESS/INDEMNIFICATION 10
 - 4. INSURANCE 10
 - 5. LICENSES AND PERMITS 13
 - 6. INDEPENDENT CONTRACTOR..... 13
 - 7. ASSIGNMENT..... 13
 - 8. PERSONNEL 13
 - 9. SUBCONTRACT FOR SERVICES 14
 - 10. DEBARMENT AND SUSPENSION 14
 - 11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES 15
 - 12. EMPLOYMENT PRACTICES 15
 - 13. FAIR LABOR STANDARDS ACT 15
 - 14. CLIENT CIVIL RIGHTS COMPLIANCE 16
 - 15. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)..... 17
 - 16. CHILD ABUSE REPORTING 17
 - 17. ADULT AND ELDER ABUSE REPORTING 18
 - 18. TRANSITION PERIOD 18
- IV. GENERAL..... 18
 - A. EFFECTIVE PERIOD..... 18
 - B. NOTICES 18
 - C. AVAILABILITY OF FUNDING..... 19
 - D. DISPUTES 19
 - E. SANCTIONS 19
 - F. GOVERNING LAW..... 20
 - G. MODIFICATION OF TERMS..... 20
 - H. TERMINATION 20
 - I. ENTIRE AGREEMENT 20

List of Exhibits

- Exhibit A- DPSS 2076A & Instructions
- Exhibit B- Assurance of Compliance
- Exhibit C- HIPAA Business Associate Agreement
- Exhibit D- Trainer Concerns Report
- Exhibit E- RFA Training Services Referral
- Exhibit F- Training Expectations
- Exhibit G- Pre-approval Training Attendance Tracker
- Exhibit H- Post-placement Training Attendance Tracker

Exhibit I- Student Evaluation Form

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to Riverside Community College District and its employees, agents and representatives providing services under this Agreement.
- B. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "RFA" refers to the Resource Family Approval program.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Refer resource families to the training classes.
 - 1. The number of referrals is not guaranteed and Contractor will only be reimbursed for DPSS referred participants.
- D. Provide training curriculum for the following:
 - 1. Pre-approval (12 hours)
 - a. DPSS Pre-approval Training Curriculum will be utilized for pre-approval training.
 - 2. Post-placement (9 hours)
 - a. DPSS Post-approval Training Curriculum will be utilized for post-placement training.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

CONTRACTOR will:

- 1. Designate personnel to be the liaison between the Contractor and DPSS.
- 2. Arrange/schedule trainers for each training session.
- 3. All new trainers are required to attend CSD's Training for Trainers Program and must meet the following minimum qualifications:
 - a. Master's Degree in Psychology or Social Work;
 - b. Two (2) years teaching/training experience;
 - c. Two (2) years child welfare experience;
 - d. Two (2) years child development background;

Or

- e. Bachelor's Degree in Psychology or Social Work;
- f. Four (4) years teaching/training experience;
- g. Four (4) years child welfare experience;
- h. Four (4) years child development background.

For either requirement, knowledge in Trauma Informed Parenting is preferred, but not required.

4. Provide Pre-approval training at sites throughout Riverside County:
 - a. Provide 12 hours of Pre-approval training per adult following DPSS curriculum. There are four training modules that are 3 hours in duration.
 - b. Provide a pre-test to each participant at the beginning of each 12-hour cycle.
 1. Contractor will store, track, and analyze the tests in addition to providing the applicant with the original and submitting a copy to the DPSS RFA and PDR Liaisons on a monthly basis.
 - c. Provide a post-test to each participant at the completion of each 12-hour cycle.
 1. Contractor will store, track, and analyze the tests in addition to providing the applicant with the original and submitting a copy to the DPSS RFA and PDR Liaisons.
 2. Analysis of the pre-post test showing knowledge gain shall be submitted to DPSS on a monthly basis.
 - d. Trainings will be offered weekly in four, three hour sessions during the evenings or on Saturdays in two, six hour sessions. Each workshop must have a minimum of ten (10) participants and a maximum of twenty-five (25) participants. Any less than ten (10) participants require DPSS approval.
 - e. Within two (2) business days of completed Pre-approval training, provide, in writing, the following to the DPSS liaison:
 1. Individuals that have completed 12 hours of training;
 2. All pre- and post-test data for each applicant.
 3. Level of engagement for each resource family;
 4. Participation in each training session for each resource family; and
 5. Complete the Trainer Concerns Report (Exhibit D) including positive and negative feedback.
5. Provide Post-placement training at sites throughout Riverside County:
 - a. Provide 9 hours of Post-placement training following DPSS curriculum. There are three training modules that are 3 hours in duration.
 - b. Provide a pre-test to each participant at the beginning of each 9-hour post-placement training cycle.
 1. Contractor will store, track, and analyze the tests in addition to providing the applicant with the original and submitting a copy to the DPSS RFA Liaison on a monthly basis.
 - c. Provide a post-test to each participant at the completion of each 9-hour post-placement training cycle.
 1. Contractor will store, track, and analyze the tests in addition to providing the applicant with the original and submitting a copy to the DPSS RFA Liaison.
 2. Analysis of the pre-post test showing knowledge gain shall be submitted to DPSS on a monthly basis.
 - d. Trainings will be offered weekly in three, three hour sessions during the evenings or on Saturdays in two, 4.5 hour sessions. Each workshop must

have a minimum of ten (10) participants and a maximum of twenty-five (25) participants. Any less than ten (10) participants require DPSS approval.

- e. Within two (2) business days of completed Post-placement training, provide, in writing, the following to the DPSS liaison:
 1. Individuals that have completed 9 hours of training;
 2. All pre- and post-test data for each applicant.
 3. Level of engagement for each resource family;
 4. Participation in each training session for each resource family; and
 5. Complete the Trainer Concerns Report (Exhibit D) including positive and negative feedback.
6. Provide First Aid and CPR in the city of Riverside that covers Infants, Children and Pediatrics, to adults referred by DPSS via the RFA Training Services referral form (Exhibit E).
7. Trainings will be offered in English and Spanish based on the needs of the resource families.
8. Have participants complete a training evaluation, which will be shared with all trainers and DPSS. The training evaluation is to be provided to DPSS within ten (10) business days of a training cycle and can be submitted to the DPSS liaison along with monthly reporting.
9. Provide all individuals in the trainings with the Participant Handbook, informative handouts and certificate of completion. Contractor is responsible for all printing costs.
10. Any language changes to the curriculum are automatically incorporated into the agreement.
11. Attend Joint Operational Meetings (JOM) scheduled on a quarterly basis to facilitate communication between CONTRACTOR and DPSS. The primary liaisons from each organization will be in attendance.
12. CONTRACTOR Program Coordinator is to attend an annual meeting with RFA management and supervisors to review training program curriculum. This meeting is to be scheduled during the months of May/June.
13. Any changes to class locations or scheduled training dates, and class cancellations are to be reported to the RFA liaison at least five (5) business days in advance of the scheduled class date.
14. CONTRACTOR will contact the PDR and RFA liaison as needed if there are concerns that need to be addressed prior to the reporting period.
15. CONTRACTOR will have internet access available during each training session to ensure access to all components of the curriculum.

B. REPORTING

The Contractor shall:

1. Provide a monthly report no later than the 15th of the month listing all Riverside County resource families who have attended a training module during that month. The report will include a cover letter with individuals that have completed all 12 hours

of the Pre-approval and all 9 hours of post-approval training, the families that did not complete the training and need to make up training, training sign-in-sheets, training evaluations and trainer reports.

2. Provide a quarterly report no later than the 15th of the month following the end of the quarter covering the following time periods: Jul-Sep, and Oct-Dec, Jan-Mar and Apr-Jun. The quarterly report shall include the following:
 - a. The number of families and individuals that were trained and the number of hours completed;
 - b. The number of families and individuals that failed to complete the training program;
 - c. The number of families and individuals that were unable to be contacted or did not respond;
 - d. The number of families and individuals that were deemed to be problematic during the training program.

3. All reports shall be submitted to the PDR and RFA liaison via email to PDRreports@riversidedpss.org.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$1,251,046.00.

Contract Year	Maximum Annual Cost
YEAR 1 (6 months)	\$153,862.00
YEAR 2	\$274,296.00
YEAR 3	\$274,296.00
YEAR 4	\$274,296.00
YEAR 5	\$274,296.00
TOTAL CONTRACT MRA	\$1,251,046.00

Service	Supporting Documentation	Unit Cost	Contract Year	Number of Cycles/ Certifications	Maximum Annual Cost
Program Administration	1.5 FTE - signed time certification document, timesheets and payroll registers, copies of receipts or sales invoice for costs associated with the admin fees.		YEAR 1 (6 months)		\$83,762
			YEAR 2		\$161,760.00
			YEAR 3		\$161,760.00
			YEAR 4		\$161,760.00
			YEAR 5		\$161,760.00

Pre-Approval Training Workshops	Sign-in sheets for each session must include: <ul style="list-style-type: none"> • Service type • Time (beginning and end) • Date of session • Facilitator name • Topics covered. 	\$1228.00 (per 12 hour cycle)	YEAR 1 (6 months)	25	\$30,700
			YEAR 2	36	\$44,208.00
			YEAR 3	36	\$44,208.00
			YEAR 4	36	\$44,208.00
			YEAR 5	36	\$44,208.00
Post-Placement Training Workshop	Sign-in sheets for each session must include: <ul style="list-style-type: none"> • Service type • Time (beginning and end) • Date of session • Facilitator name • Topics covered 	\$748.00 (per 9 hour cycle)	YEAR 1 (6 months)	25	\$18,700.00
			YEAR 2	36	\$26,928.00
			YEAR 3	36	\$26,928.00
			YEAR 4	36	\$26,928.00
			YEAR 5	36	\$26,928.00
CPR/First Aid Training/ Certification	Sign-in sheets for each session must include: <ul style="list-style-type: none"> • Time (beginning and end) • Date of session • Facilitator name • Topics covered 	\$46.00 (per certification)	YEAR 1 (6 months)	450	\$20,700.00
			YEAR 2	900	\$41,400.00
			YEAR 3	900	\$41,400.00
			YEAR 4	900	\$41,400.00
			YEAR 5	900	\$41,400.00

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (Exhibit A), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.

- d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

3. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

4. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

5. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

6. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to

provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

4. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

(4) Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

5. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent Contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

8. PERSONNEL

a. Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

b. Required Licenses or Certifications

9. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
 - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - iv. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

10. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

12. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

13. FAIR LABOR STANDARDS ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
 - (1.) An increased or decreased wage determination applied to this Agreement by operation of law;
 - (2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
 - (3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
 - (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
 - (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a

statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

14. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as Exhibit B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-6841

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

15. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the County of Riverside Board of Supervisors Policy No. B-23 and the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as Exhibit C.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

16. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to the County and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

17. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq.

Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

18. TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

- (1.) List of clients that include:
 - (a.) Current contact information;
 - (b.) Assigned social worker.

b. Discharge summary that includes:

- (1.) Services received;
- (2.) Number of hours of services completed;
- (3.) On-going service recommendations;
- (4.) Date for transferring responsibilities.

c. The Contractor shall provide DPSS with copies of client files.

IV. GENERAL

A. EFFECTIVE PERIOD

This Agreement shall be effective January 1, 2017 to, June 30, 2021 unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

CONTRACTOR: Riverside Community College District
4800 Magnolia Ave
Riverside, CA 92506

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

H. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Riverside Community College District
Remit to Name
4800 Magnolia Ave.
Address
Riverside CA 92506
City State Zip Code
Riverside Community College District
Contractor Name
CS-03461
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/MOU)
- Actual Payment \$ _____ (Same amount as 2076B if needed)
- Unit of Service Payment \$ _____ # of Units) X _____ (\$) _____
- _____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____
- _____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Riverside Community College District

NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

4800 Magnolia Ave
Riverside, CA 92506

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Riverside Community College District

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the "Underlying Agreement" between the County of Riverside ("County") and Riverside Community College District ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
 - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance with the Security Rule by Contractor's workforce;
- F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
- G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

- (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
 - B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
 - C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
 - D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. Termination

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569

Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — TO BE COMPLETED BY COUNTY PERSONNEL ONLY — — — — —

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____



Riverside County Resource Family Training Concern Report



Please complete the following when concerns arise regarding a participant in any training session.

University of California Riverside

Riverside Community College

Please indicate the type of training and module by checking the corresponding box.

Pre-service Training: Module 1 Module 2 Module 3 Module 4

Post-placement Training: Module 1 Module 2 Module 3

Location: _____

Trainer's Name: _____

Participant Name: _____

Date concern began: _____

Detailed description of concerns: _____

What actions, if any, were taken by the trainer: _____

Trainer's Signature: _____

Date: _____

**Please submit the completed document to the RFA Coordinator at rfa@riversidedpss.org within 2 days following the date of the incident.*

For Department Use Only:

Received by: _____

Date: _____

RFA Intake Worker: _____

Date sent: _____

RESOURCE
FAMILY
APPROVAL



RFA Training Services Referral



Please check one:

DPSS – CSD

Probation

Please check a training service:

First Aid Pre-Approval

CPR Post Placement

Date: _____

Applicant Name: _____

Financial Assistance Needed: YES NO

Notes: _____

**Please see the bottom of this form for universities/facilities that will accept this referral.*

Authorized by: *Must be signed by an authorized representative from the designated agency to be valid.*

Date _____

Name (please print) _____

Phone # _____

Signature _____

RESOURCE
FAMILY
APPROVAL

Please note:

Below is a list of universities/facilities that DPSS/CSD and Probation collaborate with to provide training services. Please verify class schedules prior to attending training.

University/Facility	Address	Phone #	Contact



Training Expectations For Resource Families



Before Class

- Children are NOT allowed to attend training. Child Care is NOT provided.
- Only the adults that have received a referral from the County are invited to attend the trainings.
- Each Individual must plan to attend ALL sessions of the training. Completing a total of 12 pre-approval hours each and 9 additional hours after receiving the first placement.
- Plan to bring some snacks and water.
- Saturday trainings will have a Lunch break.

During Class

- Please arrive on time. Class will start promptly. Any participants that arrive more than 15 minutes late will be asked to make up that session at a later time.
- Please be sure that each individual signs in on the Sign-In Sheet at each session. Only sign in for yourself.
- Silence your CELL PHONES during training.
- Introduce yourself to other families in the class!
- Ask Questions & feel open to SHARE your thoughts & experiences with the group!

After Class

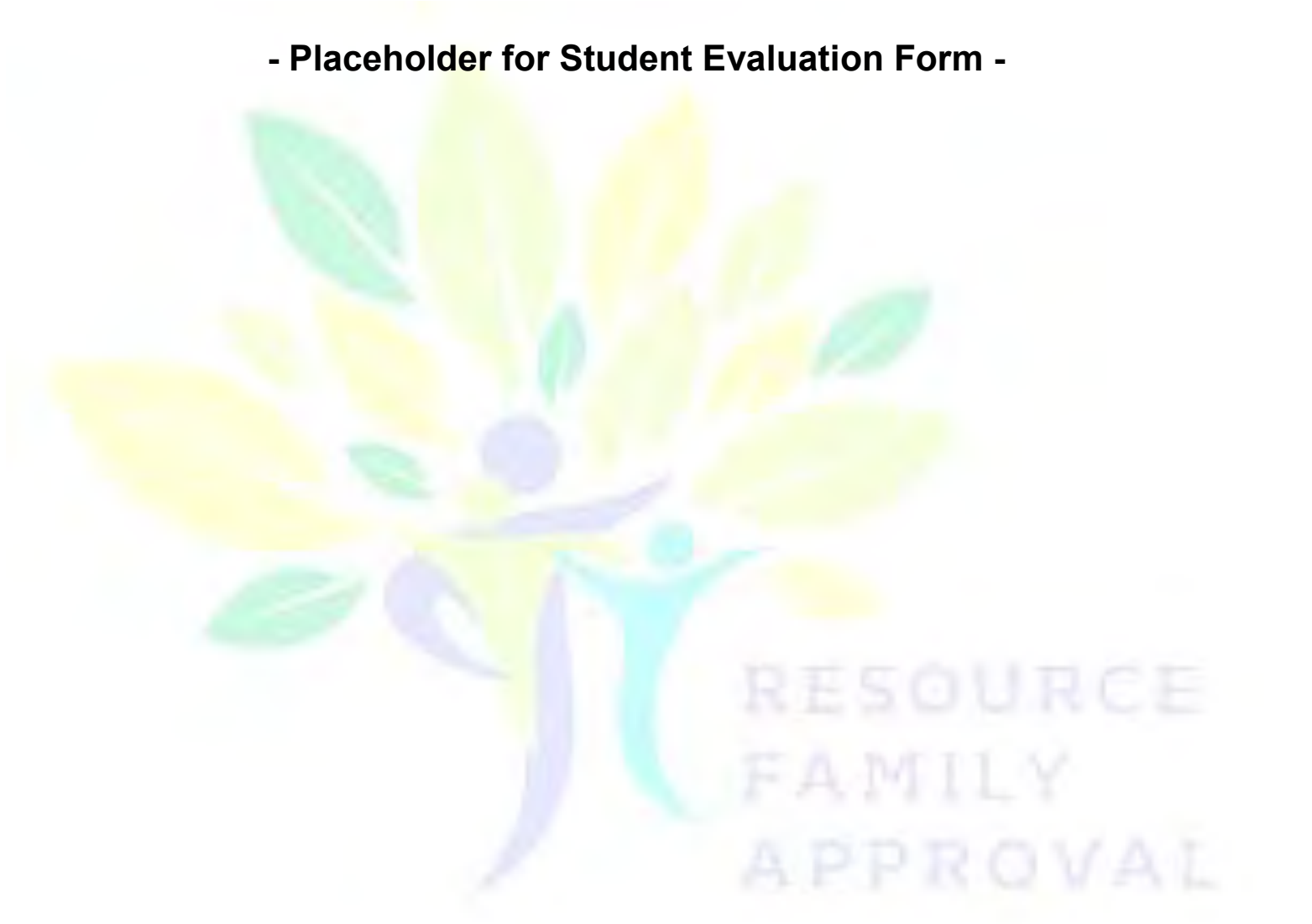
- You will be asked to complete the homework located at the end of the session you just covered. Each individual must complete their own homework.
- Bring your Family Training Manuals to each training session, along with any homework from previous sessions.

At the End of the Training

- You will receive a Certificate of Completion.
- You will be asked to complete a pre- and post-test at the completion of each training module.
- You will be provided with information for Continuing Education opportunities.

RESOURCE
FAMILY
APPROVAL

- Placeholder for Student Evaluation Form -



Agenda Item (VI-B-6-c)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-c)
Subject	Agreement for Information Technology Support Services Related to the Galaxy System with Riverside County Superintendent of Schools
College/District	District
Funding	General Fund
Recommended Action	It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and the Riverside County Superintendent of Schools in the amount of \$165,000.

Background Narrative:

Attached for the Board of Trustees review and consideration is a continuing agreement between Riverside Community College District and the Riverside County Superintendent of Schools (RCSS) to provide the District with information technology support services related to RCSS's Galaxy System. The District uses the Galaxy System to process purchase orders, payroll, accounts payable, accounts receivable, and risk management transactions. In addition, the Galaxy System is used for position control; to prepare and monitor the District's budget; and for fiscal reporting. The term of the agreement is from July 1, 2016 through June 30, 2017. The fee for this service is based on the District's Full-Time Equivalent Student (FTES) count measured at the first principal apportionment date.

The total estimated cost for this contract for FY 2016-2017, is estimated to be approximately \$165,000.

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

Attachments:

[01172017_RCOE Information System Support Services Agreement](#)

RIVERSIDE COUNTY OFFICE OF EDUCATION
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

AGREEMENT FOR INFORMATION SYSTEMS SUPPORT
(Community College District – GETA)

This Agreement made and entered, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the “SUPERINTENDENT,” and the **Riverside Community College District**, hereinafter referred to as the “DISTRICT”;

WITNESSETH:

The SUPERINTENDENT agrees to provide **Information Systems Support** services for the DISTRICT as follows:

Standard Galaxy Support

- Service Desk Support
 - Process Galaxy Access Form, to add, change and delete screens and users: Certification of special process to authorize Board Approved users the Approval for Claims Payment and Approve Final Payroll screens.
 - Software Installation Support
 - Incident & Request for Change processing:
 - Mass updates requests
 - Special DB query requests
 - Special request reports
 - Ongoing production reports support:
 - Notification of new reports and changes/enhancements to existing reports
 - Responsible for the distribution of the district’s daily, weekly, payroll, monthly, quarterly, yearly and year end reports based on established schedules.
 - Create and distribute PDF and/or Excel report files for any requested financial reports and the scheduled Monthly Ledgers and Electronic versions of Payroll Reports.
 - Scheduling of Actuate Reports and district report requests.
 - Requests for New Report Development.
 - Deployment of New Reports
 - Requests for replacement W2, pay stub and direct deposits.
 - Request for the Retro Pay Calculation Reports, coordinate with the MicroStrategy reports developer.
 - Request for the Pay Frequency/Mismatch Payroll Periods query, coordinate with the Development Staff.
 - Request for the Accrual Reconciliation & Accrual Exception Reports, coordinate with the MicroStrategy reports developer.
 - Request for the Classified Service Seniority List
- Special File Transfer Processing:
 - Process Batch Claim Files
 - Payroll direct deposit file processing
 - Credit Union File Transfer Processing
- Galaxy Maintenance, standard bug fixes, and minor enhancements.
- Galaxy Support website and User Group Meetings
- Unless explicitly stated the Galaxy maintenance window is Sunday, 12 noon to 10 p.m. Service may be interrupted during those hours. Advance notice of downtime is given wherever possible.

Report Processing and Distribution

- Maintenance of Actuate & MicroStrategy Reports (including converted Crystal Reports)
- Development of new countywide MicroStrategy Reports
- Maintenance of servers, software and licensing as related to reports
- Printing and distribution of reports, via electronic mode (pdf, excel, etc) or paper
- Processing and Printing of Payroll & Commercial Warrants, Direct Deposit Stubs, W-2, 1099 Processing and Warrant Registers

Standard RCOE Training Support

- Galaxy, OneSource, MicroStrategy and Student Information System Training
- Specialized training upon request
 - Executive style
 - One-on-one End User training
- Provide End User Documentation for Galaxy, OneSource, MicroStrategy and Student Information System
 - System Manuals
 - System Enhancement Training Documents
- Deployment of new system modules for all supported applications
- Office Automation training

Standard Retirement Reporting and Support

- STRS Monthly
- PERS Monthly

Optional Services

Optional/Additional services and/or products may be purchased at the discretion of the DISTRICT on a time and material basis according to this chart to be invoiced separately:

Custom/Advanced Reports Development	\$90.00/Hour
Custom/Advanced Data Extracts (Time Duration more than one hour)	\$90.00/Hour
Custom Advanced Mass Data Updates (Time Duration more than one hour)	\$90.00/Hour
Direct Deposit	\$.04/transaction
Report Card Processing	\$0.17/Form
Postage (Performed as a service at the USPS Rate as of Mailing + Han)	\$0.49/Piece
Training Only (Galaxy, Purchasing, Student Information System)	Included
Office Automation Training with Certification (1 to 9 participants)	\$100.00/participant
Office Automation Training without Certification (1 to 9 participants)	\$65.00/participant
Group (10 or more participants) Office Automation Training with Certification	\$90.00/participant
Group (10 or more participants) Office Automation Training without Certification	\$55.00/participant
OneSource Additional Power User License Support	\$432.82/License
OneSource Liaison User License Support	\$284.82/License
OneSource Web User Requisitioner License Support	\$65.16/Named User
VPN Access (per user account/per year)*	\$25.00/per user

1. The SUPERINTENDENT determines the rates for providing service by assessing the actual cost of providing the service to the DISTRICT. The rates are intended to offset and do not exceed the cost of providing specified services. These rates are stated below:

2. The SUPERINTENDENT strives for high system availability; however the SUPERINTENDENT reserves the right to bring systems down for maintenance, upgrades or emergency fixes with fair notice to the DISTRICT.
3. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$4.00 times the enrollment reported on the District's first 2016-17 apportionment attendance report for Galaxy System Support.
4. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$.40 times the enrollment reported on the District's first 2016-17 apportionment attendance report for Report Processing and Distribution.
5. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$480.00 for Standard Retirement Reporting and Support.
6. GALAXY DEVELOPMENT: Request for Change/Enhancement Request(s) should be submitted to the Service Desk. The Prioritization Committee is to review all project requests and will place in work order for the Development Team. A project request is defined as 2 or more months of staff time. Galaxy modifications and enhancements cost estimates and release schedules will be presented annually by March 31st to the Galaxy Development Council. The budget and the assessment for each release shall be voted upon by the membership. By majority rule the members shall be bound by the outcome of the vote.

The DISTRICT agrees to pay the cost as determined by Galaxy Development Council:

Galaxy Development Council Approved Development:

- a. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$1.25 times the enrollment reported on the District's first 2016-17 apportionment attendance report for the **End User Reporting Project**.
- b. The DISTRICT has chosen not to participate in the Electronic Time and Attendance Project.
7. The term of this agreement shall be from the **July 1, 2016** to and including **June 30, 2017**. The SUPERINTENDENT will provide a rate letter for a successor agreement in April of 2017. The DISTRICT shall notify the SUPERINTENDENT by May 1, 2017 in writing if the DISTRICT does not intend to participate in the 2017-18 fiscal year.
8. The SUPERINTENDENT shall invoice the DISTRICT in March 2016 for the annual charges. Semiannual or usage charges shall be invoiced in March 2016 and July 2016. The DISTRICT agrees to make payment within 30 days from invoice date.
9. The SUPERINTENDENT at his discretion may reduce the rate should increase in participation warrant a reduction. The SUPERINTENDENT shall invoice the DISTRICT in March of each year, and the DISTRICT agrees to make payment within 30 days.
10. The SUPERINTENDENT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
11. INDEPENDENT CONTRACTOR: The SUPERINTENDENT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the DISTRICT.
12. ASSIGNMENT OF CONTRACT: The SUPERINTENDENT shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the SUPERINTENDENT in connection with this contract.

13. **HOLD HARMLESS:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
14. **CHANGES:** This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
- a. Administrative changes.
 - b. Changes as required by law.
 - c. Reduction of rates authorized by the SUPERINTENDENT.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**Riverside County
Superintendent of Schools**

Riverside Community College District

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Richard D'Souza, Executive Director
Information Technology Services
Printed Name and Title

Aaron S. Brown, Vice Chancellor
Business & Financial Services
Printed Name and Title

Date _____

Date _____

Agenda Item (VI-B-7)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-7)
Subject	Out-of-State Travel
College/District	District
Funding	n/a
Recommended Action	Recommended that the Board of Trustees approve the out-of-state travel.

Background Narrative:

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

Prepared By: Michael Burke, Ph.D., Chancellor
Heidi Gonsier, Executive Administrative Assistant

Attachments:

[Out of State travel_January](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: January 17, 2017

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

Revision:

- 1) Dr. Terri Hampton, vice chancellor, human resources and employee relations, to travel to Washington DC, March 12 through 15, 2017, to attend the National Association of Diversity Officers in Higher Education, 11th Annual Conference. Estimated cost: \$3,748.44. Funding source: General funds. (Estimated airfare went from \$800 to \$1,300 and hotel reservation went from \$900 to \$1,050.)

Current:

Moreno Valley College

- 1) Ms. Ann Yoshinaga, associate dean, academic support, to travel to Kansas City, Missouri, March 19 through 23, 2017, to attend the University of Missouri-Kansas City Supplemental Instruction Training. Estimated cost: \$2,509.53. Funding source: General funds.

Norco College

- 1) Ms. Eva Amezola, director, upward bound, to travel to Washington DC, March 20 through 23, 2017, to attend the Council for Opportunity in Education: 37th Annual Policy Seminar; Policy & Relations with the U.S. Department of Education. Estimated cost: \$1,377.70. Funding source: General funds.

Riverside City College

- 1) Mr. James Ducat, assistant professor, English, to travel to Washington DC, February 8 through 11, 2017, to attend the 2017 Association of Writers and Writing Programs Conference and Book-fair. Estimated cost: \$1,793.40. Funding source: \$1,093.40 to be paid by General funds and \$700.00 to be paid by Faculty Development funds.
- 2) Dr. Dariush Haghghat, professor, political science, to travel to Cambridge, Massachusetts, February 14 through 19, 2017, to accompany fifteen (15) students to the Harvard Model United Nations Conference. Estimated cost: \$19,353.20. Funding source: Model United Nations funds.

Riverside Community College District

- 1) Ms. Bernadina Anderson, foundation administrative technician, RCCD foundation, to travel to Washington DC, February 21 through 24, 2017, to attend the Council for Advancement and Support of Education: Gift Processing and Records Management Workshop. Estimated cost: \$2,614.51. Funding source: General funds.

Agenda Item (VI-B-8-a)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	2017-2018 Nonresident Tuition and Capital Outlay Surcharge Fees
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees adopt a nonresident tuition Fee rate of \$234 per unit and a capital outlay surcharge fee rate of \$67 per unit for FY 2017-2018; and direct staff to promulgate these charges via the 2017-2018 catalog, schedule of classes, and other appropriate materials.

Background Narrative:

Education Code Section 76140 requires California community college districts to establish a nonresident tuition fee rate by Board action prior to February 1 each year for the succeeding academic year.

For fiscal year 2016-2017, the District's nonresident tuition fee rate is \$211 per unit. The calculated statewide average rate for fiscal year 2017-2018 is \$234 per unit. The calculated District average rate for FY 2017-2018 is \$225. The District's colleges recommend using the calculated statewide average rate of \$234 for FY 2017-2018.

Education Code Section 76141 also authorizes California Community College Districts to charge nonresident students, except for AB 540 nonresident students who have attended high school in California and received a high school diploma or its equivalent, a capital outlay surcharge amount not to exceed the amount expended for capital outlay in the preceding year, divided by the total full-time equivalent students.

For FY 2016-2017, the District's capital outlay surcharge fee rate is \$57 per unit. The District's calculated rate is \$67 per unit for FY 2017-2018. The District's colleges recommend using the calculated rate of \$67 per unit for fiscal year 2017-2018.

Upon approval, staff will promulgate these charges via the 2017-2018 catalog, schedule of classes, and other appropriate materials.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Nathaniel Jones, Vice President, Business Services (MVC)
Beth Gomez, Vice President, Business Services, Norco College
Wolde-Ab Isaac, President, Riverside

Attachments:

[01172017_2017-2018 Non Resident Fees Worksheet](#)

California Community Colleges 2017-18 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2017-18 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2015-16 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$8,024,141,296	\$ 190,575,442	\$ _____
B. Annual Attendance FTES (Recal 2015-16)	<u>1,186,716</u>	<u>29,339</u>	_____
C. Average Expense of Education per FTES (A ÷ B)	\$ <u>6,762</u>	\$ <u>6,496</u>	\$ _____
D. U.S. Consumer Price Index Factor (2 years)	x <u>1.038</u>	x <u>1.038</u>	x <u>1.038</u>
E. Average Cost per FTES for Tuition Year (C x D)	<u>\$7,019</u>	\$ <u>6,743</u>	\$ _____
F. Average Per Unit Nonresident Cost – Semester (Qtr)	<u>\$234 (\$156)</u>	\$ <u>225</u>	\$ _____
G. Highest year Statewide average – Semester (Qtr)	<u>\$234 (\$156)</u>	\$ <u>225</u>	\$ _____
H. Comparable 12 state average – Semester (Qtr)	<u>\$425 (\$283)</u>	\$ <u>425</u>	\$ _____

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident and nonresident students; Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2012-13 through 2015-16 is \$234 per semester unit or \$156 per quarter unit (2015-16).

Option 7. The average of the nonresident tuition fees of public community colleges in 2015-16 of no less than 12 states comparable to California in cost of living is \$397 per semester unit or \$265 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue.
- Actual resident FTES was greater than funded resident FTES.
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

Continue to next page ►

► Continued from previous page

The district governing board at its January 17, 2017 meeting adopted a **nonresident tuition fee** of \$ 234 per semester unit or \$ N/A per quarter unit.

Basis for adoption is (*place an X in one box only*).

- 1. Statewide average cost, per column 1.
- 2. District average cost, per column 2.
- 3. District average cost with 10% or more noncredit FTES, per column 3.
- 4. Contiguous district. _____ . (*Specify district and its fee*).
- 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
- 6. Statewide average cost, from 2015-16 (\$234 per semester unit; \$156 per quarter unit).
- 7. No more than average tuition of 12 states with cost of living comparable to California.

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to any nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2015-16 \$ 58,616,554
- b. FTES for 2015-16 29,339
- c. Capital outlay expense per FTES (*line a divided by line b*) \$1,998
- d. Capital Outlay Fee per unit:
 - 1. Per semester unit (*line c divided by 30 units*) \$67

OR

- 2. Per quarter unit (*line c divided by 45 units*) N/A
- e. 2017-18 Nonresident Student Capital Outlay Fee (not to exceed *the lesser of line d OR 50% of adopted 2017-18 Nonresident Tuition Fee*) \$67

The district governing board at its January 17, 2017 meeting adopted a **nonresident capital outlay fee** of \$ 67 per semester unit or \$ N/A per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2017, please submit a copy of this report by February 15, 2017 to:

**California Community Colleges Chancellor's Office
Fiscal Services Unit (attn. Michael Yarber)
1102 Q Street,
Sacramento, CA 95811-6549 FAX (916) 323-8245**

District: Riverside Community College District
Contact Person: Aaron S. Brown, Vice Chancellor, Business & Financial Services
Phone Number & email: (951) 222-8789 / aaron.brown@rccd.edu

Agenda Item (VI-B-8-b)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-b)
Subject	Surplus Property
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Background Narrative:

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

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

Attachments:

[01172017_Surplus Property List](#)

**SURPLUS EQUIPMENT
 JANUARY 17, 2017**

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
82	NONE	20 WATT LED WALL KIT	LED	NONE	NONE
28	NONE	10 WATT LED STEP KIT	LED	NONE	NONE
25	NONE	20-50-UNV-D-BZ	LED	D440	NONE
33	NONE	10 WATT LED WALL KIT	LED	NONE	NONE
10	NONE	23-40-UNV-D-BZ	LED	ARFK8	NONE
44	NONE	40-50-UNV-D-WH	LED	D533	NONE
10	NONE	LIGHTS	LED	12DR5627K	NONE
25	NONE	LIGHTS	LED	14DR5627K	NONE
41	NONE	40-50-UNV-D-BZ	LED	NONE	NONE
24	NONE	PGM3	30-LU-4K-BZ	NONE	NONE
10	NONE	30-40-UNV-D-BZ	28-LU-4K-VG	D821	NONE
19	NONE	26-40-UNV-D-BZ	SR8-C (LED)	NONE	NONE
2	NONE	26-40-UNV-D-BZ	SR8-P (LED)	NONE	NONE
82	NONE	LENS COVERS	A-96446	NONE	NONE
1	CHEVROLET	VEHICLE	MALIBU	1G1ND52J02M640243	062275
1	HITACHI	TELEVISION	CMP5000WXU	Q3A3000496	050280
1	SHARP	TELEVISION	LC55LE653U	504A2712895	NONE
1	DELL	MONITOR	E198WFPV	N0MM2267373184205E	039164
1	DYNATRON	ULTRA MASSAGER	D950PLUS	955911	024027
1	HP	PRINTER	C3917A	CNS59055013	009111
1	IBM	TYPewriter	T1517B	14300000283702	002049
1	GATEWAY	MONITOR	FPD1765	MW662BOC07338	033501
1	GATEWAY	MONITOR	FPD1765	MW662BOC07348	033510
1	GATEWAY	MONITOR	FPD1765	MW688BOV10506	034714
1	GATEWAY	MONITOR	FPD1765	MW662BOC07342	033507
1	DENON	BLU-RAY PLAYER	DN-500BD	D5815176302033	062754
1	GATEWAY	CPU PC	E6500-D	0036590934	031992
1	DELL	CPU PC	D03D	MJNGVY1	043907
1	HOLGA	5 DRW FILE CABINET	310	RCC467	R0206
1	HOLGA	4 DRW FILE CABINET	510	RCC899	NONE
1	HOLGA	2 DRW FILE CABINET	210	NONE	NONE
1	HON	3'X3' SQ. TABLE (WLNT)	NONE	NONE	NONE
1	HON	3'X3' SQ. CNR SDK TOP	NONE	NONE	NONE
1	HOLGA	4 DRW FILE CAB (BRNZE)	410	RCC278	R1104
1	HON	5 DRW FILE CAB. (BEIGE)	315	NONE	R1094
1	HOLGA	4 DRW FILE CAB (BRNZE)	410	NONE	R1100
1	HON	5 DRW FILE CAB. (BEIGE)	315P	NONE	NONE
1	BUSH	5 SHLF BOOKCASE (WLNT)	NONE	NONE	NONE
1	HON	STORAGE CAB. (BEIGE)	HSC1872	NONE	NONE
6	HERTZ FURN	STUDENT DESK W/CHR	NONE	NONE	NONE
4	HON	STACKABLE CHAIR (BLK)	NONE	NONE	NONE
8	ANDERSON	CFRNCE TABLE CHAIRS	NONE	NONE	NONE
2	VIRCO	STACKABLE CHAIR (BLU)	NONE	NONE	NONE
7	POWERCOM	ELCT WORK TABLE W/RTN	PCPL	NONE	NONE
1	L.B.M.	10' WOODEN TABLE	NONE	NONE	NONE
1	KAWAI	DIGITAL PIANO	CA440	9290309	010093
1	KAWAI	DIGITAL PIANO	CA440	9290295	011594
1	HON	COMP. TABLE	NONE	NONE	NONE
1	BRETFORD	PROJ. CART. W/WHEELS	42E	NONE	005811
1	HON	LOBBY CHAIR (BLU)	NONE	NONE	NONE
1	HOLGA	5 DRW FILE CAB. (GRAY)	510	NONE	R1026
1	HON	COMP. DESK. (WLNT)	NONE	6036449	NONE

**SURPLUS EQUIPMENT
 JANUARY 17, 2017**

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	BUSH	4' BOOK CASE (WLNT)	NONE	NONE	NONE
1	POWERCOM	CORNER COMP. TABLE	NONE	NONE	NONE
10	HON	2 DWR. FILE CAB. (GRAY)	NONE	NONE	NONE
1	SAMSUNG	MONITOR	710N	MJ17HCHX602049K	NONE
1	SONY	DVD/CD PLAYER	DVP-NC600	1147732	NONE
1	HP	CPU PC	MXL5330L-TH	NONE	NONE
1	HON	4 DRW FILE CAB. (BEIGE)	314L	NONE	NONE
1	HON	6' BOOK CASE (BEIGE)	VERTICAL	NONE	NONE
1	3M	OVERHEAD PROJECTOR	900 AJB	NONE	NONE
1	HON	6' BOOK CASE (OAK)	NONE	NONE	NONE
1	ATL. METAL	5' STORAGE CAB.(GRAY)	NONE	NONE	R1623
1	GLB STOR.	4' RECT. STORAGE UNIT	NONE	NONE	NONE
1	HOLGA	5 DRW FILE CAB. (BRNZE)	VERTICAL	RCC173	R0325
1	HON	4 DRW FILE CAB. (BEIGE)	314P	NONE	R0021
2	HON	2 DRW FILE CAB. (PEACH)	412L	NONE	NONE
1	HON	5' CONF. TABLE (WALNUT)	NONE	NONE	NONE
15	VIRCO	STUDENT DESK W/CHR	M3700-BK	NONE	NONE
2	POWERCOM	CORNER ELEC. UNIT	NONE	NONE	NONE
6	NONE	FOLDING DESK (GRAY)	NONE	NONE	NONE
1	BRETFORD	ROLLING CART	NONE	NONE	NONE
1	MICRO. COMP	2'X2' TABLE (BEIGE)	NONE	NONE	NONE
1	NONE	8' WOODEN EXEC. DESK	NONE	NONE	NONE
1	BUSH	4' ROLLING COMP. STATION	NONE	NONE	NONE
1	HON	ROLLING PEDESTAL (WOOD)	NONE	NONE	NONE
1	NONE	CORNER CONF. TABLE	NONE	NONE	NONE
1	HITACHI	STARBOARD MONITOR	T-17XL	W643642A0341K0042	035642
1	PANASONIC	VIDEO RECORDER	AG-DV1000	A2TD00116	019457
1	HP	PRINTER	CP3525X	CNCC94205Y	041014
1	FELLOWES	SHREDDER	C320C	CRC38325	NONE
1	HP	PRINTER	2605DN	606201351	036586
1	HOLGA	5 DRW FILE CAB. (BEIGE)	510	RCC259	R1091
1	PROXIMA	DESKTOP PROJECTOR	5900	08304613	013106
1	NONE	PROJECTOR TABLE	NONE	NONE	NONE
1	PANASONIC	TELEVISION/VCR COMBO	PV-C2022	A2AC20257	NONE
1	BRETFORD	T.V. CART W/WHEELS	NONE	NONE	NONE
1	ARM. MED	T.V. INTERFACE	AA-900	1041	003016
1	ACTIVSTUDIO	INTERACTIVE WHITEBOARD	PRMAB202	5038404106	026859
1	ACTIVSTUDIO	INTERACTIVE WHITEBOARD	PRMAB202	5038306019	026860
3	NONE	COMP. DESK W/WHEELS	NONE	NONE	NONE
1	VADDIO	CAMERA SWITCHER	9991001000	9-1001-000-109-05-00-0	031941
1	VADDIO	CAMERA SWITCHER	9991001000	9-1001-000-109-05-00-0	026998
1	INTERLINK	WIRELESS MOUSE	VP4800	20042	016910
1	INTERLINK	WIRELESS MOUSE	VP4800	20024	016911
1	INTERLINK	WIRELESS MOUSE	VP4800	20025	016912
1	CANON	VIDEO VISUALIZER	RE-350	2421100176	018747
1	CANON	VIDEO VISUALIZER	RE-350	2411100080	018746
1	SHARP	VCR	XA-705	908720165	014154
1	EIKI	PROJECTOR	LC-300	G2604473	003394
1	KODAK	SLIDE PROJECTOR	B2	2841643	002351
1	KODAK	PROJECTOR - CAROUSEL	EKTGRAPHIC III	205878	016795
1	EIKI	FILM PROJECTOR	SSL-O	28751	004699
1	PANASONIC	CASS. PLAYER/RECORDER	PR-830	XE8AA43105	010490

**SURPLUS EQUIPMENT
 JANUARY 17, 2017**

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	SHARP	VCR	XA-705	908720205	014156
1	PANASONIC	VHS PLAYER	AG-10008	L9TB01227	000164
1	KODAK	PROJECTOR	EXTAGRAPHIC	205880	016784
1	KODAK	PROJECTOR	EKTAGRAPHIC	230471	016788
1	KODAK	SLIDE PROJECTOR	AF-2	3576096	NONE
1	KODAK	PROJECTOR - CAROUSEL	EKTAGRAPHIC	219182	016791
24	VIRCO	DESK/CHAIR COMBO	M3400	NONE	NONE
31	VIRCO	DESK/CHAIR COMBO	M3700-BK	NONE	NONE
1	HON	METAL DESK	NONE	RCC-70	R0612
1	HON	METAL DESK	NONE	RCC-136	R0611
1	HON	METAL DESK	NONE	RCC-135	R0613
1	EBERBACH	POL./CURR. CONTROLLER	NONE	630610	004409
1	CANON	VIDEO VISUALIZER	RE-350	2421100237	018748
1	RCA	TELEVISION	JRR985PR	718630165	003343
1	RCA	TELEVISION	JKR985RR	505680116	003344
1	BRETFORD	T.V. CART W/WHEELS	NONE	NONE	005829
1	BRETFORD	T.V. CART W/WHEELS	NONE	NONE	005830
3	GLOBAL	TASK CHAIRS	GRANADA/3212	NONE	NONE
1	APC	POWER BACKUP	650	B96048506225	NONE
1	MARTIN YALE	AUTO PAPER FOLDER	1601110	5123	NONE
1	KODAK	PROJECTOR	EKTGRAPHIC III	A406039	002354
2	WINSTED	COMPUTER DESKS	NONE	NONE	NONE
1	BRETFORD	COMPUTER DESKS	NONE	NONE	NONE
1	BROTHER	FAX/PRINTER COMBO	INTELLIFAX 4100	U60298K5J365234	031431
1	HP	PRINTER - LASERJET	6110	MY3B5H824S	023188
1	HP	SCANNER	SCANJET 5200C	SG8BF160J6	014809
1	EIKI	COLOR PROJECTOR	LC-300	02403263	004807
1	SHARP	VCR	XA-705	908720126	014165
1	HON	METAL DESK	NONE	RCC-132	004188
1	HOLGA	5 DRW FILE CABINET	510	NONE	R1132
1	HON	4 DRW FILE CABINET	314	NONE	NONE
1	KRAFLOW	SUPPLY CABINET	NONE	NONE	NONE
60	VIRCO	DESK/CHAIR COMBO	M3700BR	NONE	NONE
40	VIRCO	DESK/CHAIR COMBO	M3400	NONE	NONE
4	VIRCO	DESK/CHAIR COMBO	M9640	NONE	NONE
1	HON	FOLDABLE TABLE	NONE	NONE	NONE
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-12	033010
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-12	032995
1	HON	4 DRW FILE CAB. (GRAY)	514P	NONE	NONE
1	HON	METAL BOOK CASE	S48ABC	DU72XV	NONE
1	HOLGA	5 DRW FILE CABINET	510	RCC-296	R-0811
1	BUSH	5 FT. WOODEN BOOKCASE	NONE	NONE	NONE
1	HON	4 DRW FILE CAB. (TAN)	214L	NONE	NONE
1	HOLGA	5 DRW FILE CAB. (GRAY)	510	NONE	R-0033
1	HON	4 SHLF. METAL BOOKCASE	S48ABC	NONE	NONE
1	PREMIER	4 DRW FILE CABINET	VERTICAL	NONE	R-0394
1	COROMETRICS	FETAL MONITOR	116	13000099	431177
1	NONE	4 DRW WOODEN CABINET	NONE	NONE	NONE
1	HP	PRINTER - LASERJET	8150N	USBLM10474	023667
1	HP	STORAGE CABINET	NONE	NONE	NONE
1	NONE	4' PRIVACY SCREEN	NONE	NONE	NONE
1	HON	DESK	D/PEDESTAL	MP7L2L	NONE

**SURPLUS EQUIPMENT
 JANUARY 17, 2017**

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HON	DESK	D/PEDESTAL	DJ79BN	NONE
1	HON	DESK	D/PEDESTAL	D279BN	NONE
1	HON	4 SHLF. BOOKCASE	1894	CBXPK3	NONE
1	VIRCO	2'X4' TABLE	4000 SERIES	NONE	NONE
3	NONE	WALL MOUNT MED EQUIP.	MD18	NONE	NONE
4	UNITED METAL FAB	STAIN. STEEL TRASH BINS	S2-E	NONE	NONE
1	G.W.C.	WOODEN DESK	G3060P	10704096001-0	NONE
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-03	032996
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-07	033006
1	HON	DESK RETURN	H10512L	NONE	NONE
1	HON	LATERAL FILE	30192	NONE	R-208
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-10	033008
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-09	033007
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-08	032993
1	HOSP. SYS.	COGENT TRAIN. HEADWALL	PG2070000	9240-11	032994
1	GESTETNER	COPIER	4502P	K62055030968	031947
1	NONE	METAL DESK WOOD TOP	NONE	NONE	NONE
30	VIRCO	DESK/CHAIR COMBO	M-3700BR	NONE	NONE
44	VIRCO	DESK/CHAIR COMBO	M-3400	NONE	NONE
1	HON	DESK CHAIR	7808BP19T	M28KZE	NONE
1	HON	DESK CHAIR	VL630VA	33JMV1	NONE
1	AMNEON	CHAIR	NONE	NONE	NONE
1	PHILIPS	TELEVISION	27Z500-7563	78953609	023409
1	ASPIRE	AUDIO DRIVER	2193	E145	NONE
1	HON	LATERAL FILE	H-2739GR	W87475	NONE
1	HON	DESK	NONE	ZDYQB	R-1515
4	VIRCO	DRAFTING TABLES	NONE	NONE	NONE
1	POWERCOM	ELCT WORK TABLE W/RTN	PCPL	C39291-009	NONE
1	IFFANY INDUSTRIE	UNDER DESK PEDESTAL	3404	1121-2749-2991	NONE
1	HON	FILE CABINET (WALNUT)	NONE	NONE	NONE
1	HON	SINGLE PEDESTAL DESK	34000 SERIES	NONE	NONE
1	POWERCOM	23"X71" WORK SURFACE	PR2472CNDN	C41734-004	NONE
1	BUSH	2'X3' TABLE (OAK)	NONE	NONE	NONE
1	HON	DOUBLE PED. DESK	NONE	CJSYET	NONE
1	HON	STOOL SHAIR	4609	31XLPR	NONE
1	VIRCO	2'X4' TABLE	NONE	NONE	NONE
1	HON	CHAIR	4004-GG	FXTDQ	NONE
1	HON	MAHOGANY DESK W/RETURN	NONE	NONE	NONE
1	HON	2 DRW GRAY DESK	NONE	NONE	NONE
1	HON	DESK (RETURN)	NONE	NONE	NONE
1	HON	COMPUTER DESK	NONE	NONE	NONE
1	BUSH	BOOK CASE (WALNUT)	NONE	NONE	NONE
1	HON	4 DRW LATERAL FILE	694LL	NONE	NONE
1	POWERCOM	23"X71" WORK SURFACE	PR2472CNDN	C41734-004	NONE
1	HON	4' MOHOGANY DESK	NONE	NONE	NONE
1	KRUEGER INT'L	WORK SURFACE	NONE	592938-01-000	NONE
1	BUSH	COMPUTER DESK	NONE	NONE	NONE
2	HON	DOUBLE PEDESTAL DESK	34962CL	NONE	NONE
1	HON	METAL DESK	NONE	RCC-160	NONE
1	HON	METAL DESK	NONE	RCC-159	NONE
1	NONE	DESK LAMP	52009	19-1108	NONE
1	NONE	BRASS DESK LAMP	NONE	NONE	NONE

**SURPLUS EQUIPMENT
 JANUARY 17, 2017**

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	PRINTER - LASERJET	4050	USBC023985	014196
1	HON	2 DRW METAL LAT. FILE	582LP	NONE	NONE
1	ARTOPEX	4 DRW LAT. FILE DK. GRAY	NONE	NONE	NONE
1	BUSH	DESK (RETURN)	NONE	NONE	NONE
1	POWERCOM	23"X71" WORK SURFACE	PR2472CNDN	C39291-012	NONE
1	POWERCOM	23"X71" WORK SURFACE	PR2472CNDN	C41734-003	NONE
1	POWERCOM	23"X71" WORK SURFACE	CAYN ZEPHYR	2226420002	NONE
1	POWERCOM	23"X36" WORK SURFACE	PR2436CNDN	PC140005-36	NONE
1	POWERCOM	23"X71" WORK SURFACE	PCPL	C39291-008	NONE
1	POWERCOM	23"X71" WORK SURFACE	PCPL	C39291-011	NONE
1	POWERCOM	23"X71" WORK SURFACE	PCPL	C39291-009	NONE
1	HON	5 DRW FILE CABINET	315-L	R-1114	NONE
1	MICRO. COMP	2'X3' VINYL/PLASTIC DESK	NONE	NONE	NONE
1	HON	3'X3' HOSP. TABLE	XSP-26P	NONE	NONE
1	MICRO. COMP	6' PERSONAL DESKS	NONE	NONE	NONE
1	IMAGISTICS	COPIER	IM2830	7010050	NONE
1	IMAGISTICS	COPIER	IM2830	7030173	NONE
1	HON	4 DRW LATERAL FILE	694LL	R-0214	NONE
1	HON	GUEST CHAIRS (GRAY)	NONE	NONE	NONE
1	DELL	CPU PC	DHM	9T8RM71	030154
2	HON	TASK CHAIR	5701-BL	C120772	NONE
1	KIMBALL INT'L	DESK (GRAY)	NONE	S0025020925	NONE
1	HON	DESK	T530605	MP4FKW	T530605
1	VIRCO	COMP. DESK	M84305	4008714	NONE
1	POWERCOM	DESK (RETURN)	PR2436CNDN	C39291-001	NONE
1	BUSH	OVERHEAD CABINET	NONE	NONE	NONE
1	HON	WOODEN TABLE	NONE	NONE	NONE
1	HON	METAL BOOK SHELF	S48ABC-L	NONE	NONE
1	ARTOPEX	4 DRW LATERAL FILE	NONE	NONE	NONE
1	HON	2 DRW FILE CABINET	T830 DEN	782986145219	NONE
1	VIRCO	2'X2' TABLE (OAK)	M-84905Q30	201K06114	NONE
5	OFFICE STAR PROD	TASK CHAIR	SC620-41	NONE	NONE
5	POWERCOM	DESK (RETURN)	PCLC	PR3048CNDN	NONE
1	AMER. BUSIN. FURN	2'X2' SQ. TABLE	NONE	NONE	NONE
1	BUSH	DESK (OAK VENEER)	DOUBLE PED.	R-0721	002095
1	HON	WOODEN DESK	DOUBLE PED.	RCC-29	000060
1	DELL	MONITOR	1908FP	CN-OG313H-74261	038307
1	VIRCO	7' WOODEN BOOKCASE	5 SHELF	NONE	NONE
1	NONE	WOODEN PODIUM	NONE	NONE	NONE
1	HON	D/PED. WOODEN DESK	NONE	NONE	NONE
1	HON	MATCHING CREDENZA	NONE	NONE	NONE
4	MICRO. COMP	6' VINYL/PLASTIC DESKS	NONE	NONE	NONE
1	DELL	MONITOR	E-176FP	CN-OT9998-46633	037380

Agenda Item (VI-B-8-c)

Meeting	1/17/2017 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-c)
Subject	Notices of Completion
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees 1) accept the projects listed on the attachment as complete, and 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).

Background Narrative:

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

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director
Steve Monsanto, Director, Facilities
Majd Askar, Director of Business Services

Attachments:

[01172017_Notices of Completion](#)

COMPLETED PROJECTS

January 17, 2017

Project

CAADO – P2 Construction – Miscellaneous
CAADO – P2 Construction – Plumbing
CAADO – P2 Construction – Acoustical
CSA – P2 Construction – Miscellaneous
CSA – P2 Construction – Plumbing
CSA – P2 Construction – Acoustical
Third Street Light Fixtures Replacement at NC

Contractor

Inland Building Construction Companies, Inc.
JM Farnan Co., Inc.
Preferred Ceilings, Inc.
Inland Building Construction Companies, Inc.
JM Farnan Co., Inc.
Preferred Ceilings, Inc.
Advanced Electrical Contracting, Inc.

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

Name **Aaron S. Brown**
Business and Financial Services
Street Address **3801 Market Street**
City & State **Riverside, CA 92501**

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 3801 Market Street, Riverside, CA 92501
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 01/17/2017. The work done was:
Culinary Arts Academy & District Offices-P2 Construction - Miscellaneous DSA #04-112789
- The name of the contractor, if any, for such work of improvement was _____
Inland Building Construction Companies, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3801 Market Street, Riverside, CA 92501
(If no street address has been officially assigned, insert "none")

Dated: 01/17/2017

Riverside Community College District
President, Board of Trustees

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

VERIFICATION

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

Executed on January 18, 20 17, at Riverside, California.
(Date of signature) (City where signed)

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

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

Name **Aaron S. Brown**
Business and Financial Services
Street Address **3801 Market Street**
City & State **Riverside, CA 92501**

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 3801 Market Street, Riverside, CA 92501
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 01/17/2017. The work done was:
Culinary Arts Academy & District Offices-P2 Construction - Plumbing DSA #04-112789
- The name of the contractor, if any, for such work of improvement was _____
JM Farnan Co., Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3801 Market Street, Riverside, CA 92501
(If no street address has been officially assigned, insert "none")

Dated: 01/17/2017

Riverside Community College District
President, Board of Trustees

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

VERIFICATION

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Business and Financial Services
Street Address **3801 Market Street**
City & State **Riverside, CA 92501**

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- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 01/17/2017. The work done was:
Culinary Arts Academy & District Offices-P2 Construction - Acoustical DSA #04-112789
- The name of the contractor, if any, for such work of improvement was _____
Preferred Ceilings, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3801 Market Street, Riverside, CA 92501
(If no street address has been officially assigned, insert "none")

Dated: 01/17/2017

Riverside Community College District
President, Board of Trustees

Signature of owner or corporate officer of owner
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- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 01/17/2017. The work done was:
Coil School for the Arts-P2 Construction-Miscellaneous DSA #04-112917
- The name of the contractor, if any, for such work of improvement was _____
Inland Building Construction Companies, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3890 University Ave., Riverside, CA 92501
(If no street address has been officially assigned, insert "none")

Dated: 01/17/2017

Riverside Community College District
President, Board of Trustees

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

VERIFICATION

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

Executed on January 18, 20 17, at Riverside, California.

(Date of signature)

(City where signed)

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Riverside Community College District
AND WHEN RECORDED MAIL TO:

Name **Aaron S. Brown**
Business and Financial Services
Street Address **3801 Market Street**
City & State **Riverside, CA 92501**

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- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 12/13/2016. The work done was:
Coil School for the Arts-P2 Construction - Plumbing DSA #04-112917
- The name of the contractor, if any, for such work of improvement was _____
J.M. Farnan Co., Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3890 University Ave, Riverside, CA 92501
(If no street address has been officially assigned, insert "none")

Dated: 12/13/2016

Riverside Community College District
President, Board of Trustees

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

VERIFICATION

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

Executed on January 18, 20 17, at Riverside, California.

(Date of signature)

(City where signed)

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

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AND WHEN RECORDED MAIL TO:

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Business and Financial Services
Street Address **3801 Market Street**
City & State **Riverside, CA 92501**

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

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 01/17/2017. The work done was:
Coil School for the Arts-P2 Construction-Acoustical DSA #04-112917
- The name of the contractor, if any, for such work of improvement was _____
Preferred Ceilings, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3890 University Ave., Riverside, CA 92501
(If no street address has been officially assigned, insert "none")

Dated: 01/17/2017

Riverside Community College District
President, Board of Trustees

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(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 01/17/2017. The work done was:
Third Street Light Fixtures Replacement
- The name of the contractor, if any, for such work of improvement was _____
Advanced Electrical Contracting, Inc.
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Norco, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 2001 Third Street, Norco, CA 92860
(If no street address has been officially assigned, insert "none")

Dated: 01/17/2017

Riverside Community College District
 President, Board of Trustees

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

VERIFICATION

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Executed on January 18, 20 17, at Riverside, California.

(Date of signature)

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

Agenda Item (VII-A)

Meeting 1/17/2017 - Regular

Agenda Item Consent Agenda Information (VII-A)

Subject Monthly Financial Report for Month Ending – December 31, 2016

College/District District

Information Only

Background Narrative:

See the attached monthly Financial Report for the period July 1, 2016 through December 31, 2016.

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

Attachments:

[01172017_Monthly Financial Report \(July-Dec 2016\)](#)

MONTHLY FINANCIAL REPORT
JULY 1, 2016 – DECEMBER 31, 2016

<u>General Funds</u>	<u>Page</u>
Resource 1000 - General Operating	2
Resource 1050 - Parking	3
Resource 1070 - Student Health Services	4
Resource 1080 - Community Education	5
Resource 1090 - Performance Riverside	6
Resource 1110 - Contractor-Operated Bookstore	7
Resource 1120 - Center for Social Justice and Civil Liberties	8
Resource 1170 - Customized Solutions	9
Resource 1180 - Redevelopment Pass-Through	10
Resource 1190 - Grants and Categorical Programs	11
<u>Special Revenue Funds</u>	
Resource 3200 - Food Services	12
Resource 3300 - Child Care	13
<u>Capital Projects Funds</u>	
Resource 4100 - State Construction & Scheduled Maintenance	14
Resource 4130 - La Sierra Capital	15
<u>General Obligation Bond Capital Project Funds</u>	
Resource 4390 - G. O. Bond Series 2015E Capital Appreciation Bonds	16
<u>Internal Service Funds</u>	
Resource 6100 - Self-Insured PPO Health Plan	17
Resource 6110 - Self-Insured Workers Compensation	18
Resource 6120 - Self-Insured General Liability	19
Resource 6900 – Internal Service Fund – OPEB	20
<u>Expendable Trust and Agency Funds</u>	
Associated Students of RCCD	21
Student Financial Aid	22
RCCD Development Corporation	23

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

Fund 11, Resource 1000 is the primary operating fund of the District. It is used to account for those transactions that, in general, cover the full scope of operations of the entire District. All transactions, expenditures and revenue are accounted for in the general operating resource unless there is a compelling reason to report them elsewhere. Revenues received by the District from state apportionments, county or local taxes are deposited in this resource.

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7/1/15 to 6/30/16	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 184,678,639	\$ 175,382,613	\$ 175,382,613	\$ 83,424,452
Inter/Intrafund Transfer from				
Customized Solutions (Resource 1170)	5,232	0	0	0
District Bookstore (Resource 1110)	309,232	1,051,333	1,051,333	525,666
Total Revenues	\$ 184,993,103	\$ 176,433,946	\$ 176,433,946	\$ 83,950,118
Expenditures				
Academic Salaries	\$ 72,273,764	\$ 76,443,923	\$ 76,358,182	\$ 32,228,929
Classified Salaries	29,965,557	33,172,373	33,132,600	14,927,809
Employee Benefits	38,759,827	46,643,305	46,639,163	19,076,240
Materials & Supplies	1,791,958	2,404,807	2,441,943	707,408
Services	15,921,286	37,310,848	37,125,896	7,106,391
Capital Outlay	1,171,694	1,157,241	1,381,803	491,419
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	590,024	665,157	665,157	332,579
Center for Social Justice and Civil Liberties (Resource 1120)	149,847	168,706	168,706	84,353
Federal Work Study (Resource 1190)	312,250	348,265	348,265	65,984
Student Financial Assist (Resource 1190)	935,159	14,341	14,341	14,341
Veteran Services (Resource 1190)	2,493	4,842	4,842	4,842
Interfund Transfer to:				
Resource 4130	1,270,000	2,630,000	2,630,000	2,630,000
Total Expenditures	\$ 163,143,860	\$ 200,963,808	\$ 200,910,898	\$ 77,670,294
Revenues Over (Under) Expenditures	\$ 21,849,243	\$ (24,529,862)	\$ (24,476,952)	\$ 6,279,824
Beginning Fund Balance	14,667,941	36,517,184	36,517,184	36,517,184
Ending Fund Balance	\$ 36,517,184	\$ 11,987,322	\$ 12,040,232	\$ 42,797,009
Ending Cash Balance				\$ 44,944,924

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,713,282	\$ 2,896,177	\$ 2,896,177	\$ 1,427,693
Expenditures				
Classified Salaries	\$ 1,651,936	\$ 1,548,043	\$ 1,548,043	\$ 796,333
Employee Benefits	618,606	566,546	566,546	243,895
Materials & Supplies	32,642	48,846	48,846	16,685
Services	706,917	851,183	851,183	365,462
Capital Outlay	120,262	219,340	219,340	35,211
Total Expenditures	\$ 3,130,363	\$ 3,233,958	\$ 3,233,958	\$ 1,457,585
Revenues Over (Under) Expenditures	\$ (417,082)	\$ (337,781)	\$ (337,781)	\$ (29,892)
Beginning Fund Balance	(36,982)	(454,063)	(454,063)	(454,063)
Ending Fund Balance	\$ (454,063)	\$ (791,844)	\$ (791,844)	\$ (483,955)
Ending Cash Balance				\$ (423,295)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three colleges.

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,517,810	\$ 1,480,500	\$ 1,480,500	\$ 676,466
Expenditures				
Academic Salaries	\$ 444,802	\$ 470,668	\$ 470,668	\$ 221,893
Classified Salaries	537,324	671,314	671,314	245,850
Employee Benefits	287,558	280,816	280,816	112,026
Materials & Supplies	72,637	115,030	135,030	55,185
Services	218,918	314,405	264,405	97,761
Capital Outlay	28,192	53,266	83,266	5,010
Total Expenditures	\$ 1,589,430	\$ 1,905,499	\$ 1,905,499	\$ 737,725
Revenues Over (Under) Expenditures	\$ (71,620)	\$ (424,999)	\$ (424,999)	\$ (61,259)
Beginning Fund Balance	2,189,378	2,117,758	2,117,758	2,117,758
Ending Fund Balance	\$ 2,117,758	\$ 1,692,759	\$ 1,692,759	\$ 2,056,499
Ending Cash Balance				\$ 1,991,301

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 128,035	\$ 130,006	\$ 130,006	\$ 83,229
Expenditures				
Academic Salaries	\$ 2,674	\$ 0	\$ 0	\$ 188
Classified Salaries	103,119	103,798	103,798	61,254
Employee Benefits	27,008	26,891	26,891	6,831
Materials & Supplies	3,155	3,300	3,300	0
Services	42,177	42,716	42,716	15,433
Total Expenditures	\$ 178,133	\$ 176,705	\$ 176,705	\$ 83,706
Revenues Over (Under) Expenditures	\$ (50,098)	\$ (46,699)	\$ (46,699)	\$ (477)
Beginning Fund Balance	(236,942)	(287,040)	(287,040)	(287,040)
Ending Fund Balance	<u>\$ (287,040)</u>	<u>\$ (333,739)</u>	<u>\$ (333,739)</u>	<u>\$ (287,516)</u>
Ending Cash Balance				<u>\$ (282,174)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 299,587	\$ 248,240	\$ 248,240	\$ 153,552
Intrafund Transfer from				
Performance Riverside (Resource 1090)	<u>275,000</u>	<u>275,000</u>	<u>275,000</u>	<u>137,500</u>
Total Revenues	<u>\$ 574,587</u>	<u>\$ 523,240</u>	<u>\$ 523,240</u>	<u>\$ 291,052</u>
Expenditures				
Academic Salaries	\$ 9,969	\$ 16,119	\$ 16,119	\$ 3,844
Classified Salaries	183,010	175,274	175,274	83,401
Employee Benefits	81,878	83,832	83,832	32,767
Materials & Supplies	20,513	24,013	24,013	1,425
Services	<u>190,261</u>	<u>198,450</u>	<u>198,450</u>	<u>128,545</u>
Total Expenditures	<u>\$ 485,630</u>	<u>\$ 497,688</u>	<u>\$ 497,688</u>	<u>\$ 249,981</u>
Revenues Over (Under) Expenditures	\$ 88,957	\$ 25,552	\$ 25,552	\$ 41,071
Beginning Fund Balance	<u>(806,432)</u>	<u>(717,476)</u>	<u>(717,476)</u>	<u>(717,476)</u>
Ending Fund Balance	<u>\$ (717,476)</u>	<u>\$ (691,924)</u>	<u>\$ (691,924)</u>	<u>\$ (676,405)</u>
Ending Cash Balance				<u>\$ (663,519)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,106,055	\$ 1,101,270	\$ 1,101,270	\$ 319,111
Expenditures				
Services	\$ 43,600	\$ 43,600	\$ 43,600	\$ 21,800
Interfund Transfer to				
Food Services (Resource 3200)	155,045	105,045	105,045	52,523
Riverside - Early Childhood Services (Resource 3300)	75,000	75,000	75,000	37,500
Intrafund Transfer to				
Performance Riverside (Resource 1090)	275,000	275,000	275,000	137,500
General Operating (Resource 1000)	309,232	1,051,333	1,051,333	525,666
Total Expenditures	\$ 857,877	\$ 1,549,978	\$ 1,549,978	\$ 774,989
Revenues Over (Under) Expenditures	\$ 248,178	\$ (448,708)	\$ (448,708)	\$ (455,878)
Beginning Fund Balance	208,317	456,496	456,496	456,496
Ending Fund Balance	\$ 456,496	\$ 7,788	\$ 7,788	\$ 618
Ending Cash Balance				\$ 618

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

Center for Social Justice and Civil Liberties is used to record the revenues and expenditures associated with operating the museum, archive, and educational center.

Fund 12, Resource 1120 - Center for Social Justice and Civil Liberties

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 25,408	\$ 25,400	\$ 25,400	\$ 18
Intrafund Transfer from				
General Operating (Resource 1000)	<u>149,847</u>	<u>168,706</u>	<u>168,706</u>	<u>84,353</u>
Total Revenues	<u>\$ 175,255</u>	<u>\$ 194,106</u>	<u>\$ 194,106</u>	<u>\$ 84,371</u>
Expenditures				
Classified Salaries	\$ 57,746	\$ 89,436	\$ 43,504	\$ 0
Employee Benefits	34,397	60,424	39,167	0
Materials & Supplies	1,161	1,350	3,350	2,331
Services	72,106	50,849	116,038	55,677
Capital Outlay	<u>2,178</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 167,589</u>	<u>\$ 202,059</u>	<u>\$ 202,059</u>	<u>\$ 58,008</u>
Revenues Over (Under) Expenditures	\$ 7,667	\$ (7,953)	\$ (7,953)	\$ 26,363
Beginning Fund Balance	<u>5,468</u>	<u>13,134</u>	<u>13,134</u>	<u>13,134</u>
Ending Fund Balance	<u>\$ 13,134</u>	<u>\$ 5,181</u>	<u>\$ 5,181</u>	<u>\$ 39,497</u>
Ending Cash Balance				<u>\$ 40,265</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 336,463	\$ 773,216	\$ 773,216	\$ 13,308
Expenditures				
Academic Salaries	\$ 27,361	\$ 0	\$ 0	\$ 0
Classified Salaries	147,643	152,736	152,736	76,368
Employee Benefits	82,611	79,416	79,416	30,778
Materials & Supplies	3,593	30,150	30,150	490
Services	322,162	941,581	941,581	239,331
Capital Outlay	.	3,500	3,500	0
Intrafund Transfer For:				
General Fund (Resource 1000)	5,232	0	0	0
Total Expenditures	\$ 588,602	\$ 1,207,383	\$ 1,207,383	\$ 346,967
Revenues Over (Under) Expenditures	\$ (252,139)	\$ (434,167)	\$ (434,167)	\$ (333,659)
Beginning Fund Balance	419,187	167,047	167,047	167,047
Ending Fund Balance	\$ 167,047	\$ (267,120)	\$ (267,120)	\$ (166,611)
Ending Cash Balance				\$ (312,406)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,900,184	\$ 1,889,750	\$ 1,889,750	\$ 10,847
Expenditures				
Services	\$ 399,386	\$ 567,283	\$ 567,283	\$ 131,646
Capital Outlay	6,292,424	3,307,759	3,307,759	199,427
Total Expenditures	\$ 6,691,810	\$ 3,875,042	\$ 3,875,042	\$ 331,073
Revenues Over (Under) Expenditures	\$ (4,791,626)	\$ (1,985,292)	\$ (1,985,292)	\$ (320,226)
Beginning Fund Balance	9,478,952	4,687,326	4,687,326	4,687,326
Ending Fund Balance	\$ 4,687,326	\$ 2,702,034	\$ 2,702,034	\$ 4,367,100
Ending Cash Balance				\$ 4,389,566

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 38,680,461	\$ 66,181,065	\$ 78,280,575	\$ 33,131,309
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	590,024	665,157	665,157	332,579
For Federal Work Study	312,250	348,265	348,265	65,984
For Student Financial Assistance	935,159	14,341	14,341	14,341
For Veteran Services	2,493	4,842	4,842	4,842
Total Revenues	<u>\$ 40,520,387</u>	<u>\$ 67,213,670</u>	<u>\$ 79,313,180</u>	<u>\$ 33,549,054</u>
Expenditures				
Academic Salaries	\$ 5,711,215	\$ 5,723,575	\$ 7,594,881	\$ 3,023,720
Classified Salaries	12,024,211	13,445,870	15,252,751	6,305,533
Employee Benefits	5,518,636	7,336,824	8,472,884	2,440,271
Materials & Supplies	1,986,137	8,161,523	8,465,706	566,510
Services	10,493,423	26,100,298	32,630,833	3,161,634
Capital Outlay	3,438,172	5,003,132	5,461,539	712,073
Student Grants (Financial, Book, Meal, Transportation)	1,348,594	1,442,448	1,434,586	537,456
Total Expenditures	<u>\$ 40,520,387</u>	<u>\$ 67,213,670</u>	<u>\$ 79,313,180</u>	<u>\$ 16,747,198</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 16,801,857
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 16,801,857</u>
Ending Cash Balance				<u><u>\$ 15,717,776</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 2,882,332	\$ 2,991,142	\$ 2,991,142	\$ 1,248,814
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>155,045</u>	<u>105,045</u>	<u>105,045</u>	<u>52,523</u>
Total Revenues	<u>\$ 3,037,377</u>	<u>\$ 3,096,187</u>	<u>\$ 3,096,187</u>	<u>\$ 1,301,336</u>
Expenditures				
Classified Salaries	\$ 996,803	\$ 1,079,578	\$ 1,079,578	\$ 513,095
Employee Benefits	327,407	415,765	415,765	155,313
Materials & Supplies	1,255,366	1,283,711	1,283,711	585,353
Services	228,461	226,450	226,450	100,235
Capital Outlay	<u>16,462</u>	<u>36,809</u>	<u>36,809</u>	<u>12,530</u>
Total Expenditures	<u>\$ 2,824,499</u>	<u>\$ 3,042,313</u>	<u>\$ 3,042,313</u>	<u>\$ 1,366,527</u>
Revenues Over (Under) Expenditures	\$ 212,878	\$ 53,874	\$ 53,874	\$ (65,191)
Beginning Fund Balance	<u>773,365</u>	<u>986,243</u>	<u>986,243</u>	<u>986,243</u>
Ending Fund Balance	<u>\$ 986,243</u>	<u>\$ 1,040,117</u>	<u>\$ 1,040,117</u>	<u>\$ 921,052</u>
Ending Cash Balance				<u>\$ 915,669</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

Child Care was established to manage the finances of the District's child care centers at all three colleges.

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,354,718	\$ 1,344,975	\$ 1,344,975	\$ 549,360
Interfund Transfer from Contractor-Operated Bookstore (Resource 1110)	<u>75,000</u>	<u>75,000</u>	<u>75,000</u>	<u>37,500</u>
Total Revenues	<u>\$ 1,429,718</u>	<u>\$ 1,419,975</u>	<u>\$ 1,419,975</u>	<u>\$ 586,860</u>
Expenditures				
Academic Salaries	\$ 635,449	\$ 696,611	\$ 696,611	\$ 259,030
Classified Salaries	279,469	390,388	390,388	183,574
Employee Benefits	160,760	255,089	255,089	55,068
Materials & Supplies	44,624	55,411	55,411	11,756
Services	63,052	66,569	66,569	22,096
Capital Outlay	<u>48,801</u>	<u>40,000</u>	<u>40,000</u>	<u>360</u>
Total Expenditures	<u>\$ 1,232,156</u>	<u>\$ 1,504,068</u>	<u>\$ 1,504,068</u>	<u>\$ 531,885</u>
Revenues Over (Under) Expenditures	\$ 197,562	\$ (84,093)	\$ (84,093)	\$ 54,975
Beginning Fund Balance	<u>601,631</u>	<u>799,193</u>	<u>799,193</u>	<u>799,193</u>
Ending Fund Balance	<u>\$ 799,193</u>	<u>\$ 715,100</u>	<u>\$ 715,100</u>	<u>\$ 854,168</u>
Ending Cash Balance				<u>\$ 865,405</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4390).

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7/1/15 to 6/30/16	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,285,244	\$ 7,736,992	\$ 7,611,024	\$ 5,705,301
Interfund Transfer from General Obligation Bond Funded Projects (Resource 4390)	20,950	0	0	0
Total Revenues	\$ 2,306,194	\$ 7,736,992	\$ 7,611,024	\$ 5,705,301
Expenditures				
Classified Salaries	\$ 597	\$ 0	\$ 0	\$ 0
Employee Benefits	57	0	0	0
Services	6,707	0	0	15,904
Capital Outlay	2,266,785	7,736,992	7,611,024	783,943
Total Expenditures	\$ 2,274,147	\$ 7,736,992	\$ 7,611,024	\$ 799,847
Revenues Over (Under) Expenditures	\$ 32,048	\$ 0	\$ 0	\$ 4,905,454
Beginning Fund Balance	12,422	44,470	44,470	44,470
Ending Fund Balance	\$ 44,470	\$ 44,470	\$ 44,470	\$ 4,949,924
Ending Cash Balance				\$ 4,893,753

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 10,556	\$ 10,000	\$ 10,000	\$ 8,580
Inter/Intrafund Transfer from General Operating (Resource 1000)	<u>1,270,000</u>	<u>2,630,000</u>	<u>2,630,000</u>	<u>2,630,000</u>
Total Revenues	<u>\$ 1,280,556</u>	<u>\$ 2,640,000</u>	<u>\$ 2,640,000</u>	<u>\$ 2,638,580</u>
Expenditures				
Capital Outlay	<u>\$ 9,400,891</u>	<u>\$ 2,849,109</u>	<u>\$ 2,849,109</u>	<u>\$ 744,433</u>
Total Expenditures	<u>\$ 9,400,891</u>	<u>\$ 2,849,109</u>	<u>\$ 2,849,109</u>	<u>\$ 744,433</u>
Revenues Over (Under) Expenditures	\$ (8,120,335)	\$ (209,109)	\$ (209,109)	\$ 1,894,147
Beginning Fund Balance	<u>8,510,141</u>	<u>389,806</u>	<u>389,806</u>	<u>389,806</u>
Ending Fund Balance	<u>\$ 389,806</u>	<u>\$ 180,697</u>	<u>\$ 180,697</u>	<u>\$ 2,283,953</u>
Ending Cash Balance				<u>\$ 2,818,897</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

General Obligation Series 2015E Capital Appreciation Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 43, Resource 4390 - GO Bond Series 2015E Capital Appreciation Bonds

	Prior Year Actuals 7/1/15 to 6/30/16	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 49,515	\$ 130,000	\$ 130,000	\$ 20,956
Proceeds from General Obligation Bond Series 2015E	44,817,527	0	0	0
Total Revenues	<u>\$ 44,867,042</u>	<u>\$ 130,000</u>	<u>\$ 130,000</u>	<u>\$ 20,956</u>
Expenditures				
Classified Salaries	\$ 403,434	\$ 741,939	\$ 741,939	\$ 148,441
Employee Benefits	187,774	377,672	377,672	52,920
Materials & Supplies	1,531	0	1,530	1,533
Services	188,517	252,728	252,728	50,950
Capital Outlay	34,901,350	21,090,284	21,088,754	623,990
Total Expenditures	<u>\$ 35,682,605</u>	<u>\$ 22,462,623</u>	<u>\$ 22,462,623</u>	<u>\$ 877,834</u>
Revenues Over (Under) Expenditures	\$ 9,184,437	\$ (22,332,623)	\$ (22,332,623)	\$ (856,878)
Beginning Fund Balance	<u>945,022</u>	<u>10,129,460</u>	<u>10,129,460</u>	<u>10,129,460</u>
Ending Fund Balance	<u>\$ 10,129,460</u>	<u>\$ (12,203,163)</u>	<u>\$ (12,203,163)</u>	<u>\$ 9,272,581</u>
Ending Cash Balance				<u>\$ 10,782,927</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

Self-Insured PPO Health Plan is used to account for the revenues and expenditures of the District's health self-insurance program.

Fund 61, Resource 6100 - Self-Insured PPO Health Plan

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7,358,980	\$ 9,498,791	\$ 9,498,791	\$ 4,639,615
Expenditures				
Classified Salaries	\$ 79,697	\$ 109,341	\$ 109,341	\$ 54,770
Employee Benefits	35,774	40,390	40,390	17,861
Services	<u>5,574,042</u>	<u>8,599,069</u>	<u>8,599,069</u>	<u>3,387,621</u>
Total Expenditures	\$ <u>5,689,513</u>	\$ <u>8,748,800</u>	\$ <u>8,748,800</u>	\$ <u>3,460,252</u>
Revenues Over (Under) Expenditures	\$ 1,669,467	\$ 749,991	\$ 749,991	\$ 1,179,363
Beginning Fund Balance	<u>(1,080,107)</u>	<u>589,360</u>	<u>589,360</u>	<u>589,360</u>
Ending Fund Balance	\$ <u>589,360</u>	\$ <u>1,339,351</u>	\$ <u>1,339,351</u>	\$ <u>1,768,723</u>
Ending Cash Balance				<u>\$ 2,284,463</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Fund 61, Resource 6110 - Self-Insured Workers' Compensation

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,465,755	\$ 706,887	\$ 706,887	\$ 309,263
Expenditures				
Classified Salaries	\$ 238,229	\$ 430,643	\$ 430,643	\$ 122,142
Employee Benefits	89,196	222,306	222,306	40,629
Materials & Supplies	5,804	24,179	24,179	2,009
Services	1,691,343	1,938,445	1,938,445	744,328
Capital Outlay	0	20,025	20,025	4,981
Total Expenditures	\$ 2,024,572	\$ 2,635,598	\$ 2,635,598	\$ 914,089
Revenues Over (Under) Expenditures	\$ (558,817)	\$ (1,928,711)	\$ (1,928,711)	\$ (604,825)
Beginning Fund Balance	3,907,285	3,348,468	3,348,468	3,348,468
Ending Fund Balance	\$ 3,348,468	\$ 1,419,757	\$ 1,419,757	\$ 2,743,643
Ending Cash Balance				\$ 5,153,433

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

Self-Insured General Liability is used to account for the revenues and expenditures of the District's general liability self-insurance program.

Fund 61, Resource 6120 - Self-Insured General Liability

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,041,047	\$ 1,383,294	\$ 1,383,294	\$ 456,493
Expenditures				
Academic Salaries	\$ 0	\$ 895	\$ 895	\$ 0
Classified Salaries	91,627	181,920	181,920	46,998
Employee Benefits	32,579	97,733	97,733	15,628
Materials & Supplies	4,391	3,490	3,490	84
Services	954,866	1,736,982	1,736,982	976,965
Capital Outlay	2,678	6,500	6,500	0
Total Expenditures	\$ 1,086,140	\$ 2,027,520	\$ 2,027,520	\$ 1,039,676
Revenues Over (Under) Expenditures	\$ 954,906	\$ (644,226)	\$ (644,226)	\$ (583,184)
Beginning Fund Balance	288,426	1,243,332	1,243,332	1,243,332
Ending Fund Balance	\$ 1,243,332	\$ 599,106	\$ 599,106	\$ 660,148
Ending Cash Balance				\$ 1,177,764

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

Internal Services Fund - OPEB Liability is used to account for the funds accumulated to address future retiree health benefits that are transferred to an irrevocable trust established with CalPERS - California Employees' Retiree Benefit Trust (CERBT).

Fund 69, Resource 6900 - Internal Services Fund - OPEB Liability

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 325,339</u>	<u>\$ 372,070</u>	<u>\$ 372,070</u>	<u>\$ 130,931</u>
Expenditures				
Services	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Total Expenditures	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Revenues Over (Under) Expenditures	<u>\$ 325,339</u>	<u>\$ 372,070</u>	<u>\$ 372,070</u>	<u>\$ 130,931</u>
Beginning Fund Balance	<u>0</u>	<u>325,339</u>	<u>325,339</u>	<u>325,339</u>
Ending Fund Balance	<u><u>\$ 325,339</u></u>	<u><u>\$ 697,409</u></u>	<u><u>\$ 697,409</u></u>	<u><u>\$ 456,269</u></u>
Ending Cash Balance				<u><u>\$ 456,269</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

Associated Students of RCCD

	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 914,339	\$ 1,044,353	\$ 1,044,353	\$ 468,281
Expenditures				
Materials & Supplies	\$ 976,818	\$ 1,270,015	\$ 1,270,015	\$ 416,769
Total Expenditures	\$ 976,818	\$ 1,270,015	\$ 1,270,015	\$ 416,769
Revenues Over (Under) Expenditures	\$ (62,479)	\$ (225,662)	\$ (225,662)	\$ 51,512
Beginning Fund Balance	1,315,480	1,253,002	1,253,002	1,253,002
Ending Fund Balance	<u>\$ 1,253,002</u>	<u>\$ 1,027,340</u>	<u>\$ 1,027,340</u>	<u>\$ 1,304,513</u>
ASRCCD Trust Fund Ending Balance				<u>\$ 1,249,707</u>
Ending Cash Balance				<u>\$ 2,560,574</u>

** Note: Ending Cash Balance includes both ASRCCD Funds and Trust Funds for College and Students Organizations

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

	<u>Student Financial Aid</u>			
	Prior Year Actuals <u>7/1/15 to 6/30/16</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 54,127,415</u>	<u>\$ 73,015,000</u>	<u>\$ 73,015,000</u>	<u>\$ 24,313,275</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 54,122,866</u>	<u>\$ 73,015,000</u>	<u>\$ 73,015,000</u>	<u>\$ 24,795,622</u>
Total Expenditures	<u>\$ 54,122,866</u>	<u>\$ 73,015,000</u>	<u>\$ 73,015,000</u>	<u>\$ 24,795,622</u>
Revenues Over (Under) Expenditures	\$ 4,550	\$ 0	\$ 0	\$ (482,347)
Beginning Fund Balance	<u>46,605</u>	<u>51,155</u>	<u>51,155</u>	<u>51,155</u>
Ending Fund Balance	<u>\$ 51,155</u>	<u>\$ 51,155</u>	<u>\$ 51,155</u>	<u>\$ (431,192)</u>
Ending Cash Balance				<u>\$ 415,097</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED DECEMBER 31, 2016**

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

RCCD Development Corporation

	Prior Year Actuals 7/1/15 to 6/30/16	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 8	\$ 8	\$ 8	\$ 3
Expenditures				
Services	\$ 71	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 71	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (63)	\$ 8	\$ 8	\$ 3
Beginning Fund Balance	16,237	16,174	16,174	16,174
Ending Fund Balance	\$ 16,174	\$ 16,182	\$ 16,182	\$ 16,177
Ending Cash Balance				\$ 16,177

Agenda Item (VIII-A-1)

Meeting	1/17/2017 - Regular
Agenda Item	Committee - Governance (VIII-A-1)
Subject	Board Policy for Second Reading and Approval
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve Board Policies 1100, 2010, 2710, 4020, 4220, 5140, 6700, 7335, 7340 and 7700.

Background Narrative:

Board Policies for Second Reading:

1100-The Riverside Community College District - Policy updated through the CCLC to delete an outdated reference to Elections Code Section 18304.

2010-Board Membership - Updated through the CCLC to include the restriction in Ed Code Section 72104 that precludes members of the governing board from serving on the governing body of a high school district with coterminous boundaries with the community college district.

2710-Conflict of Interest - Updated through the CCLC to specify that employees as well as Board members are prohibited from having a financial interest in a contract made by their official capacity.

4020-Program, Curriculum, and Course Development - CCLC changed the word "deletions" to "discontinuances" to maintain consistency in terminology throughout this policy.

4220-Standards of Scholarship - CCLC update to change a reference from Title 5 section 55002 et seq. to Title 5 sections 55020 et seq.

5140-Disabled Student Programs and Services - Updated through CCLC to reflect the language used in the new and amended Title 5 sections 56000 et seq. that went into effect July 1, 2016, and to remove a redundant citation.

6700-Use of Facilities - Updated through CCLC to add legal citations (Title 5 sections 59601 et seq.) governing the calculation of costs for use of college facilities.

7335-Health Examinations - Updated through CCLC to include a more specific reference to subsection (d) of 42 U.S Code Section 12112.

7340-Leaves - Updated through CCLC to correct a typographical error to the legal references for leave jury service or appearance as a witness in court.

7700-Whistleblower Protection - Updated through CCLC to extend protection against retaliation to District employees and applicants whose family member makes a protected disclosure.

Prepared By: Michael Burke, Ph.D., Chancellor
Patrick Pyle, General Counsel

Attachments:

[BP1100 The Riverside Community College District](#)
[BP2010 Board Membership](#)
[BP2710 Conflict of Interest](#)
[BP4020 Program, Curriculum, and Course Development](#)
[BP4220 Standards of Scholarship](#)
[BP5140 Disabled Student Programs and Services](#)
[BP6700 Use of Facilities](#)
[BP7335 Health Examinations](#)
[BP7340 Leaves](#)
[BP7700 Whistleblower Protection](#)

BP 1100 THE RIVERSIDE COMMUNITY COLLEGE DISTRICT

References:

Education Code Section 72000(b);
~~Elections Code Section 18304~~

The District has been named the Riverside Community College District.

It is the legal name, and is the property of, the District. No person shall, without the permission of the Board of Trustees, use this name or the names of any colleges or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following colleges:

- Moreno Valley College
- Norco College
- Riverside City College

Date Adopted: April 20, 2010

Revised: September 1, 2016 (reference only)

BP 2010 BOARD MEMBERSHIP

References:

Education Code Sections 72023, 72103, and 72104
ACCJC Accreditation Standard IV.C.6

The Board of Trustees of the Riverside Community College District, serving at the will of the electorate, derives its powers and duties from the Constitution and Legislature of the State of California as set forth in the Education Code and Title 5, California Code of Regulations, and directives from the Board of Governors for the California Community Colleges.

The Board of Trustees shall consist of five members elected by the qualified voters of the District. Members shall be elected by District.

The Board of Trustees is charged with the governance of the Riverside Community College District and holds the Chancellor of the District responsible for the administration and management of the District.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board of Trustees.

An employee of the District may not be sworn into office as an elected or appointed member of the Board of Trustees unless he or she resigns as an employee.

No member of the Board of Trustees shall, during the term for which he or she is elected, hold an incompatible office.

No member of the Board of Trustees shall, during the term for which he or she was elected, be eligible to serve on the governing board of a high school district or unified school district whose boundaries are coterminous with those of the community college district.

Date Adopted: September 16, 2008

Revised: December 11, 2012

Revised: June 16, 2015 (reference only)

Revised: September 1, 2016

(Replaces Policy 1010)

BP 2710 CONFLICT OF INTEREST

References:

Government Code Sections 1090 et seq., and 1126

Board members **and employees** shall not be financially interested in any contract made by **them in their official capacity**, ~~the Board~~ or in any **body or board of which they are members** ~~contract they make in their capacity as Board members~~.

A Board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A Board member who has a remote interest in any contract considered by the Board of Trustees shall disclose his or her interest during a Board meeting and have the disclosure noted in the official Board minutes. The Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

Incompatible Activities

A Board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the District.

No officer or employee of the District shall engage in any employment (including self-employment), activity, or enterprise for compensation that is inconsistent, incompatible, in conflict with, or inimical to his/her duties as an officer or employee of the District. No officer or employee shall perform any work, service, or counsel for compensation outside of the District where any part of his or her efforts will be subject to approval by any other officer, employee, Board, or commission of this District, unless otherwise approved in the manner prescribed by this policy.

The Chancellor, with the assistance of legal counsel, will determine those outside activities that, for officers and employees of the District, are inconsistent with, incompatible to, or in conflict with duties as an officer or employee of this District. An officer or employee's outside employment, activity, or enterprise may be prohibited if it:

- Involves the use, for private gain or advantage, of District, time, facilities, equipment, or supplies; or the badge, uniform, prestige, or influence of District's office of employment; or

- Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the District for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the regular course or hours of District employment or as a part of duties as a District officer or employee; or
- Involves the performance of an act, other than in his/her capacity as a District officer or employee, which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other District officer or employee; or
- Involves such time demands as would render performance of his/her duties as a District officer or employee less efficient

Board of Trustees members are encouraged to seek counsel from the District's legal advisor in cases where questions arise.

Date Adopted: November 18, 2008

Revised: September 1, 2016

**BP 4020 PROGRAM, CURRICULUM, AND COURSE
DEVELOPMENT**

References:

Education Code Sections 70901(b), 70902(b) and 78016;
Title 5 Sections 51000, 51022, 55100, 55130, and 55150;
U.S. Department of Education regulations on the Integrity of Federal Student
Financial Aid Programs under Title IV of the Higher Education Act of 1965, as
amended;
34 Code of Federal Regulations Sections 600.2, 602.24, 603.24 and 668.8;
ACCJC Accreditation Standards II.A and II.A.9

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Chancellor shall establish procedures for the development and review of all curricular offerings, including their establishment, modification or discontinuance.

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development.
- consideration of job market and other related information for vocational and occupational programs.
- consideration and review of financial and administrative impact.

All new programs and program deletions **discontinuances** shall be approved by the Board of Trustees.

Program or course modifications shall be approved by the Chancellor/President, or his/her designee, upon the recommendation of the respective Curriculum Committee.

All new courses and programs shall be submitted to the Office of the Chancellor for the California Community Colleges for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program are subject to approval by the Board. Non-degree-applicable credit and degree-applicable courses, that are not part of an existing, approved program must satisfy the conditions authorized by Title 5 regulations and are subject to approval by the Board.

Credit Hour

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a “credit hour” program or a “clock hour” program.

The Chancellor will establish procedures which prescribe the definition of “credit hour” consistent with applicable federal regulations, as they apply to community college districts.

The Chancellor will establish procedures to assure that curriculum at the District complies with the definition of “credit hour” or “clock hour”, where applicable. The Chancellor shall also establish procedures for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

Date Approved: May 15, 2007

Revised: April 22, 2008

Revised: August 20, 2013

Revised: November 25, 2014 (references only)

Revised: September 1, 2016

BP 4220 STANDARDS OF SCHOLARSHIP

References:

Education Code Section 70902(b)(3);

Title 5 Sections ~~55002-55044~~ **55020 et seq., 55031 et seq., and 55040 et seq.**

The Chancellor shall establish procedures for standards of scholarship consistent with the provisions of Title 5 Sections ~~55750 et seq.~~ **55020 et seq., 55031 et seq., 55040 et seq.**, and Board Policy.

The procedures shall address: grading practices, academic record symbols, grade point average, credit by examination, academic and progress probation, academic and progress dismissal, academic renewal, course repetition, limits on remedial coursework, and grade changes.

The procedures shall also be described in the catalog(s).

Date Adopted: December 9, 2008

Revised: September 1, 2016 (reference only)

BP 5140 DISABLED STUDENT PROGRAMS AND SERVICES

References:

Education Code Sections 67310 and 84850;
Title 5 Sections 56000 et seq. and ~~56027~~

The District is committed to the full inclusion of and effective communication with individuals with disabilities.

Students with disabilities shall be reasonably accommodated pursuant to federal and state requirements in all applicable programs in the District.

Disabled Student Programs and Services (DSP&S) shall be the primary provider **for academic adjustments, auxiliary aids, services, or instruction that facilitate equal educational opportunities for disabled students who can profit from instruction as required by federal and state laws** of reasonable accommodations, academic adjustments, adaptive equipment, rehabilitation counseling and academic counseling to students with qualifying documented disabilities who request these services.

DSP&S services shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, technology accessibility, accessible facilities, equipment, instructional programs, rehabilitation counseling and academic counseling.

Procedures that specify the standards for publication of alternative formats and guidelines for designing, creating, purchasing, and disseminating materials utilized in communicating to the community we serve will be revised and updated as appropriate.

No student with disabilities is required to participate in Disabled Students Programs and Services Program.

The District/College shall respond in a timely manner to accommodation requests involving academic adjustments. The Chancellor shall establish a procedure to implement this policy which, at a minimum, provides for an individualized review of each such request, and permits interim decisions on such requests pending final resolution by the appropriate administrator or designee.

The Chancellor shall assure that the Offices of DSP&S conform to all requirements established by the relevant laws and regulations.

Date Adopted: November 18, 2008

Revised: September 18, 2012

Revised: September 15, 2015

Revised: September 1, 2016

BP 6700 USE OF FACILITIES

References:

Education Code Sections 82537 and 82542

Title 5 Sections 59601 et seq.

Use of the District's facilities shall be granted as provided by law. The Chancellor shall establish procedures regarding the use of District property, including but not limited to facilities, equipment and supplies, by community groups and other outside groups or organizations.

The administrative procedures shall reflect the requirements of applicable law, including Education Code Sections referenced above, regarding use of District facilities. The procedures shall include reasonable rules regarding the time, place, and manner of use of District facilities. They shall assure that persons or organizations using District property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities of the District on behalf of Students.

No group or organization may use District property to unlawfully discriminate on the basis of race, color, religion, ancestry, national origin, military or veteran status, pregnancy, disability, gender, gender identity, gender expression, genetic information, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics, or because a person associates with a person or group with one or more of these actual or perceived characteristics or on any basis prohibited by law.

Use of the District's facilities will be only for the purposes described by the California Legislature in Education Code Section 82537(a). These purposes include use by associations "formed for recreational, educational, political, economic, artistic, or moral activities of the public school district" in order to "engage in supervised recreational activities" or "meet and discuss from time to time, as they may desire, any subjects and questions which in their judgment appertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside" (Education Code Section 82537(a)). In granting permission to use District facilities, the District will not discriminate on the basis of viewpoint with regard to organizations engaging in expressive activities on the topics and subject matters articulated above.

Date Adopted: March 17, 2009

(Replaces RCCD Policy 8005)

Revised: January 25, 2011

Revised: May 21, 2013

Revised: June 16, 2015

Revised: September 1, 2016 (reference only)

BP 7335 HEALTH EXAMINATIONS

References:

42 U.S. Code Section 12112(d);
29 C.F.R., Part 1630;
Government Code Section 12940
Education Code Section 88021

The Chancellor shall establish administrative procedures related to medical examinations of candidates for appropriate positions prior to assuming the duties of the position. Such pre-employment medical examinations shall be required only after a conditional job offer has been made and shall be required of any candidate for a position for which a pre-employment medical examination has been deemed appropriate. No candidate shall be required to participate in such an examination solely on the basis of the candidate's age or disability.

The procedures may require any employee to undergo a physical or mental examination where such a fitness for duty exam is job related and consistent with business necessity.

All such medical examinations shall be at the District's expense and shall be conducted by a physician chosen by the District.

Date Adopted: November 18, 2008

Revised: September 1, 2016 (reference only)

BP 7700 WHISTLEBLOWER PROTECTION

References:

California Labor Code Section 1102.5;
Government Code Section 53296;
Private Attorney General Act of 2004 (Labor Code Section 2698)
Education Code Sections 87160-87164
Affordable Care Act (29 U.S.C. 218C)

The Chancellor shall establish procedures regarding the reporting and investigation of suspected unlawful activities by District employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, “unlawful activity” refers to any activity—intentional or negligent—that violates state or federal law, local ordinances, or Board Policy.

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices, and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, District employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; **(2) retaliate against an employee or applicant for employment because the employee or applicant is a family member of a person who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order;** or ~~(2)~~ **(3)** directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

Date Adopted: May 20, 2008
Revised: February, 2014 (references only)
Revised: September 1, 2016

BP 7340 LEAVES

References:

Education Code Sections 22719, 87763 et seq., 88190 et seq., and cites below

The Chancellor shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the District. Such leaves may include, but are not limited to:

- illness leaves for all classes of permanent employees;
- vacation leave for members of the classified and confidential service, administrators, supervisors and managers;
- leave for service as an elected official of a community college district public employee organization, or of any statewide or national employee organization with which the local organization is affiliated (Education Code Sections 87768.5 and 88210);
- leave of absence to serve as an elected member of the legislature (Education Code Section 87701);
- pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945);
- use of illness leave for personal necessity (Education Code Sections 87784 and 88207);
- industrial accident leave;
- bereavement leave;
- jury service or appearance as a witness in court (Education Code Sections 870365 and 870376);
- military service (Education Code Section 87700); and
- sabbatical leaves

In addition to this Policy and collective bargaining agreements, the Board of Trustees retains the power to grant leaves with or without pay for other purposes or for other periods of time.

Date Adopted: December 9, 2008

Revised: September 1, 2016 (reference only)
(Replaces RCCD Policies 3020, 4020, and 4021)

Agenda Item (VIII-B-1)

Meeting	1/17/2017 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Proposed Curricular Changes
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

Background Narrative:

Presented for the Board's 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: Michael Burke, Ph.D., Chancellor

Attachments:

[Proposed Curricular Changes](#)

1. New Courses:

ECO-9H Honors Economics of Poverty and Discrimination (R)

EMS-40 Emergency Medical Technician Continuing Education (M)

2. New Stand Alone Courses:

None at this time.

3. Course Inclusions:

CAT-98A Introduction to Excel

Moreno Valley College would like to adopt this course. The course is required for the Administrative Professional certificate (CE637) which Moreno Valley is adopting.

CAT-1A Business Etiquette (N)

CAT-51 Intermediate Typewriting/Document Formatting

CAT-90 Microsoft Outlook

Norco College would like to adopt the three courses above. These courses are part of the Business Information Worker program which Norco is adopting.

4. Major Course Modifications:

ADJ-12 Introduction to Criminalistics (MR)

The course above is being updated for C-ID compliance. Modifications include changes to the course description, SLOs, and updates to the course content.

AUT-41 Ford Advanced Electronics (R)

The course above is being updated with increased lecture hours. Content is being added to the course due to technological advances and changes made by Ford Motor Company to their vehicles in the last 10 years. Ford has revised and increased their own Master Technician Certification Curriculum. This course is part of a new proposed certificate pattern, and must meet industry standards.

AUT-43 Ford Advanced Electronics (R)

The content and objectives of the course above have significantly changed due to technical advancements in the automotive industry. This course is being modified to reflect those changes.

AUT-51A Internal Combustion Engines Rebuilding, Gas and Diesel (Upper End)

The course modification above includes changes/updates to the SLOs, teaching methods, text and materials, as well as updates to the content to remain current in the field.

AUT-53B Automotive Brakes (R)

Modifications to the course above include updates to the SLOs , texts, and materials.

Major Course Modifications Continued:

AUT-54 Automotive Electrical Systems (R)

Modifications to the course above include updates to the SLOs, changes to the content to remain current in the field, teaching methods, and course materials.

AUT-55A Automotive Automatic Transmission/Transaxles (R)

Modifications to the course above include updates/changes to the course description, SLOs, methods of evaluation, course materials and texts, and updates to the content to remain current in the field.

AUT-55B Automotive Manual Drivetrain Systems (R)

Modifications to the course above include updates to the course materials, minor updates to the methods of instruction, and updates to the course content.

AUT-57 Automotive Heating and Air Conditioning (R)

Modifications to the course below include updates to the course materials, minor updates to the methods of instruction, and updates to the course content.

ENE-10 Introduction to Engineering

To comply with C-ID modifications to this course include: change from 36 hours/2 units to 18 hours/1 unit, updates to the course description, updates to the SLOs, updates to the Sample Assignments, updates to the course materials and texts.

ENG-1B Critical Thinking and Writing (MNR)

ENG-1BH Honors Critical Thinking and Writing (MNR)

The modifications to the two courses above include updates to the SLOs, texts, lab activities, and course content (lecture/lab).

ENG-17A Literary Magazine Production: Beginning (NR)

ENG-17B Literary Magazine Production: Intermediate (NR)

ENG-17C Literary Magazine Production: Advanced (NR)

Modifications to the three courses above include changing from 2 unit to 3 unit courses so that the course can be part of the AD-T in English, revising SLOs, expanding content, breaking up lecture and lab, adding sample assignments, and updating texts.

ENG-60A English Fundamentals: Sentence to Paragraph (MNR)

Modifications to the course above include updates to the SLOs, and texts, and splitting lecture and lab content.

ENG-80 Preparatory Composition (MNR)

The course above is being modified so that the course content reflects the lecture and lab content according to TBA hours requirements, and to make other minor refinements in course language.

Major Course Modifications Continued:

GUI-48A College Success Strategies – Study Skills (MR)

The course above is being updated with current texts and assignments.

PHI-14 Survey of Black Thought (R)

The course above is being updated for inclusion in the AD-T in History. Modifications include updates to the course objectives, prerequisites, SLOs, course content, and methods of instruction and evaluation.

5. Course Exclusions:

None at this time.

6. Course Deletions:

FIT-E3D Emergency Medical Technician Continuing Education (M)

This course has not been offered for several semesters under the FIT program. EMS will develop a new course to meet future needs.

7. New Locally Approved Certificates:

None at this time

8. New State Approved Degrees:

Information Security (R)

Construction Management (N)
-Certificate and A.S.

Facility Maintenance (N)
-Certificate and A.S.

9. Substantial Change to State Approved Certificates/Degrees:

Inclusion of:

Business Information Worker (Certificate and A.S.) at Norco College

10. Modification to State/Locally Approved Certificates/Degrees:

C++ Programming (R)

Java Programming (R)

The programs above are being modified from locally approved certificates to Certificates of Achievement.

11. Program Discontinuance:

None at this time.

Agenda Item (VIII-E-1)

Meeting	1/17/2017 - Regular
Agenda Item	Committee - Facilities (VIII-E-1)
Subject	Change Order No. 2 for the Culinary Arts Academy and District Offices Project with Preferred Ceilings, Inc.
College/District	District
Funding	District and Riverside City College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) project Change Order No. 2 with Preferred Ceilings, Inc. in the amount of \$6,850.60; and 2) the change order in excess of ten percent by a total of \$3,505.50.

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction Bid Categories 04 through 23 & 25). Included in the award was a contract with Preferred Ceilings, Inc. for CAA/DO in the amount of \$202,951.00.

At this time it is requested that the Board of Trustees approve the following for the Culinary Arts Academy and District Offices Project: 1) Change Order No. 2 with Preferred Ceilings, Inc. in the amount of \$6,850.60; and 2) amending their contract to \$226,751.60, exceeding the allowable change order contingency by a total amount of \$3,505.50. The cost conveyed in the change order represents Preferred Ceiling, Inc. being requested to work overtime and weekends to complete item #2 on the February 26, 2016 Mechanical Observation Report where excessive noise from the AC unit was observed in the open office of the third floor in the CAA/DO building. Detailed cost is listed on the attached Change Order Summary.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Change Order No 2-Summary_Preferred Ceilings](#)

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order No. 2

Contractor: **Preferred Ceilings, Inc. (BC#15 – Acoustical (CA))**
C#0004633

<i>Approved Contract Amount:</i>	\$ 202,951.00
<i>Change Order No.1 Amount:</i>	\$ 16,950.00
<i>Change Order No.2 Amount:</i>	<u>\$ 6,850.60</u>
<i>Revised Contract Sum:</i>	\$ 226,751.60
<i>Original Contract Contingency:</i>	\$ 20,295.10
<i>Remaining Project Contingency:</i>	\$ - 3,505.50

Change Order Description:

Item No. 1

Cost Proposal #611 – Cost proposal in the amount of \$7,279.00 submitted on behalf of the Bid Category #15 contractor, Preferred Ceilings. Contractor was requested to work overtime and weekends to complete item #2 on the 2/26/16 Mechanical Observation Report (excessive noise from the AC unit in the open office of the third floor). Available allowance prior to this request is \$428.40. Allowance remaining after the approval of this CP is \$0. Formal change order will need to be issued in the amount of \$6,850.60 to cover the amount in excess of the available allowance. This change will exceed the 10% threshold.

\$6,850.60

Requested by: Owner/Riverside Community College District
Accountability: Owner/ Riverside Community College District

TOTAL ADD/CREDIT: **\$6,850.60**

Agenda Item (VIII-E-2)

Meeting	1/17/2017 - Regular
Agenda Item	Committee - Facilities (VIII-E-2)
Subject	Change Order No. 7 for the Henry W. Coil Sr., and Alice Edna Coil School for the Arts Project with Inland Building Construction Companies, Inc.
College/District	Riverside
Funding	Riverside City College/Program Reserve Measure C Funds, Redevelopment Funds, and La Sierra Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) project Change Order No. 7 with Inland Building Construction Companies, Inc. in the amount of \$122,690.06; and 2) the change order in excess of ten percent by a total of \$62,790.12.

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction Bid Categories 04 through 23 & 25). Included in the award was a contract with Inland Building Construction Companies, Inc. for CSA in the amount of \$2,831,161.

At this time it is requested that the Board of Trustees approve Change Order No. 7 with Inland Building Construction Companies, Inc. (IBCC) in the amount of \$122,690.06 for the CSA project, amending their contract to \$3,177,067.22, exceeding the allowable change order contingency by a total amount of \$62,790.12. The change order comprises IBCC's integration of the new Strand Universe and splitters to drivers to provide full control of all light fixtures in the theatre as well as integration of the Theatric ETC processor to the Strand for capability of communication to the architectural lights as well; two additional splitters required for operation of the Strand equipment; a switch added to control lobby lights; and the existing 3P disconnects swapped out to 6P disconnects for all 3 trusses (previous cost proposal only covered (1) 6P disconnect). Detailed costs are listed on the attached Change Order Summary.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Change Order No 7-Summary_IBCC](#)

Riverside Community College District
Facilities Planning & Development
Coil School for the Arts

CHANGE ORDER SUMMARY

Change Order **No. 7**

Contractor: **Inland Building Construction Companies, Inc. (BC#18 – Misc. (CS))**
C#0004646

<i>Approved Contract Amount:</i>	\$2,831,161.00
<i>Change Order No.1 Amount:</i>	\$ 18,407.00
<i>Change Order No.2 Amount:</i>	\$ 10,093.00
<i>Change Order No.3 Amount: :</i>	\$ 51,210.00
<i>Change Order No. 4 Amount:</i>	\$ 22,096.05
<i>Change Order No. 5 Amount:</i>	\$ 1,246.00
<i>Change Order No. 6 Amount:</i>	\$ 120,164.11
<i>Change Order No. 7 Amount:</i>	<u>\$ 122,690.06</u>
<i>Revised Contract Sum:</i>	\$3,177,067.22
<i>Original Contract Contingency:</i>	\$ 283,116.10
<i>Remaining Project Contingency:</i>	\$ - 62,790.12

Change Order Description:

Item No. 1

Cost Proposal #603: Per the issuance of CCD#234 & RFI PD #1291, IBCC will be integrating the new Stand Universe and splitters to the LS1 drivers to provide full control of all the LS1 light fixtures in the theatre.

\$93,602.96

Requested by: Owner/Riverside Community College District

Accountability: Owner/ Riverside Community College District

Item No. 2

Cost Proposal #602: These additional (2) splitters are required as part of the final CCD#234 single line diagram for the operation of the Strand Equipment.

\$ 7,640.00

Requested by: Owner/Riverside Community College District

Accountability: Owner/ Riverside Community College District

Item No. 3

Cost Proposal #605: Per CCD#144 a switch was to be added to control the lobby lights.

\$ 9,950.57

Requested by: Owner/Riverside Community College District

Accountability: Owner/ Riverside Community College District

Item No. 4

Cost Proposal #606: Per RFI PD#1307 the existing 3P disconnects were to be swapped out to 6P disconnects for all 3 trusses. The previous costs for this change was issued in CP#597 but only covered providing (1) 6P disconnect. The cost being submitted as part of this CP is the delta between the original costs and this revised change order.

\$11,496.53

Requested by: Owner/Riverside Community College District

Accountability: Owner/ Riverside Community College District

TOTAL ADD/CREDIT:

\$122,690.06

Agenda Item (VIII-E-3)

Meeting	1/17/2017 - Regular
Agenda Item	Committee - Facilities (VIII-E-3)
Subject	Change Order No. 9 for the Culinary Arts Academy and District Offices Project with Inland Building Construction Companies, Inc.
College/District	District
Funding	District and Riverside City College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) project Change Order No. 9 with Inland Building Construction Companies, Inc. in the amount of \$7,922.73; and 2) the change order in excess of ten percent by a total of \$179,170.47.

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction Bid Categories 04 through 23 & 25). Included in the award was a contract with Inland Building Construction Companies, Inc. for CAA/DO in the amount of \$968,839.

At this time it is requested that the Board of Trustees approve Change Order No. 9 with Inland Building Construction Companies, Inc. (IBCC) in the amount of \$7,922.73 for the CAA/DO project, amending their contract to \$1,244,893.37, exceeding the allowable change order contingency by a total amount of \$179,170.47. Change Order No. 7 derives from IBCC's installation of three (3) new down-lights in the Dais Room; requested Cane Detection below monitors in conference rooms 209A, 214, 324, 325 and 334; and credit for unused allowance. Detailed costs are listed on the attached Change Order Summary.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Change Order No 9- Summary_IBCC](#)

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order **No. 9**

Contractor: **Inland Building Construction Companies, Inc. (BC#18 – Misc. (CA))**
C#0004648

<i>Approved Contract Amount:</i>	\$ 968,839.00
<i>Change Order No.1 Amount:</i>	\$ 59,180.00
<i>Change Order No.2 Amount:</i>	\$ 8,026.00
<i>Change Order No.3 Amount: :</i>	\$ 20,569.11
<i>Change Order No. 4 Amount:</i>	\$ 92,983.00
<i>Change Order No. 5 Amount:</i>	\$ 18,123.00
<i>Change Order No. 6 Amount:</i>	\$ - 504.02
<i>Change Order No. 7 Amount:</i>	\$ 222.55
<i>Change Order No. 8 Amount:</i>	\$ 69,532.00
<i>Change Order No. 9 Amount</i>	<u>\$ 7,922.73</u>
<i>Revised Contract Sum:</i>	\$1,244,893.37
<i>Original Contract Contingency:</i>	\$ 96,883.90
<i>Remaining Project Contingency:</i>	\$ - 179,170.47

Change Order Description:

Item No. 1

Cost Proposal #604: Per the issuance of CCD#2363, IBCC will be installing
3 new LR7s at the Dias Room.

\$4,593.73

Requested by: Owner/Riverside Community College District

Accountability: Owner/ Riverside Community College District

Continued on next page...

Item No. 2

Cost Proposal #607: Per owner request Cane Detection is requested below monitors in conference rooms 209A, 214, 324,325 and 334. An allowance of \$1,000 has been added to the contractors quote for potential remedy of carpet once detection is placed. Formal Change order in the amount of \$4329.00 will need to be issued to cover this change request.

\$4,329.00

Requested by: Owner/Riverside Community College District
Accountability: Owner/ Riverside Community College District

Item No. 3

Credit for unused allowance.

(\$1,000.00)

Requested by: Owner/Riverside Community College District
Accountability: Owner/ Riverside Community College District

TOTAL ADD/CREDIT:

\$7,922.73

Agenda Item (VIII-E-4)

Meeting	1/17/2017 - Regular
Agenda Item	Committee - Facilities (VIII-E-4)
Subject	Change Order No. 10 for the Culinary Arts Academy and District Offices Project with J.M. Farnan Co., Inc.
College/District	District
Funding	District and Riverside City College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) project Change Order No. 10 with J.M. Farnan Co., Inc. in the amount of \$3,850; and 2) the change order in excess of ten percent by a total of \$17,829.84

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction Bid Categories 04 through 23 & 25). Included in the award was a contract with J.M. Farnan Co., Inc. in the amount of \$645,366.

At this time it is requested that the Board of Trustees approve Change Order No. 10 with J.M. Farnan Co., Inc. (JMF) in the amount of \$3,850 for the CAA/DO project, amending their contract to \$727,699.44, exceeding the allowable change order contingency by a total amount of \$17,829.84. The change order amount is for JMF seeking compensation for providing drinking fountains on the 2nd and 3rd floors of the CAA/DO building, as the fountains are not shown on the plumbing plans and therefore the contractor did not include the fountains as part of their bid. Owner/RCCD has agreed to pay half of the requested cost which makes up the \$3,850. Detailed cost is listed on the attached Change Order Summary.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Change Order No 10-Summary_JM Farnan](#)

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order No. 10

Contractor: **J.M. Farnan Co., Inc. (BC#20 – Plumbing)**

<i>Approved Contract Amount:</i>	\$ 645,336.00
<i>Change Order No.1 Amount:</i>	\$ 13,347.66
<i>Change Order No.2 Amount:</i>	\$ 1,659.94
<i>Change Order No.3 Amount:</i>	\$ 16,088.38
<i>Change Order No.4 Amount:</i>	\$ 7,934.45
<i>Change Order No. 5 Amount:</i>	\$ 17,848.20
<i>Change Order No. 6 Amount</i>	\$ 2,432.64
<i>Change Order No. 7 Amount:</i>	\$ 10,663.74
<i>Change Order No. 8 Amount:</i>	\$ 4,433.00
<i>Change Order No. 9 Amount:</i>	\$ 4,105.43
<i>Change Order No. 10 Amount:</i>	<u>\$ 3,850.00</u>
<i>Revised Contract Sum:</i>	\$ 727,699.44
<i>Original Contract Contingency:</i>	\$ 64,533.60
<i>Remaining Project Contingency:</i>	\$ -17,829.84

Change Order Description:

Item No. 1

Cost Proposal #589: J.M. Farnan is seeking compensation for providing drinking fountains on the 2nd and 3rd floors of the CAA/DO building. Drinking fountains are not shown on the plumbing plans therefore the contractor did not include these as part of their bid. Owner has agreed to pay half the requested cost for the drinking fountains.

\$ 3,850.00

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

TOTAL ADD/CREDIT:

\$ 3,850.00

Agenda Item (VIII-E-5)

Meeting	1/17/2017 - Regular
Agenda Item	Committee - Facilities (VIII-E-5)
Subject	Change Order No. 13 for the Culinary Arts Academy and District Offices Project with Neal Electric
College/District	District
Funding	District and Riverside City College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) project Change Order No. 13 with Neal Electric in the amount of \$4,323.99; and 2) the change order in excess of ten percent by a total of \$238,113.29.

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction bid Categories 04 through 23 & 25). Included in the award was a contract with Neal Electric for CAA/DO in the amount of \$3,434,259.

At this time it is requested that the Board of Trustees approve the following for the Change Order No. 13 with Neal Electric in the amount of \$4,323.99 for the CAA/DO project, amending their contract to \$4,015,798.19, exceeding the allowable change order contingency by a total amount of \$238,113.29. The change order derives from 33 man hours were approved to Neal Electric for work performed by RFI Communications for recovery of costs associated with trouble shooting integration problems between software house (Victor Video Clients) and RCCD Network workstations.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Change Order No 13-Summary_Neal Electric](#)

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order No. 13

Contractor: **Neal Electric (BC#23-Electrical) C#0004630**

<i>Approved Contract Amount:</i>	\$3,434,259.00
<i>Change Order No.1 Amount:</i>	\$ 56,613.32
<i>Change Order No.2 Amount:</i>	\$ 59,152.73
<i>Change Order No.3 Amount:</i>	\$ 40,342.42
<i>Change Order No.4 Amount:</i>	\$ 259,859.66
<i>Change Order No. 5 Amount:</i>	\$ 61,063.21
<i>Change Order No. 6 Amount</i>	\$ -11,151.50
<i>Change Order No. 7 Amount:</i>	\$ 5,107.20
<i>Change Order No. 8 Amount:</i>	\$ 4,269.70
<i>Change Order No. 9 Amount:</i>	\$ -12,602.68
<i>Change Order No. 10 Amount:</i>	\$ 74,439.03
<i>Change Order No. 11 Amount:</i>	\$ 31,167.51
<i>Change Order No. 12 Amount:</i>	\$ 8,954.60
<i>Change Order No. 13 Amount:</i>	<u>\$ 4,323.99</u>
<i>Revised Contract Sum:</i>	\$4,015,798.19
<i>Original Contract Contingency:</i>	\$ 343,425.90
<i>Remaining Project Contingency:</i>	\$ -238,113.29

Change Order Description:

Item No. 1

Cost Proposal #608: Per Bart Doering, 33 man hours have been approved to Neal Electric for work performed by RFI Communications for recovery of costs associated with trouble shooting integration problems between software house Victor Video Clients and the RCCD network workstations.

\$4,323.99

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

TOTAL ADD/CREDIT:

\$ 4,323.99

Agenda Item (IX-A-1)

Meeting	1/17/2017 - Regular
Agenda Item	Administrative Reports (IX-A-1)
Subject	Travel Management Software with Concur Technologies, utilizing the CSU San Bernardino Awarded Agreement and Travel Agency Services utilizing the State of California, Department of General Services (DGS) Awarded Agreement
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve travel management software with Concur Technologies, Inc., utilizing the CSU San Bernardino awarded agreement and travel agency services with CalTravelStore utilizing the Department of General Services (DGS) awarded agreement.

Background Narrative:

The District identified a need to automate and streamline the current travel process into a single platform solution by encompassing all travel segments: travel request, approval, encumbrance, booking, and expense reimbursement. This travel solution will greatly improve operational efficiency, accelerate workflow processes, and help manage spending more effectively.

A travel task force was formed with representatives from each college and the district office, to evaluate travel and expense management software, travel management agencies and credit card options. The task force evaluated solutions on the basis of product/system features, ease of integration, security, scalability, and cost. It was determined Concur Technologies, Inc., partnering with CalTravelStore, would best serve the needs of the District.

Competitively awarded piggyback contracts were used to achieve added price savings through volume discounting, as explained below.

Assembly Bill 653 added Section 81646 to the Education Code and Section 20653.5 to the Public Contract Code enabling Community College Districts to purchase materials, equipment, supplies, and/or services under the same conditions as those specified in a contract lawfully awarded by the University of California (UC) or the California State University (CSU). The bill permits Community College Districts, the UC and the CSU to share contracts with each other for the purpose of achieving added price savings through volume discounting. As such, the Foundation for California Community Colleges (FCCC), through the California Higher Education Shared Services (CHESS) Consortium, secured an agreement with Concur Technologies, Inc., using the CSU San Bernardino awarded agreement for travel management software. The term for the CSU San Bernardino awarded agreement is through September 9, 2017, unless extended. Concur initial costs are estimated at \$15,000 and approximately \$14 per expense reimbursement.

Public Contract Code 10298 authorizes state and local agencies to contract with suppliers awarded state contracts without further competitive bidding. The California Department of General Services (DGS) consolidates the needs of multiple state agencies for goods, information technology and services. Master Agreements are contracts that are competitively bid by the DGS and available to California State and Local Government agencies that are empowered to expend public funds for the acquisition of products and services. As such, the Department of General Services Statewide Travel Program contracted with TravelStore for travel agency services. The term for the DGS awarded agreement is through April 4, 2018, with an option to renew for two (2) additional terms. DGS contract provides negotiated discount for airfare, hotel and car rental rates with airfare booking fees at \$7 per transaction.

Staff recommends the use of the CSU San Bernardino awarded agreement for travel management software with Concur Technologies, Inc. and use of the Department of General Services (DGS) awarded agreement for travel

agency services with CalTravelStore.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services
Melissa Elwood, Controller

Attachments:

[01172017_Districtwide Travel Process Solution Presentation](#)

DISTRICT-WIDE TRAVEL PROCESS SOLUTION

Majd Askar
Director, Business Services

Melissa Elwood
Controller

AGENDA

- Background
- Pain Points
- Objective
- Task Force
- Components
- Concur Overview
- Concur Benefits
- Sample Analysis
- Recommendation
- Next Steps
- Questions

PAIN POINTS

- **Cumbersome**
- **Inefficient**
- **Costly Due to Processing Time and Administrative Labor**



OBJECTIVE

Engage a single platform solution which will simplify and expedite the travel process and help to manage spending more effectively.

TASK FORCE

- **Director, Business Services (District)**
 - **Controller (District)**
 - **Executive Administrative Assistant (District)**
 - **Financial & Technical Analyst (RCC)**
 - **Administrative Assistant IV (RCC)**
 - **Vice President, Business Services (NC)**
 - **Executive Administrative Assistant (NC)**
 - **Administrative Assistant III (NC)**
 - **Administrative Assistant III (MVC)**
 - **Administrative Assistant (MVC)**
- 

TRAVEL COMPONENTS

- **Travel and Expense Management Software Solution**
- **Travel Management Agency**
- **Credit Card**

Single Platform



End-to-end data to drive smart decisions

CONCUR OVERVIEW



*<https://www.concur.com/en-us/resources/concur-travel-overview>

CONCUR BENEFITS

- **Reduces Travel Process Time**
- **Automated Approval**
- **Flexibility**
- **Mobile Access**

CONCUR BENEFITS (CONT.)

- Ability to Delegate Roles
- Risk/Duty of Care Solutions
- Reporting
- E-Receipts
- Unused Tickets

TRAVEL MANAGEMENT AGENCY & CREDIT CARD SAMPLE ANALYSIS

	DGS CalTravelStore & Citibank	Corporate Travel Planner & American Express	Christopherson Business Travel & American Express
Airfare	424.00	424.00	424.00
Airfare Discounted Rate	(12.72)		-
Car Rental Discounted Rate (compact car)	33.00	39.53	39.53
Lodging Discounted Rate (Sheraton Sacramento)	95.00	126.00	126.00
Booking Fee (includes airfare, rental car and hotel)	7.00	7.50	9.00
Credit Card Spending Rebate	-	(5.90)	(5.90)
Concur Expense Reimbursement	15.00	15.00	15.00
Total Cost for Airfare	\$561.28	\$606.13	\$607.63
	Cost above TravelStore	\$44.85	\$46.35
	% increase over TravelStore	7.99%	8.26%

RECOMMENDATION

Approve adopting a new travel process utilizing Concur management software solution for travel and expense, along with the CalTravelStore as the travel management agency.

NEXT STEPS

- **Implementation Team**
- **Deployment Schedule**

QUESTIONS?



Agenda Item (XII-A)

Meeting 1/17/2017 - Regular

Agenda Item Business From Board Members (XII-A)

Subject Update from Members of the Board of Trustees on Business of the Board.

College/District District

Information Only

Background Narrative:

Members of the Board of Trustees will briefly share information about recent events/conferences they attended since the last meeting, including any updates regarding the following assigned associations:

Association of Community College Trustees (ACCT)

Association of Governing Board of Universities and Colleges (AGB)

California Community College Trustees and Legislative Network (CCCT)

Community College League of California (CCLC)

Latino Trustees Association

Inland Valleys Trustees and CEO Association

African-American Organizations Liaison Riverside Branch - NAACP

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

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

Riverside County School Board Association

Riverside County Committee on School District Organization

Alvord Unified School District Ad-Hoc Committee

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

Attachments:

None.

Agenda Item (XIII-A)

Meeting	1/17/2017 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Conference with Legal Counsel - Existing Litigation [CA Government Code Section 54956.9(a)] - Riverside Community College District v. Advanced Partitions dba Advanced Systems
College/District	District
Funding	
Recommended Action	Recommended action to be determined

Background Narrative:

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

Attachments:

None.