

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting -
Board of Trustees Governance Committee, Teaching and Learning Committee, Planning and
Operations Committee, Facilities Committee and Resources Committee
May 3, 2011 – 6:00 p.m. –
Board Room AD122, O. W. Noble Administration Building
Riverside City College, 4800 Magnolia Avenue, Riverside, California 92506

AGENDA

CALL TO ORDER

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 record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

Public Hearing – Collective Bargaining – Proposal for Early Retirement Plan, Riverside Community College District, Riverside Community College District Faculty Association CTA/CCA/NEA, and Riverside Community College District Employees, Chapter #535

Closed Session

- Pursuant to Government Code Section 54957.6, conference with labor negotiator: Chancellor Gregory Gray.

Recommended Action: To be Determined

I. Comments from the Public

II. Chancellor’s Reports

A. Communications

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

Information Only

B. Memorandum of Agreement to Offer a Supplementary Retirement Plan

- Recommend approving the Memorandum of Agreement between the Riverside Community College District and Riverside Community College District Faculty Association CCA/CTA/NEA.

Recommended Action: Request for Approval

- C. Memorandum of Agreement to Offer a Supplementary Retirement Plan
- Recommend approving the Memorandum of Agreement between the Riverside Community College District and Riverside Community College District Employees Chapter #535.
Recommended Action: Request for Approval
- D. Supplementary Retirement Plan Offer for Academic and Classified Management and Classified Confidential Employees
- Recommend approving the Supplementary Retirement Plan for Academic, Classified Management and Classified Confidential employees.
Recommended Action: Request for Approval
- E. Proposed Public Agency Retirement Services (PARS) Retirement Incentive – Resolution No. 56-10/11
- Recommend approving the resolution for the Agreement for Administrative Services with Phase II Systems dba Public Agency Retirement Services to implement the supplementary retirement plans for faculty, classified, management, and confidential employees.
Recommended Action: Request for Approval

III. Board Committee Reports

- A. Governance Committee
 - 1. Revised and New Board Policies – First Reading
- Committee to review Board Policies 3550 and 7250.
Recommended Action: To be Determined
 - 2. Resolution No. 51-10/11 in Support of U.S. Congress and Department of Education to Address Issues and Consumer Protection Practices Concerning For-Profit Colleges and Universities
- Committee to review the resolution to address issues and consumer protection practices concerning for-profit colleges and universities.
Recommended Action: To be Determined
 - 3. Attendance at ACCT 2011 New Trustees Governance Institute – August 3-5, 2011
- Discussion to take place regarding attendance at the conference.
Recommended Action: To be Determined
- B. Teaching and Learning Committee
 - 1. Agreement with Riverside Unified School District
- Committee to review the agreement between the District and Riverside Unified School District to provide subcontract services under the Gates Foundation’s CLIP Grant.
Recommended Action: To be Determined

2. Agreement with Alvord Unified School District
 - Committee to review the agreement between the District and Alvord Unified School District to provide subcontract services under the Gates Foundation's CLIP Grant.

Recommended Action: To be Determined
 3. Grants Office Report
 - Committee to review a report of grant applications submitted and grant awards received thus far in the 2010-11 fiscal year.

Information Only
- C. Planning and Operations Committee
1. Market Street Properties – Certification of Environmental Impact Report – Resolution No. 47-10/11
 - Committee to review and consider a resolution certifying the final Environmental Impact Report, Mitigation Monitoring Plan and Report, the District's California Environmental quality Act Findings and the Statement of Overriding Considerations for the project.

Recommended Action: To be Determined
 2. Riverside City College Parking Structure Fall Deterrent – Project Design Presentation and Tentative Budget Approval
 - Committee to review the project design and tentative budget.

Recommended Action: To be Determined
- D. Facilities Committee
1. Project Labor Agreement – Status Update
 - Committee to be presented with a status update on the District's agreement.

Information Only
 2. Division of the State Architect Project Closure – Updated Status Report
 - Committee to be presented with an update on the project.

Information Only
 3. Citrus Belt Savings and Loan Gallery Project – Design Presentation
 - Committee to be presented with a design presentation on the project.

Information Only
 4. Facility Use Agreement with the Turn-N-Burn Diving Boosters
 - Committee to review and consider an agreement authorizing access to the Riverside Aquatics Complex for practice diving and related training.

Recommended Action: To be Determined

E. Resources Committee

1. Market Street Properties – Recommendation to Award Bids for Construction Categories
- Committee to consider pre-approval of bid awards and pre-approval of issuing notices to proceed.
Recommended Action: To be Determined
2. Nursing/Science Building Project at Riverside City College – Change Orders for Roy E. Whitehead and Advanced Systems
- Committee to consider change orders related to the project.
Recommended Action: To be Determined
3. Bookstore Operations Update
- Committee to be updated on bookstore operations.
Information Only

IV. Closed Session

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.

Recommended Action: To be Determined

V. Adjournment

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-B

Date: May 3, 2011

Subject: Memorandum of Agreement to Offer a Supplementary Retirement Plan

Background: Attached for the Board's review and consideration is a Memorandum of Agreement between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA with details of the plan to offer a Supplementary Retirement Plan for Faculty. The plan contains similar features as the plan offered in 2010.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Agreement between the Riverside Community College District and the Riverside Community College District Faculty Association CCA/CTA/NEA and authorize the Chancellor to sign the Agreement.

Gregory W. Gray
Chancellor

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

Riverside Community College District
and
Riverside Community College District Faculty Association
CCA/CTA/NEA

Memorandum of Agreement

The Riverside Community College District (District) and the Riverside Community College District Faculty Association agree to offer a Supplementary Retirement Plan based on the following:

1.0 Eligibility

1.1 Those Contract or Regular Faculty members who:

- a) Are employed in good standing by the District as of May 3, 2011.
- b) Are age 55 with 8 or more years of full-time equivalent District service as of June 30, 2011, or December 31, 2011.
- c) Have resigned from District employment after completion of the 2010-2011 academic year, on or before June 30, 2011; or completion of the fall term for 2011-2012, on or before December 31, 2011.
- d) Faculty who opt to retire as of June 30, 2011 will receive the 85% PARS incentive plus full medical coverage until age 65.
- e) Faculty who opt to retire as the December 31, 2011 will receive the 75% PARS incentive, and will not receive continued medical benefits unless they have ten (10) years worth of service with the District as of December 31, 2011.

2.0 Incentive Payments

2.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
- b) For Contract or Regular Faculty members retiring after completion of the 2010-2011 academic year, on or before June 30, 2011, the sum of the contributions shall equal 85% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2011	17.00%
July 10, 2012	17.00%
July 10, 2013	17.00%
July 10, 2014	17.00%
July 10, 2015	17.00%
Total Contributions	85.00%

- c) For Contract or Regular Faculty members retiring after completion of the fall term for 2011-2012, on or before December 31, 2011, the sum of the contributions shall equal 75% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
TBD, 2011	15.00%
TBD, 2012	15.00%
TBD, 2013	15.00%
TBD, 2014	15.00%
TBD, 2015	15.00%
Total Contributions	75.00%

- d) For purposes of this plan, Final Pay shall be defined as the 2010-11 Contract Salary for those retiring on or before June 30, 2011 and the 2011-12 Contract Salary for those retiring on or before December 31, 2011 multiplied by the participant's current FTE (full-time equivalence). Contract Salary excludes such items of pay as special project pay, load bank payoff, and overload pay.

2.2 The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant. Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They can include:

- a) Joint-and-survivor payments; and
- b) Lifetime with a ten (10) year guarantee; and

- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.
- 2.3 The amount of monthly cash payment shall be fixed upon June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011 and shall not be subject to increase thereafter.
- 2.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011 and shall not be subject to change thereafter.
- 2.5 Participants shall not have a cash option to the employer 403(b) contributions.
- 2.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.0 Contract Administrator

- 3.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.0 Retiree Health Benefits

- 4.1 The District will continue to offer Retiree Health Benefits consistent with BP 7380.

5.0 Enrollment Deadline and Requirements

- 5.1 There is no requirement for a minimum level of participation for the retirement incentive to be accepted by the District.
- 5.2 Retiring faculty members shall have the first right of assignment for any part-time teaching assignments in the faculty service areas for which the retiring faculty member is qualified to teach. Such first right of assignment for part-time teaching assignments shall be in accordance with the collective bargaining agreement and shall be in effect through the end of the spring 2014 term for faculty members retiring effective June 30, 2011 and through the end of the spring 2012 term for faculty members retiring effective December 31, 2011.
- 5.3 As of the enrollment deadline of June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011, resignations of participants are irrevocable and may not be rescinded.
- 5.4 Participation in the retirement incentive requires:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-C

Date: May 3, 2011

Subject: Memorandum of Agreement to Offer a Supplementary Retirement Plan

Background: Attached for the Board's review and consideration is a Memorandum of Agreement between the Riverside Community College District and the Riverside Community College District Employees Chapter #535 with details of the plan to offer a Supplementary Retirement Plan for Faculty. The plan contains similar features as the plan offered in 2010.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Agreement between the Riverside Community College District and the Riverside Community College District Employees Chapter #535 and authorize the Chancellor to sign the Agreement.

Gregory W. Gray
Chancellor

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

Riverside Community College District
and
Riverside Community College District Employees
Chapter #535

Memorandum of Agreement

The Riverside Community College District (District) and the Riverside Community College District Employees Chapter #535 agree to offer a Supplementary Retirement Plan based on the following:

1.0 Eligibility

1.1 Those classified non-management employees who:

- a) Are employed in good standing by the District as of May 3, 2011.
- b) Are age 55 with 8 or more years of full-time equivalent District service as of June 30, 2011, or December 31, 2011.
- c) Have resigned from District employment after completion of the 2010-2011 academic year, on or before June 30, 2011; or completion of the fall term for 2011-2012, on or before December 31, 2011.
- d) Classified staff who opt to retire as of June 30, 2011 will receive the 85% PARS incentive plus full medical coverage until age 65.
- e) Classified employees who opt to retire as the December 31, 2011 will receive the 75% PARS incentive, and will not receive continued medical benefits unless they have ten (10) years worth of service with the District as of December 31, 2011.

2.0 Incentive Payments

2.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
- b) For classified non-management employees the sum of the contributions shall equal 85% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2011	17.00%
July 10, 2012	17.00%
July 10, 2013	17.00%
July 10, 2014	17.00%
July 10, 2015	17.00%
Total Contributions	85.00%

- c) For classified non-management employees the sum of the contributions shall equal 75% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
TBD, 2011	15.00%
TBD, 2012	15.00%
TBD, 2013	15.00%
TBD, 2014	15.00%
TBD, 2015	15.00%
Total Contributions	75.00%

- d) For purposes of this plan, Final Pay shall be defined as the 2010-11 annual salary for those retiring on or before June 30, 2011 and the 2011-12 annual salary for those retiring on or before December 31, 2011 multiplied by the participant's current FTE (full-time equivalence). Final pay excludes such items of pay as professional growth, special project pay and overtime pay.

- 2.2 The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant. Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They can include:
- a) Joint-and-survivor payments; and
 - b) Lifetime with a ten (10) year guarantee; and
 - c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.
- 2.3 The amount of monthly cash payment shall be fixed upon June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011 and shall not be subject to increase thereafter.
- 2.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011 and shall not be subject to change thereafter.
- 2.5 Participants shall not have a cash option to the employer 403(b) contributions.
- 2.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.0 Contract Administrator

- 3.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.0 Retiree Health Benefits

- 4.1 The District will continue to offer Retiree Health Benefits as described in Section 1.1 d. and e. as applicable and consistent with BP 7380 as applicable.

5.0 Enrollment Deadline and Requirements

- 5.1 There is no requirement for a minimum level of participation for the retirement incentive to be accepted by the District.
- 5.2 As of the enrollment deadline of June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011, resignations of participants are irrevocable and may not be rescinded.

- 5.3 As the hiring freeze(s) are created by members accepting the supplemental retirement plan, Unit members shall not be burdened with unreasonable workload demands or increased standards.
- 5.4 Participation in the retirement incentive requires:
- a. Submission of required PARS enrollment materials and District Letter of Retirement to PARS by June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011;
 - b. Resignation from District employment effective after completion of the 2010-2011 academic year, on or before June 30, 2011; or completion of the fall term for 2011-2012, on or before December 31, 2011.
- 5.5 Participating employees shall not return to the District under a full-time contract or as a full-time employee without forfeiting their PARS benefit.

Gregory W. Gray Date
Chancellor, RCCD

Gustavo Segura Date
President, RCCD Employees Chapter #535

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-D

Date: May 3, 2011

Subject: Supplementary Retirement Plan Offer for Academic and Classified
Management and Classified Confidential Employees

Background: Attached for the Board's review and consideration is a Supplementary Retirement Plan offer for Academic and Classified Management and Classified Confidential employees. The plan contains similar features as the plan offered in 2010.

Recommended Action: It is recommended that the Board of Trustees approve the Supplementary Retirement Plan for Academic and Classified Management and Classified Confidential employees.

Gregory W. Gray
Chancellor

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

Riverside Community College District
Academic and Classified Management and
Classified Confidential Employees
Supplementary Retirement Plan for 2010-2011

The Riverside Community College District (District) proposes to offer a Supplementary Retirement Plan to academic and classified management and classified confidential employees based on the following:

1.0 Eligibility

1.1 Those academic and classified management and classified confidential employees who:

- a) Are employed in good standing by the District as of May 3, 2011.
- b) Are age 55 with 8 or more years of full-time equivalent District service as of June 30, 2011, or December 31, 2011.
- c) Have resigned from District employment after completion of the 2010-2011 academic year, on or before June 30, 2011; or completion of the fall term for 2011-2012, on or before December 31, 2011.
- d) Academic and classified management and classified confidential employees who opt to retire as of June 30, 2011 will receive the 85% PARS incentive plus full medical coverage until age 65.
- e) Academic and classified management and classified confidential employees who opt to retire as the December 31, 2011 will receive the 75% PARS incentive, and will not receive continued medical benefits unless they have ten (10) years worth of service with the District as of December 31, 2011.

2.0 Incentive Payments

2.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
- b) For academic and classified management and classified confidential employees retiring after completion of the 2010-2011 academic year, on or before June 30, 2011, the sum of the contributions shall equal 85% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2011	17.00%
July 10, 2012	17.00%
July 10, 2013	17.00%
July 10, 2014	17.00%
July 10, 2015	17.00%
Total Contributions	85.00%

- c) For academic and classified management and classified confidential employees retiring after completion of the fall term for 2011-2012, on or before December 31, 2011, the sum of the contributions shall equal 75% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
TBD, 2011	15.00%
TBD, 2012	15.00%
TBD, 2013	15.00%
TBD, 2014	15.00%
TBD, 2015	15.00%
Total Contributions	75.00%

- d) For purposes of this plan, Final Pay shall be defined as the 2010-11 annual salary for those retiring on or before June 30, 2011 and the 2011-12 annual salary for those retiring on or before December 31, 2011 multiplied by the participant's current FTE (full-time equivalence). Final Pay excludes such items of pay as professional growth, special project pay and overtime pay, as applicable.

2.2 The basic benefit shall be a lifetime benefit paid monthly over the lifetime of the participant. Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They can include:

- a) Joint-and-survivor payments; and
 - b) Lifetime with a ten (10) year guarantee; and
 - c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.
- 2.3 The amount of monthly cash payment shall be fixed upon June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011 and shall not be subject to increase thereafter.
- 2.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011 and shall not be subject to change thereafter.
- 2.5 Participants shall not have a cash option to the employer 403(b) contributions.
- 2.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.0 Contract Administrator

- 3.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).

4.0 Retiree Health Benefits

- 4.1 The District will continue to offer Retiree Health Benefits as described in Section 1.1 d. and e. as applicable and consistent with BP 7380 as applicable.

5.0 Enrollment Deadline and Requirements

- 5.1 There is no requirement for a minimum level of participation for the retirement incentive to be accepted by the District.
- 5.2 As of the enrollment deadline of June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011, resignations of participants are irrevocable and may not be rescinded.
- 5.3 Participation in the retirement incentive requires:
- a) Submission of required PARS enrollment materials and District Letter of Retirement to PARS by June 8, 2011 for those retiring on or before June 30, 2011 and August 31, 2011 for those retiring on or before December 31, 2011;

- b) Resignation from District employment effective after completion of the 2010-2011 academic year, on or before June 30, 2011; or completion of the fall term for 2011-2012, on or before December 31, 2011.

5.4 Participating employees shall not return to the District under a full-time contract or as a full-time employee without forfeiting their PARS benefit.

The Riverside Community College District (District) will explore the option of a State Teachers Retirement System (STRS) Golden Handshake offer comprising of two (2) years additional service credit that is mutually exclusive of the Supplementary Retirement Plan offered through Public Agency Retirement Services and, if determined to be feasible, the District will offer this option with an effective retirement date of December 31, 2011.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-E

Date: May 3, 2011

Subject: Proposed Public Agency Retirement Services (PARS) Retirement Incentive –
Resolution No. 56-10/11

Background: Attached for the Board's review and consideration is Resolution No. 56-10/11, PARS Supplementary Retirement Plan. This Resolution has been prepared to implement the proposed golden handshake for faculty, classified, management, and confidential staff. An Agreement for Administrative Services between PARS and the District is attached.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 56-10/11, for the attached Agreement for Administrative Services with Phase II Systems dba Public Agency Retirement Services to implement the supplementary retirement plans for faculty, classified, management and confidential employees and authorize the Vice Chancellor, Administration and Finance, to sign implementing documents.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BOARD RESOLUTION #56-10/11

Public Agency Retirements Services (PARS) Retirement Incentive

WHEREAS it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective May 3rd, 2011; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Vice Chancellor, Administration & Finance, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

Mary Figueroa, the Secretary of the Board of Trustees of the Riverside Community College District of Riverside County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 3rd of May, 2011, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2011.

Secretary of the Board

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this 3rd day of March, 2011, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and the Riverside Community College District ("Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the "Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.
11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the

Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

16. Notices. All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Riverside Community College District; 4800 Magnolia Avenue, Riverside, CA 92506; Attention: Vice Chancellor, Administration & FinanceNotices shall be deemed given on the date received by the addressee.
17. Term of Agreement. This Agreement shall remain in effect for the period beginning May 3rd, 2011 and ending May 2nd, 2016 ("Term"). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.
18. Amendment. This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. Entire Agreement. This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. Attorney's Fees. In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. Counterparts. This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. Effective Date. This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. Further Acts. The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

AGENCY:

BY: _____

TITLE: Vice Chancellor, Administration & Finance

DATE: _____

PARS:

BY: _____

TITLE: _____

DATE: _____

EXHIBIT 1A

SERVICES

PARS will provide the following services for the Riverside Community College District:

1. Plan Consultation Services:
 - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
 - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
 - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
 - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.
2. Plan Installation Services:
 - (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.
3. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
 - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
 - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
 - (D) Producing benefit illustrations and processing enrollments;
 - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.
4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-A-1

Date: May 17, 2011

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our Board Policies and Administrative Procedures, the items below come before the Board for first reading.

General Institution

3550 – Drug Free Environment – This is a revision of the Policy that was previously adopted on March 17, 2009.

Human Resources

7250 – Educational Administrators and Retreat Rights – This is a new Policy for the District.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 3550 and 7250.

Gregory W. Gray
Chancellor

Prepared by: Ruth W. Adams, Esq.
General Counsel

Riverside Community College District Policy

No. 3550

**General Institution
DRAFT**

BP 3550 DRUG FREE ENVIRONMENT

References:

Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g;
34 C.F.R. Sections 86.1 et seq.;
Drug Free Workplace Act of 1988, 41 U.S.C. Section 702
Health and Safety Code Section 11362.79

The District shall be free from all drugs and from the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, ***including medical marijuana***, is prohibited in/***on*** all facilities/***property*** under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal. In cases where there is a reasonable belief that a violation of law has occurred, cases may be reported to the appropriate law enforcement agency for investigation and prosecution.

The Chancellor shall assure that the District distributes annually to each student and employee the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

Date Adopted: March 17, 2009
(Replaces RCCD Policies 3115/4115)

Revised:

Riverside Community College District Policy

No. 7250

DRAFT

BP 7250 EDUCATIONAL ADMINISTRATORS and RETREAT RIGHTS

References:

Education Code Sections 72411 et seq., 87002(b), 87454 and 87457-87460; California Code of Regulations, Title 5, Sections 53420 and 53430
Government Code Sections 3540.1(g) and (m);
Wong v. Ohlone College (2006), 137 Cal.App.4th 1379, 40 Cal.Rptr.3d 923.

An administrator is a person employed by the Board of Trustees in a supervisory or management position as defined in Government Code Sections 3540 et seq.

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the District.

Educational administrators shall be in possession of the following minimum qualifications for service:

- 1. Possession of a master's degree; and***
- 2. One year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment; and***
- 3. Minimum qualifications in a Faculty Subject Area (FSA) at the time of hire.***

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation and benefits shall be set by the Board of Trustees upon recommendation by the Chancellor.

EDUCATIONAL ADMINISTRATOR ACADEMIC RETREAT RIGHTS

I. Tenured Educational Administrators

In accordance with Education Code Section 87454, an educational administrator whose administrative assignment is terminated and who has acquired faculty tenure within the District shall have the right to be reassigned to a regular faculty position, provided the reason for the termination of the administrative

assignment is other than dismissal for cause pursuant to Education Code Section 87732 and in accordance with the following provisions:

- 1. The retreating administrator will be placed on the salary schedule in accordance with the procedure agreed upon by the district and the faculty association (collective bargaining unit).**
- 2. The administrator's original established service area or the service area in which the administrator did the majority of his or her teaching while a faculty member will be used to determine discipline placement.**
- 3. The administrator will not replace a regular (tenured) or contract (tenure-track) faculty member in the affected discipline unless the cause for reassignment is a reduction in force.**

For situations other than a lay-off or non-renewal of contract, the administrator shall make a formal request for a faculty position to the Chancellor. The Chancellor will notify the College Academic Senate President and the College President of the request. The College Academic Senate President will notify members of the affected discipline and the Academic Senate at the affected College of the request. The members of the affected discipline, College Academic Senate and College President may provide their recommendations regarding placement to the Chancellor for his/her consideration.

In situations regarding a lay-off or non-renewal of contract (other than for cause), Section 87454 of the Education Code shall apply.

II. Non-tenured Educational Administrators

An educational administrator whose administrative assignment is terminated and who does not have faculty tenure within the District shall have the right to become a first-year probationary faculty member, provided the reason for the termination of the administrative assignment is other than dismissal for cause pursuant to Education Code Section 87732 and in accordance with the following provisions:

- 1. The administrator meets minimum qualifications for the requested faculty position, as specified in the list of disciplines as adopted by the Board of Governors of the California Community Colleges, and other such qualifications as may be required in accordance with the collective bargaining agreement between the District and the District Faculty Association.**
- 2. The administrator has completed at least two years of satisfactory service within the District, including any prior service as a faculty**

member.

- 3. The administrator was hired by the District on or after July 1, 1990.*
- 4. The administrator is not replacing a regular (tenured) faculty member or a contract (tenure-track) faculty member.*
- 5. A position for the retreating administrator must be available within the District. This position shall have been properly created by the strategic planning committee and will have been appropriately allocated, budgeted, vetted and prioritized in accordance with the prevailing procedures on the affected College.*
- 6. The retreating administrator will be placed on the salary schedule in accordance with the procedure agreed upon by the district and the faculty association (collective bargaining unit).*

The administrator shall present a formal request for a faculty position to the Chancellor. If a position is available in the requesting administrator's discipline, the Chancellor will notify the District Academic Senate President and the President of the College at which the available position exists. Upon notification of the request, the District Academic Senate President shall notify the Academic Senate President of the affected College and all members of the affected discipline.

The affected college's Academic Senate President will work with the discipline to form a committee consisting of three (3) discipline members and the department chair serving as an ex-officio (non-voting) member of the committee. If and only if the department chair is also a member of the affected discipline, then the committee will consist of three members (the two discipline members and the department chair). If the affected college does not have sufficient discipline members to form a committee of this size, the college Academic Senate President shall recruit members from a closely related discipline.

The committee shall meet to review the administrator's request and to assess the administrator's academic and teaching competencies. As a minimum, all requesting administrators will be required to present a demonstration of competence in teaching or equivalent for the committee. The review process shall be similar to, but no more stringent than, that used by the discipline when hiring new faculty with the aim of assessing the retreating administrator's appropriateness for a tenure-track position within the discipline.

The committee shall make its recommendation to the affected College's Academic Senate within 30 days from the date of the request. The Senate shall

take the recommendation forward to the Chancellor and the Board of Trustees as soon as practicable after receipt of the recommendation.

The process shall further require that the governing board shall provide the College Academic Senate with an opportunity to present its views to the governing board before the board makes a determination and that the written record of the decision, including the views of the academic senate, shall be available for review pursuant to Education Code Section 87358.

NOTE: This policy is legally required.

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-A-2

Date: May 17, 2011

Subject: Resolution No. 51-10/11 in Support of US Congress and Department of Education to Address Issues and Consumer Protection Practices Concerning For-Profit Colleges and Universities

Background: At the April Governance Committee, a resolution was prepared and discussed relative to the operations, performance and regulatory need, commonly referred to as gainful employment regulations. Since the committee meeting, trustees and the academic senate leaders reviewed and provided feedback to the proposed regulation. A redlined version of the resolution is attached for consideration.

Access to higher education and gaining employable workforce skills is critically important throughout the nation and for its economic vitality. Given the growing need of advancing industry sector workforce, and the rising cost and limited access of public and private universities and colleges, the role of for-profit colleges and universities has expanded exponentially, in the name of meeting these needs. However, practices of these new and expanded colleges and universities has been under renewed scrutiny; as they access many of the same federal dollars and loan programs, with limited regulation and questionable rates of success.

While this issue is not a new issue, it is a growing issue, and is receiving attention at the national level. Recently, the practices and growth of for-profit colleges and universities was the subject of the US Government Accountability Office. A copy of the GAO's report of August 2010 is herewith. Additionally, bills have been introduced to block efforts by Congress or the Obama Administration from tightening the rules on federal loans to students attending for-profit colleges.

The issue of consumer protection impacts our public community colleges, the access to limited federal resources, and the placement of student success as a key component to our mission. In stating this, is important to recognize that the Nation's higher education system includes public, private not-for profit and for-profit colleges and universities to serve the educational needs for the nation, and there are responsible and viable roles and services for each type of institution. What are at issue are the perceived imbalance and practices, and their impact to limited federal resources and programs.

Recommended Action: It is recommended that the Board of Trustees consider Resolution No. 51-10/11 declaring support of US Congress and Department of Education to address issues and consumer protection practices concerning for-profit colleges and universities.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION IN SUPPORT OF US CONGRESS AND DEPARTMENT OF
EDUCATION TO ADDRESS ISSUES AND CONSUMER PROTECTION
PRACTICES CONCERNING FOR-PROFIT COLLEGES AND UNIVERSITIES

RESOLUTION NO. 51-10/11

WHEREAS, a skilled and educated workforce is key to the continued advancement of our Nation and its economy;

WHEREAS, the Nation's higher education system includes public, private not-for profit and for-profit colleges and universities to serve the educational needs for the nation, and there are responsible and viable roles and services for each type of institution;

WHEREAS, the Nation and states have limited resources to serve the educational needs of the citizens;

WHEREAS, the Nation and states provide access to funding and resources to assure persons seeking training and education have financial access through programs such as PELL Grants, student loans and other state programs such as Cal Grants in the State of California;

WHEREAS, in August 2010 the Government Accountability Office report provided testimony as to fraud, deceptive recruiting practices and misleading costs and benefits conducted by fifteen, randomly sampled for-profit institutions investigated before the Health, Education Labor and Pensions committee of the US Congress;

WHEREAS, the for-profit college industry is now a \$29 billion sector consisting of 10% of the higher education students in the nation;

WHEREAS, it is estimated that for-profits consume 30-40% of federal funds for higher education assistance and result in very low completion rates;

WHEREAS, it is estimated that 96% of 2008 graduates of for-profit colleges have debt compared with 62% at public and 72% at private not-for-profit institutions;

WHEREAS 21% of students who use federal loans to attend for-profit college go into default within three-years compared to 7% at public four-year colleges and 16% at public two-year colleges, and there is concern to higher education lending practices that some have referred to as the education subprime condition;

NOW THEREFORE, the Board of Trustees of the Riverside Community College District hereby resolves the following:Section1. Urges support for the U.S. Department of Education regulations, commonly referenced as "gainful employment" regulation and urges members of U.S, Congress to refrain from passing legislation and other measures that may block or otherwise impede the implementation of said regulations; andSection2. Request that the U.S. Congress and U.S. Department of Education address issues, practices, and consumer protection surrounding the for-profit college industry to assure federal funding and resources for higher education are as transparent and responsibly applied and deployed for the gainful advancement and benefit of our Nation.

PASSED AND ADOPTED this 17th day of May 2011, at the regular meeting of the Riverside Community College District Board of Trustees.

Janet Green
President of the Board of Trustees
Riverside Community College District



United States Government Accountability Office

Testimony

Before the Committee on Health,
Education, Labor, and Pensions, U.S.
Senate

For Release on Delivery
Expected at 10:00 a.m. EDT
Wednesday, August 4, 2010

FOR-PROFIT COLLEGES

Undercover Testing Finds Colleges Encouraged Fraud and Engaged in Deceptive and Questionable Marketing Practices

Statement of Gregory D. Kutz, Managing Director
Forensics Audits and Special Investigations

On November 30, 2010, GAO reissued this testimony to clarify and add more precise wording on pages 9 and 12 and to some of the examples cited in Table 1 on page 8 and Appendix I, pages 19-27.

August 4, 2010



Highlights of [GAO-10-948T](#), a testimony before the Committee on Health, Education, Labor, and Pensions, U.S. Senate

Why GAO Did This Study

Enrollment in for-profit colleges has grown from about 365,000 students to almost 1.8 million in the last several years. These colleges offer degrees and certifications in programs ranging from business administration to cosmetology. In 2009, students at for-profit colleges received more than \$4 billion in Pell Grants and more than \$20 billion in federal loans provided by the Department of Education (Education). GAO was asked to 1) conduct undercover testing to determine if for-profit colleges' representatives engaged in fraudulent, deceptive, or otherwise questionable marketing practices, and 2) compare the tuitions of the for-profit colleges tested with those of other colleges in the same geographic region.

To conduct this investigation, GAO investigators posing as prospective students applied for admissions at 15 for-profit colleges in 6 states and Washington, D.C.. The colleges were selected based on several factors, including those that the Department of Education reported received 89 percent or more of their revenue from federal student aid. GAO also entered information on four fictitious prospective students into education search Web sites to determine what type of follow-up contact resulted from an inquiry. GAO compared tuition for the 15 for-profit colleges tested with tuition for the same programs at other colleges located in the same geographic areas. Results of the undercover tests and tuition comparisons cannot be projected to all for-profit colleges.

[View GAO-10-948T or key components.](#) For more information, contact Gregory Kutz at (202) 512-6722 or kutzg@gao.gov.

FOR-PROFIT COLLEGES

Undercover Testing Finds Colleges Encouraged Fraud and Engaged in Deceptive and Questionable Marketing Practices

What GAO Found

Undercover tests at 15 for-profit colleges found that 4 colleges encouraged fraudulent practices and that all 15 made deceptive or otherwise questionable statements to GAO's undercover applicants. Four undercover applicants were encouraged by college personnel to falsify their financial aid forms to qualify for federal aid—for example, one admissions representative told an applicant to fraudulently remove \$250,000 in savings. Other college representatives exaggerated undercover applicants' potential salary after graduation and failed to provide clear information about the college's program duration, costs, or graduation rate despite federal regulations requiring them to do so. For example, staff commonly told GAO's applicants they would attend classes for 12 months a year, but stated the annual cost of attendance for 9 months of classes, misleading applicants about the total cost of tuition. Admissions staff used other deceptive practices, such as pressuring applicants to sign a contract for enrollment before allowing them to speak to a financial advisor about program cost and financing options. However, in some instances, undercover applicants were provided accurate and helpful information by college personnel, such as not to borrow more money than necessary.

Fraudulent, Deceptive, and Otherwise Questionable Practices

Degree/certificate, location	Sales and Marketing Practice
Certificate Program – California	Undercover applicant was encouraged by a college representative to change federal aid forms to falsely increase the number of dependents in the household in order to qualify for grants.
Associate's Degree – Florida	Undercover applicant was falsely told that the college was accredited by the same organization that accredits Harvard and the University of Florida.
Certificate Program – Washington, D.C.	Admissions representative said that barbers can earn up to \$150,000 to \$250,000 a year, an exceptional figure for the industry. The Bureau of Labor Statistics reports that 90 percent of barbers make less than \$43,000 a year.
Certificate Program – Florida	Admission representative told an undercover applicant that student loans were not like a car payment and that no one would "come after" the applicant if she did not pay back her loans.

Source: GAO

In addition, GAO's four fictitious prospective students received numerous, repetitive calls from for-profit colleges attempting to recruit the students when they registered with Web sites designed to link for-profit colleges with prospective students. Once registered, GAO's prospective students began receiving calls within 5 minutes. One fictitious prospective student received more than 180 phone calls in a month. Calls were received at all hours of the day, as late as 11 p.m. To see video clips of undercover applications and to hear voicemail messages from for-profit college recruiters, see <http://www.gao.gov/products/GAO-10-948T>.

Programs at the for-profit colleges GAO tested cost substantially more for associate's degrees and certificates than comparable degrees and certificates at public colleges nearby. A student interested in a massage therapy certificate costing \$14,000 at a for-profit college was told that the program was a good value. However the same certificate from a local community college cost \$520. Costs at private nonprofit colleges were more comparable when similar degrees were offered.

Mr. Chairman and Members of the Committee:

Thank you for the opportunity to discuss our investigation into fraudulent, deceptive, or otherwise questionable sales and marketing practices in the for-profit college industry.¹ Across the nation, about 2,000 for-profit colleges eligible to receive federal student aid offer certifications and degrees in subjects such as business administration, medical billing, psychology, and cosmetology. Enrollment in such colleges has grown far faster than traditional higher-education institutions. The for-profit colleges range from small, privately owned colleges to colleges owned and operated by publicly traded corporations. Fourteen such corporations, worth more than \$26 billion as of July 2010,² have a total enrollment of 1.4 million students. With 443,000 students, one for-profit college is one of the largest higher-education systems in the country—enrolling only 20,000 students fewer than the State University of New York.

The Department of Education’s Office of Federal Student Aid manages and administers billions of dollars in student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended. These programs include, among others, the William D. Ford Federal Direct Loan Program (Direct Loans), the Federal Pell Grant Program, and campus-based aid programs.³ Grants do not have to be repaid by students, while loans must be repaid whether or not a student completes a degree program. Students may be eligible for “subsidized” loans or “unsubsidized” loans. For unsubsidized loans, interest begins to accrue on the loan as soon as the loan is taken out by the student (i.e. while attending classes).

¹For-profit colleges are institutions of post-secondary education that are privately-owned or owned by a publicly traded company and whose net earnings can benefit a shareholder or individual. In this report, we use the term “college” to refer to all of those institutions of post-secondary education that are eligible for funds under Title IV of the Higher Education Act of 1965, as amended. This term thus includes public and private nonprofit institutions, proprietary or for-profit institutions, and post-secondary vocational institutions.

²\$26 billion is the aggregate market capitalization of the 14 publicly traded corporations on July 14, 2010. In addition, there is a 15th company that operates for-profit colleges; however, the parent company is involved in other industries; therefore, we are unable to separate its market capitalization for only the for-profit college line of business, and its value is not included in this calculation.

³The Federal Supplemental Educational Opportunity Grant (FSEOG), Federal Work-Study (FWS), and Federal Perkins Loan programs are called campus-based programs and are administered directly by the financial aid office at each participating college. As of July 1, 2010 new federal student loans that are not part of the campus-based programs will come directly from the Department of Education under the Direct Loan program.

For subsidized loans, interest does not accrue while a student is in college. Colleges received \$105 billion in Title IV funding for the 2008-2009 school year—of which approximately 23 percent or \$24 billion went to for-profit colleges. Because of the billions of dollars in federal grants and loans utilized by students attending for-profit colleges, you asked us to (1) conduct undercover testing to determine if for-profit college representatives engaged in fraudulent, deceptive, or otherwise questionable marketing practices, and (2) compare the cost of attending for-profit colleges tested with the cost of attending nonprofit colleges in the same geographic region.

To determine whether for-profit college representatives engaged in fraudulent, deceptive, or otherwise questionable sales and marketing practices, we investigated a nonrepresentative selection of 15 for-profit colleges located in Arizona, California, Florida, Illinois, Pennsylvania, Texas, and Washington, D.C. We chose colleges based on several factors in order to test for-profit colleges offering a variety of educational services with varying corporate sizes and structures located across the country. Factors included whether a college received 89 percent or more of total revenue from federal student aid according to Department of Education (Education) data or was located in a state that was among the top 10 recipients of Title IV funding. We also chose a mix of privately held or publicly traded for-profit colleges. We reviewed Federal Trade Commission (FTC) statutes and regulations regarding unfair and deceptive marketing practices and Education statutes and regulations regarding what information postsecondary colleges are required to provide to students upon request and what constitutes substantial misrepresentation of services. During our undercover tests we attempted to identify whether colleges met these regulatory requirements, but we were not able to test all regulatory requirements in all tests.

Using fictitious identities, we posed as potential students to meet with the colleges' admissions and financial aid representatives and inquire about certificate programs, associate's degrees, and bachelor's degrees.⁴ We inquired about one degree type and one major—such as cosmetology, massage therapy, construction management, or elementary education—at each college. We tested each college twice—once posing as a prospective student with an income low enough to qualify for federal grants and

⁴A certificate program allows a student to earn a college level credential in a particular field without earning a degree.

subsidized student loans, and once as a prospective student with higher income and assets to qualify the student only for certain unsubsidized loans.⁵ Our undercover applicants were ineligible for other types of federal postsecondary education assistance programs such as benefits available under the Post-9/11 Veterans Educational Assistance Act of 2008 (commonly referred to as “the Post-9/11 G.I. Bill”). We used fabricated documentation, such as tax returns, created with publicly available hardware, software and materials, and the Free Application for Federal Student Aid (FAFSA)—the form used by virtually all 2- and 4-year colleges, universities, and career colleges for awarding federal student aid—during our in-person meetings. In addition, using additional bogus identities, investigators posing as four prospective students filled out forms on two Web sites that ask questions about students’ academic interests, match them to colleges with relevant programs, and provide the students’ information to colleges or the colleges’ outsourced calling center for follow-up about enrollment. Two students expressed interest in a culinary arts degree, and two other students expressed interest in a business administration degree. We filled out information on two Web sites with these fictitious prospective students’ contact information and educational interests in order to document the type and frequency of contact the fictitious prospective students would receive. We then monitored the phone calls and voicemails received.

To compare the cost of attending for-profit colleges with that of nonprofit colleges, we used Education information to select public and private nonprofit colleges located in the same geographic areas as the 15 for-profit colleges we visited. We compared tuition rates for the same type of degree or certificate between the for-profit and nonprofit colleges. For the 15 for-profit colleges we visited, we used information obtained from campus representatives to determine tuition at these programs. For the nonprofit colleges, we obtained information from their Web sites or, when not available publicly, from campus representatives. Not all nonprofit colleges offered similar degrees, specifically when comparing associate’s degrees and certificate programs. We cannot project the results of our undercover tests or cost comparisons to other for-profit colleges.

⁵Regardless of income and assets, all eligible students attending a Title IV college are eligible to receive unsubsidized federal loans. The maximum amount of the unsubsidized loan ranges from \$2,000 to \$12,000 per year, depending on the student’s grade level and on whether the student is considered “dependent” or “independent” from his or her parents or guardians.

We plan to refer cases of school officials encouraging fraud and engaging in deceptive practices to Education's Office of Inspector General, where appropriate. Our investigative work, conducted from May 2010 through July 2010, was performed in accordance with standards prescribed by the Council of the Inspectors General on Integrity and Efficiency.

Background

In recent years, the scale and scope of for-profit colleges have changed considerably. Traditionally focused on certificate and programs ranging from cosmetology to medical assistance and business administration, for-profit institutions have expanded their offerings to include bachelor's, master's, and doctoral level programs. Both the certificate and degree programs provide students with training for careers in a variety of fields. Proponents of for-profit colleges argue that they offer certain flexibilities that traditional universities cannot, such as, online courses, flexible meeting times, and year-round courses. Moreover, for-profit colleges often have open admissions policies to accept any student who applies.

Currently, according to Education about 2,000 for-profit colleges participate in Title IV programs and in the 2008–2009 school year, for-profit colleges received approximately \$24 billion in Title IV funds. Students can only receive Title IV funds when they attend colleges approved by Education to participate in the Title IV program.

Title IV Program Eligibility Criteria

The Higher Education Act of 1965, as amended, provides that a variety of institutions of higher education are eligible to participate in Title IV programs, including:

- Public institutions—Institutions operated and funded by state or local governments, which include state universities and community colleges.
- Private nonprofit institutions—Institutions owned and operated by nonprofit organizations whose net earnings do not benefit any shareholder or individual. These institutions are eligible for tax-deductible contributions in accordance with the Internal Revenue code (26 U.S.C. § 501(c)(3)).
- For-profit institutions—Institutions that are privately owned or owned by a publicly traded company and whose net earnings can benefit a shareholder or individual.

Colleges must meet certain requirements to receive Title IV funds. While full requirements differ depending on the type of college, most colleges are

required to: be authorized or licensed by the state in which it is located to provide higher education; provide at least one eligible program that provides an associate's degree or higher, or provides training to students for employment in a recognized occupation; and be accredited by an accrediting agency recognized by the Secretary of Education. Moreover, for-profit colleges must enter a "program participation agreement" with Education that requires the school to derive not less than 10 percent of revenues from sources other than Title IV funds and certain other federal programs (known as the "90/10 Rule"). Student eligibility for grants and subsidized student loans is based on student financial need. In addition, in order for a student to be eligible for Title IV funds, the college must ensure that the student meets the following requirements, among others: has a high school diploma, a General Education Development certification, or passes an ability-to-benefit test approved by Education, or completes a secondary school education in a home school setting recognized as such under state law; is working toward a degree or certificate in an eligible program; and is maintaining satisfactory academic progress once in college.⁶

Defaults on Student Loans

In August 2009, GAO reported that in the repayment period, students who attended for-profit colleges were more likely to default on federal student loans than were students from other colleges.⁷ When students do not make payments on their federal loans and the loans are in default, the federal government and taxpayers assume nearly all the risk and are left with the costs. For example, in the Direct Loan program, the federal government and taxpayers pick up 100 percent of the unpaid principal on defaulted loans. In addition, students who default are also at risk of facing a number of personal and financial burdens. For example, defaulted loans will appear on the student's credit record, which may make it more difficult to obtain an auto loan, mortgage, or credit card. Students will also be ineligible for assistance under most federal loan programs and may not receive any additional Title IV federal student aid until the loan is repaid in full. Furthermore, Education can refer defaulted student loan debts to the Department of Treasury to offset any federal or state income tax refunds

⁶GAO previously investigated certain schools' use of ability-to-benefit tests. For more information, see GAO, *PROPRIETARY SCHOOLS: Stronger Department of Education Oversight Needed to Help Ensure Only Eligible Students Receive Federal Student Aid*, GAO-09-600 (Washington, D.C.: August 17, 2009).

⁷GAO-09-600.

due to the borrower to repay the defaulted loan. In addition, Education may require employers who employ individuals who have defaulted on a student loan to deduct 15 percent of the borrower's disposable pay toward repayment of the debt. Garnishment may continue until the entire balance of the outstanding loan is paid.

College Disclosure Requirements

In order to be an educational institution that is eligible to receive Title IV funds, Education statutes and regulations require that each institution make certain information readily available upon request to enrolled and prospective students.⁸ Institutions may satisfy their disclosure requirements by posting the information on their Internet Web sites. Information to be provided includes: tuition, fees, and other estimated costs; the institution's refund policy; the requirements and procedures for withdrawing from the institution; a summary of the requirements for the return of Title IV grant or loan assistance funds; the institution's accreditation information; and the institution's completion or graduation rate. If a college substantially misrepresents information to students, a fine of no more than \$25,000 may be imposed for each violation or misrepresentation and their Title IV eligibility status may be suspended or terminated.⁹ In addition, the FTC prohibits "unfair methods of competition" and "unfair or deceptive acts or practices" that affect interstate commerce.

⁸20 U.S.C. § 1092 and 34 C.F.R. §§ 668.41 - 49.

⁹20 U.S.C. § 1094 (c) (3) and 34 C.F.R. §§ 668.71 - .75. Additionally, Education has recently proposed new regulations that would enhance its oversight of Title IV eligible institutions, including provisions related to misrepresentation and aggressive recruiting practices. See 75 Fed. Reg. 34,806 (June 18, 2010).

For-Profit Colleges Encouraged Fraud and Engaged in Deceptive and Otherwise Questionable Sales and Marketing Practices

Our covert testing at 15 for-profit colleges found that four colleges encouraged fraudulent practices, such as encouraging students to submit false information about their financial status. In addition all 15 colleges made some type of deceptive or otherwise questionable statement to undercover applicants, such as misrepresenting the applicant's likely salary after graduation and not providing clear information about the college's graduation rate. Other times our undercover applicants were provided accurate or helpful information by campus admissions and financial aid representatives. Selected video clips of our undercover tests can be seen at <http://www.gao.gov/products/GAO-10-948T>.

Fraudulent Practices Encouraged by For-Profit Colleges

Four of the 15 colleges we visited encouraged our undercover applicants to falsify their FAFSA in order to qualify for financial aid. A financial aid officer at a privately owned college in Texas told our undercover applicant not to report \$250,000 in savings, stating that it was not the government's business how much money the undercover applicant had in a bank account. However, Education requires students to report such assets, which along with income, are used to determine how much and what type of financial aid for which a student is eligible. The admissions representative at this same school encouraged the undercover applicant to change the FAFSA to falsely add dependents in order to qualify for grants. The admissions representative attempted to ease the undercover applicant's concerns about committing fraud by stating that information about the reported dependents, such as Social Security numbers, was not required. An admissions representative at another college told our undercover applicant that changing the FAFSA to indicate that he supported three dependents instead of being a single-person household might drop his income enough to qualify for a Pell Grant. In all four situations when college representatives encouraged our undercover applicants to commit fraud, the applicants indicated on their FAFSA, as well as to the for-profit college staff, that they had just come into an inheritance worth approximately \$250,000. This inheritance was sufficient to pay for the entire cost of the undercover applicant's tuition. However, in all four cases, campus representatives encouraged the undercover applicants to take out loans and assisted them in becoming eligible either for grants or subsidized loans. It was unclear what incentive these colleges had to encourage our undercover applicants to fraudulently fill out financial aid forms given the applicants' ability to pay for college. The following table provides more details on the four colleges involved in encouraging fraudulent activity.

Table 1: Fraudulent Actions Encouraged by For-Profit Colleges

Location	Certification Sought and Course of Study	Type of College	Fraudulent Behavior Encouraged
CA	Certificate - Computer Aided Drafting	Less than 2-year, privately owned	<ul style="list-style-type: none"> Undercover applicant was encouraged by a financial aid representative to change the FAFSA to falsely increase the number of dependents in the household in order to qualify for Pell Grants. The undercover applicant suggested to the representative that by the time the college would be required by Education to verify any information about the applicant, the applicant would have already graduated from the 7-month program. The representative acknowledged this was true. This undercover applicant indicated to the financial aid representative that he had \$250,000 in the bank, and was therefore capable of paying the program's \$15,000 cost. The fraud would have made the applicant eligible for grants and subsidized loans.
FL	Associate's Degree - Radiologic Technology	2-year, privately owned	<ul style="list-style-type: none"> Admissions representative suggested to the undercover applicant that he not report \$250,000 in savings reported on the FAFSA. The representative told the applicant to come back once the fraudulent financial information changes had been processed. This change would not have made the applicant eligible for grants because his income would have been too high, but it would have made him eligible for loans subsidized by the government. However, this undercover applicant indicated that he had \$250,000 in savings—more than enough to pay for the program's \$39,000 costs.
PA	Certificate - Web Page Design	Less than 2-year, privately owned	<ul style="list-style-type: none"> Financial aid representative told the undercover applicant that he should have answered "zero" when asked about money he had in savings—the applicant had reported a \$250,000 inheritance. The financial aid representative told the undercover applicant that she would "correct" his FAFSA form by reducing the reported assets to zero. She later confirmed by email and voicemail that she had made the change. This change would not have made the applicant eligible for grants, but it would have made him eligible for loans subsidized by the government. However, this applicant indicated that he had about \$250,000 in savings—more than enough to pay for the program's \$21,000 costs.
TX	Bachelor's Degree - Construction Management	4-year, privately owned	<ul style="list-style-type: none"> Admissions representative encouraged applicant to change the FAFSA to falsely add dependents in order to qualify for Pell Grants. Admissions representative assured the undercover applicant that he did not have to identify anything about the dependents, such as their Social Security numbers, nor did he have to prove to the college with a tax return that he had previously claimed them as dependents. Financial aid representative told the undercover applicant that he should not report the \$250,000 in cash he had in savings. This applicant indicated to the financial aid representative that he had \$250,000 in the bank, and was therefore capable of paying the program's \$68,000 cost. The fraud would have made the undercover applicant eligible for more than \$2,000 in grants per year.

Source: GAO.

Deceptive or Questionable Statements

Admissions or financial aid representatives at all 15 for-profit colleges provided our undercover applicants with deceptive or otherwise questionable statements. These deceptive and questionable statements included information about the college's accreditation, graduation rates and its student's prospective employment and salary qualifications, duration and cost of the program, or financial aid. Representatives at schools also employed hard-sell sales and marketing techniques to encourage students to enroll.

Accreditation Information

Admissions representatives at four colleges either misidentified or failed to identify their colleges' accrediting organizations. While all the for-profit colleges we visited were accredited according to information available from Education, federal regulations state that institutions may not provide students with false, erroneous, or misleading statements concerning the particular type, specific source, or the nature and extent of its accreditation. Examples include:

- A representative at a college in Florida owned by a publicly traded company told an undercover applicant that the college was accredited by the same organization that accredits Harvard and the University of Florida when in fact it was not. The representative told the undercover applicant: "It's the top accrediting agency—Harvard, University of Florida—they all use that accrediting agency....All schools are the same; you never read the papers from the schools."
- A representative of a small beauty college in Washington, D.C. told an undercover applicant that the college was accredited by "an agency affiliated with the government," but did not specifically name the accrediting body. Federal and state government agencies do not accredit educational institutions.
- A representative of a college in California owned by a private corporation told an undercover applicant that this college was the only one to receive its accrediting organization's "School of Excellence" award. The accrediting organization's Web site listed 35 colleges as having received that award.

Graduation Rate, Employment and Expected Salaries

Representatives from 13 colleges gave our applicants deceptive or otherwise questionable information about graduation rates, guaranteed applicants jobs upon graduation, or exaggerated likely earnings. Federal statutes and regulations require that colleges disclose the graduation rate to applicants upon request, although this requirement can be satisfied by posting the information on their Web site. Thirteen colleges did not

provide applicants with accurate or complete information about graduation rates. Of these thirteen, four provided graduation rate information in some form on their Web site, although it required a considerable amount of searching to locate the information. Nine schools did not provide graduation rates either during our in person visit or on their Web sites. For example, when asked for the graduation rate, a representative at a college in Arizona owned by a publicly traded company said that last year 90 students graduated, but did not disclose the actual graduation rate. When our undercover applicant asked about graduation rates at a college in Pennsylvania owned by a publicly traded company, he was told that if all work was completed, then the applicant should successfully complete the program—again the representative failed to disclose the college's graduation rate when asked. However, because graduation rate information was available at both these colleges' Web sites, the colleges were in compliance with Education regulations.

In addition, according to federal regulations, a college may not misrepresent the employability of its graduates, including the college's ability to secure its graduates employment. However, representatives at two colleges told our undercover applicants that they were guaranteed or virtually guaranteed employment upon completion of the program. At five colleges, our undercover applicants were given potentially deceptive information about prospective salaries. Examples of deceptive or otherwise questionable information told to our undercover applicants included:

- A college owned by a publicly traded company told our applicant that, after completing an associate's degree in criminal justice, he could try to go work for the Federal Bureau of Investigation or the Central Intelligence Agency. While other careers within those agencies may be possible, positions as a FBI Special Agent or CIA Clandestine Officer, require a bachelor's degree at a minimum.
- A small beauty college told our applicant that barbers can earn \$150,000 to \$250,000 a year. While this may be true in exceptional circumstances, the Bureau of Labor Statistics (BLS) reports that 90 percent of barbers make less than \$43,000 a year.
- A college owned by a publicly traded company told our applicant that instead of obtaining a criminal justice associate's degree, she should consider a medical assisting certificate and that after only 9 months of college, she could earn up to \$68,000 a year. A salary this high would be

extremely unusual; 90 percent of all people working in this field make less than \$40,000 a year, according to the BLS.

Program Duration and Cost

Representatives from nine colleges gave our undercover applicants deceptive or otherwise questionable information about the duration or cost of their colleges' programs. According to federal regulations, a college may not substantially misrepresent the total cost of an academic program. Representatives at these colleges used two different methods to calculate program duration and cost of attendance. Colleges described the duration of the program as if students would attend classes for 12 months per year, but reported the annual cost of attendance for only 9 months of classes per year. This disguises the program's total cost. Examples include:

- A representative at one college said it would take 3.5–4 years to obtain a bachelor's degree by taking classes year round, but quoted the applicant an annual cost for attending classes for 9 months of the year. She did not explain that attending classes for only 9 months out of the year would require an additional year to complete the program. If the applicant did complete the degree in 4 years, the annual cost would be higher than quoted to reflect the extra class time required per year.
- At another college, the representative quoted our undercover applicant an annual cost of around \$12,000 per year and said it would take 2 years to graduate without breaks, but when asked about the total cost, the representative told our undercover applicant it would cost \$30,000 to complete the program—equivalent to more than two and a half years of the previously quoted amount. If the undercover applicant had not inquired about the total cost of the program, she would have been led to believe that the total cost to obtain the associate's degree would have been \$24,000.

Financial Aid

Eleven colleges denied undercover applicants access to their financial aid eligibility or provided questionable financial advice. According to federal statutes and regulations, colleges must make information on financial assistance programs available to all current and prospective students.

- Six colleges in four states told our undercover applicants that they could not speak with financial aid representatives or find out what grants and loans they were eligible to receive until they completed the college's enrollment forms agreeing to become a student and paid a small application fee to enroll.

- A representative at one college in Florida owned by a publicly traded company advised our undercover applicant not to concern himself with loan repayment because his future salary—he was assured—would be sufficient to repay loans.
- A representative at one college in Florida owned by a private company told our undercover applicant that student loans were not like car loans because “no one will come after you if you don’t pay.” In reality, students who cannot pay their loans face fees, may damage their credit, have difficulty taking out future loans, and in most cases, bankruptcy law prohibits a student borrower from discharging a student loan.
- A representative at a college owned by a publicly traded corporation told our undercover applicant that she could take out the maximum amount of federal loans, even if she did not need all the money. She told the applicant she could put the extra money in a high-interest savings account. While subsidized loans do not accrue interest while a student is in college, unsubsidized loans do accrue interest. The representative did not disclose this distinction to the applicant when explaining that she could put the money in a savings account.

Other Sales and Marketing Tactics

Six colleges engaged in other questionable sales and marketing tactics such as employing hard-sell sales and marketing techniques and requiring enrolled students to pay monthly installments to the college during their education.

- At one Florida college owned by a publicly traded company, a representative told our undercover applicant she needed to answer 18 questions correctly on a 50 question test to be accepted to the college. The test proctor sat with her in the room and coached her during the test.
- At two other colleges, our undercover applicants were allowed 20 minutes to complete a 12-minute test or took the test twice to get a higher score.
- At the same Florida college, multiple representatives used high pressure marketing techniques, becoming argumentative, and scolding our undercover applicants for refusing to enroll before speaking with financial aid.
- A representative at this Florida college encouraged our undercover applicant to sign an enrollment agreement while assuring her that the contract was not legally binding.

- A representative at another college in Florida owned by a publicly traded company said that he personally had taken out over \$85,000 in loans to pay for his degree, but he told our undercover applicant that he probably would not pay it back because he had a “tomorrow’s never promised” philosophy.
- Three colleges required undercover applicants to make \$20–\$150 monthly payments once enrolled, despite the fact that students are typically not required to repay loans until after the student finishes or drops out of the program. These colleges gave different reasons for why students were required to make these payments and were sometimes unclear exactly what these payments were for. At one college, the applicant would have been eligible for enough grants and loans to cover the annual cost of tuition, but was told that she needed to make progress payments toward the cost of the degree separate from the money she would receive from loans and grants. A representative from this college told the undercover applicant that the federal government’s “90/10 Rule” required the applicant to make these payments. However, the “90/10 Rule” does not place any requirements on students, only on the college.
- At two colleges, our undercover applicants were told that if they recruited other students, they could earn rewards, such as an MP3 player or a gift card to a local store.¹⁰

Accurate and Helpful Information Provided

In some instances our undercover applicants were provided accurate or helpful information by campus admissions and financial aid representatives. In line with federal regulations, undercover applicants at several colleges were provided accurate information about the transferability of credits to other postsecondary institutions, for example:

¹⁰Depending on the value of the gift, such a transaction may be allowed under current law. Federal statute requires that a college’s program participation agreement with Education include a provision that the college will not provide any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid to any persons or entities engaged in any student recruiting or admission activities. However, Education’s regulations have identified 12 types of payment and compensation plans that do not violate this statutory prohibition, referred to as “safe harbors”. Under one of these exceptions, schools are allowed to provide “token gifts” valued under \$100 to a student provided the gift is not in the form of money and no more than one gift is provided annually to an individual. However, on June 18, 2010 the Department of Education issued a notice of proposed rulemaking that would, among other things, eliminate these 12 safe harbors and restore the full prohibition.

- A representative at a college owned by a publicly traded company in Pennsylvania told our applicant that with regard to the transfer of credits, “different schools treat it differently; you have to roll the dice and hope it transfers.”
- A representative at a privately owned for-profit college in Washington, D.C. told our undercover applicant that the transfer of credits depends on the college the applicant wanted to transfer to.

Some financial aid counselors cautioned undercover applicants not to take out more loans than necessary or provided accurate information about what the applicant was required to report on his FAFSA, for example:

- One financial aid counselor at a privately owned college in Washington D.C. told an applicant that because the money had to be paid back, the applicant should be cautious about taking out more debt than necessary.
- A financial aid counselor at a college in Arizona owned by a publicly traded company had the undercover applicant call the FAFSA help line to have him ask whether he was required to report his \$250,000 inheritance. When the FAFSA help line representative told the undercover applicant that it had to be reported, the college financial aid representative did not encourage the applicant not to report the money.

In addition, some admissions or career placement staff gave undercover applicants reasonable information about prospective salaries and potential for employment, for example:

- Several undercover applicants were provided salary information obtained from the BLS or were encouraged to research salaries in their prospective fields using the BLS Web site.
- A career services representative at a privately owned for-profit college in Pennsylvania told an applicant that as an entry level graphic designer, he could expect to earn \$10–\$15 per hour. According to the BLS only 25 percent of graphic designers earn less than \$15 per hour in Pennsylvania.

Web Site Inquiries Result in Hundreds of Calls

Some Web sites that claim to match students with colleges are in reality lead generators used by many for-profit colleges to market to prospective students. Though such Web sites may be useful for students searching for schools in some cases, our undercover tests involving four fictitious

prospective students led to a flood of calls—about five a day. Four of our prospective students filled out forms on two Web sites, which ask questions about students' interests, match them to for-profit colleges with relevant programs, and provide the students' information to the appropriate college or the college's outsourced calling center for follow-up about enrollment. Two fictitious prospective students expressed interest in a culinary arts certificate, one on Web site A and one on Web site B. Two other prospective students expressed interest in a bachelor's in business administration degree, one on each Web site.

Within minutes of filling out forms, three prospective students received numerous phone calls from colleges. One fictitious prospective student received a phone call about enrollment within 5 minutes of registering and another 5 phone calls within the hour. Another prospective student received 2 phone calls separated only by seconds within the first 5 minutes of registering and another 3 phone calls within the hour. Within a month of using the Web sites, one student interested in business management received 182 phone calls and another student also interested in business management received 179 phone calls. The two students interested in culinary arts programs received fewer calls—one student received only a handful, while the other received 72. In total, the four students received 436 phone calls in the first 30 days after using the Web sites. Of these, only six calls—all from the same college—came from a public college.¹¹ The table below provides information about the calls these students received within the first 30 days of registering at the Web site.

¹¹Of the 436 calls, not all resulted in a voice message in which a representative identified the school he or she was calling from. For those callers who did not leave a message, GAO attempted to trace the destination of the caller. In some cases GAO was not able to identify who placed the call to the student.

Table 2: Telephone Calls Received as a Result of Web site Inquiries

Student	Student's Location	Web Site Student Used	Degree	Number of Calls Received Within 24 Hours of Registering	Most Calls Received in One Day ^a	Total Number of Calls Received in a Month
1	GA	A	Business Administration	21	19	179
2	CA	B	Business Administration	24	18	182
3	MD	A	Culinary Arts	5	8	72
4	NV	B	Culinary Arts	2	1	3

Source: GAO

^aThis number is based on the number of calls received within the first month of registering but does not include the first 24 hours.

Tuition at For-Profit Colleges Is Sometimes Higher Than Tuition at Nearby Public and Private Nonprofit Colleges

During the course of our undercover applications, some college representatives told our applicants that their programs were a good value. For example, a representative of a privately owned for-profit college in California told our undercover applicant that the \$14,495 cost of tuition for a computer-aided drafting certificate was “really low.” A representative at a for-profit college in Florida owned by a publicly traded company told our undercover applicant that the cost of their associate’s degree in criminal justice was definitely “worth the investment”. However, based on information we obtained from for-profit colleges we tested, and public and private nonprofit colleges in the same geographic region, we found that most certificate or associate’s degree programs at the for-profit colleges we tested cost more than similar degrees at public or private nonprofit colleges. We found that bachelor’s degrees obtained at the for-profit colleges we tested frequently cost more than similar degrees at public colleges in the area; however, bachelor’s degrees obtained at private nonprofit colleges nearby are often more expensive than at the for-profit colleges.

We compared the cost of tuition at the 15 for-profit colleges we visited, with public and private non-profit colleges located in the same geographic area as the for-profit college. We found that tuition in 14 out of 15 cases, regardless of degree, was more expensive at the for-profit college than at the closest public colleges. For 6 of the 15 for-profit colleges tested, we could not find a private nonprofit college located within 250 miles that offered a similar degree. For 1 of the 15, representatives from the private nonprofit college were unwilling to disclose their tuition rates when we inquired. At eight of the private nonprofit colleges for which we were able to obtain tuition information on a comparable degree, four of the for-profit colleges were more expensive than the private nonprofit college. In the

other four cases, the private nonprofit college was more expensive than the for-profit college.

We found that tuition for certificates at for-profit colleges were often significantly more expensive than at a nearby public college. For example, our undercover applicant would have paid \$13,945 for a certificate in computer aided drafting program—a certification for a 7-month program obtained by those interested in computer-aided drafting, architecture, and engineering—at the for-profit college we visited. To obtain a certificate in computed-aided drafting at a nearby public college would have cost a student \$520. However, for two of the five colleges we visited with certificate programs, we could not locate a private nonprofit college within a 250 mile radius and another one of them would not disclose its tuition rate to us. We were able to determine that in Illinois, a student would spend \$11,995 on a medical assisting certificate at a for-profit college, \$9,307 on the same certificate at the closest private nonprofit college, and \$3,990 at the closest public college. We were also able to determine that in Pennsylvania, a student would spend \$21,250 on a certificate in Web page design at a for-profit college, \$4,750 on the same certificate at the closest private nonprofit college, and \$2,037 at the closest public college.

We also found that for the five associate's degrees we were interested in, tuition at a for-profit college was significantly more than tuition at the closest public college. On average, for the five colleges we visited, it cost between 6 and 13 times more to attend the for-profit college to obtain an associate's degree than a public college. For example, in Texas, our undercover applicant was interested in an associate's degree in respiratory therapy which would have cost \$38,995 in tuition at the for-profit college and \$2,952 at the closest public college. For three of the associate's degrees we were interested in, there was not a private nonprofit college located within 250 miles of the for-profit we visited. We found that in Florida the associate's degree in Criminal Justice that would have cost a student \$4,448 at a public college, would have cost the student \$26,936 at a for-profit college or \$27,600 at a private nonprofit college—roughly the same amount. In Texas, the associate's degree in Business Administration would have cost a student \$2,870 at a public college, \$32,665 at the for-profit college we visited, and \$28,830 at the closest private nonprofit college.

We found that with respect to the bachelor's degrees we were interested in, four out of five times, the degree was more expensive to obtain at the for-profit college than the public college. For example in Washington, D.C.,

the bachelor's degree in Management Information Systems would have cost \$53,400 at the for-profit college, and \$51,544 at the closest public college. The same bachelor's degree would have cost \$144,720 at the closest private nonprofit college. For one bachelor's degree, there was no private nonprofit college offering the degree within a 250 mile radius. Three of the four private nonprofit colleges were more expensive than their for-profit counterparts.

Table 3: Program Total Tuition Rates

Degree	Location	For-Profit College Tuition	Public College Tuition	Private Nonprofit College Tuition
Certificate – Computer-aided drafting	CA	\$13,945	\$520	College would not disclose
Certificate – Massage Therapy	CA	\$14,487	\$520	No college within 250 miles
Certificate – Cosmetology	DC	\$11,500	\$9,375	No college within 250 miles
Certificate – Medical Assistant	IL	\$11,995	\$3,990	\$9,307
Certificate – Web Page Design	PA	\$21,250	\$2,037	\$4,750
Associate's – Paralegal	AZ	\$30,048	\$4,544	No college within 250 miles
Associate's – Radiation Therapy	FL	\$38,690	\$5,621	No college within 250 miles
Associate's – Criminal Justice	FL	\$26,936	\$4,448	\$27,600
Associate's – Business Administration	TX	\$32,665	\$2,870	\$28,830
Associate's – Respiratory Therapist	TX	\$38,995	\$2,952	No college within 250 miles
Bachelor's – Management Information Systems	DC	\$53,400	\$51,544	\$144,720
Bachelor's – Elementary Education	AZ	\$46,200	\$31,176	\$28,160
Bachelor's – Psychology	IL	\$61,200	\$36,536	\$66,960
Bachelor's – Business Administration	PA	\$49,200	\$49,292	\$124,696
Bachelor's – Construction Management	TX	\$65,338	\$25,288	No college within 250 miles

Source: Information obtained from for-profit colleges admissions employees and nonprofit college web sites or employees.

Note: These costs do not include books or supplies, unless the college gave the undercover applicant a flat rate to attend the for-profit college, which was inclusive of books, in which case we were not able to separate the cost of books and supplies.

Mr. Chairman, this concludes my statement. I would be pleased to answer any questions that you or other members of the committee may have at this time.

Contacts and Acknowledgments

For additional information about this testimony, please contact Gregory D. Kutz at (202) 512-6722 or kutzg@gao.gov. Contact points for our Offices of Congressional Relations and Public Affairs may be found on the last page of this statement.

Appendix I: Detailed Results of Undercover Tests

The following table provides details on each of the 15 for-profit colleges visited by undercover applicants. We visited each school twice, posing once as an applicant who was eligible to receive both grants and loans (Scenario 1), and once as an applicant with a salary and savings that would qualify the undercover applicant only for unsubsidized loans (Scenario 2).

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
1 AZ - 4-year, owned by publicly traded company Bachelor's – Education	27%	39%	15%	<u>Scenario 1</u> <ul style="list-style-type: none"> • Admissions representative compares the college to the University of Arizona and Arizona State University. • Admissions representative did not disclose the graduation rate after being directly asked. He provided information on how many students graduated. This information was available on the college's Web site; however, it required significant effort to find the college's graduation rate, and the college did not provide separate graduation rates for its multiple campuses nationwide. • Admissions representative says that he does not know the job placement rate because a lot of students moved out of the area. • Admissions representative encourages undercover applicant to continue on with a master's degree after finishing with the bachelor's. He stated that some countries pay teachers more than they do doctors and lawyers. <u>Scenario 2</u> <ul style="list-style-type: none"> • Admissions representative said the bachelor's degree would take a maximum of 4 years to complete, but she provided a 1-year cost estimate equal to 1/5 of the required credit hours. • According to the admissions representative the undercover applicant was qualified for \$9,500 in student loans, and the representative indicated that the applicant could take out the full amount even though the applicant indicated that he had \$250,000 in savings. • Admissions representative told the undercover applicant that the graduation rate is 20 percent. Education reports that it is 15 percent.

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
<p>2</p> <p>AZ - 4-year, owned by publicly traded company</p> <p>Associate's Degree – Paralegal</p>	57%	83%	Not reported	<p><u>Scenario 2</u></p> <ul style="list-style-type: none"> Upon request by applicant, the financial aid representative estimated federal aid eligibility without the undercover applicant's reported \$250,000 in savings to see if applicant qualified for more financial aid. The representative informed the applicant he was ineligible for any grants. Admissions representative misrepresented the length of the program by telling the undercover applicant that the 96 credit hour program would take 2 years to complete. However, she only provided the applicant a first year cost estimate for 36 credit hours. At this rate it would take more than 2.5 years to complete.
<p>3</p> <p>CA – less than 2-year, privately owned</p> <p>Certificate – Computer Aided Drafting</p>	94%	96%	84%	<p><u>Scenario 1</u></p> <ul style="list-style-type: none"> College representative told the undercover applicant that if she failed to pass the college's required assessment test, she can continue to take different tests until she passes. The college representative did not tell the graduation rate when asked directly. The representative replied, "I think, pretty much, if you try and show up and, you know, you do the work, you're going to graduate. You're going to pass guaranteed." The college's Web site also did not provide the graduation rate. Undercover applicant was required to take a 12-minute admittance test but was given over 20 minutes because the test proctor was not monitoring the student. <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> Undercover applicant was encouraged by a financial aid representative to change the FAFSA to falsely increase the number of dependents in the household in order to qualify for a Pell Grant. The financial aid representative was aware of the undercover applicant's inheritance and, addressing the applicant's expressed interest in loans, confirmed that he could take out the maximum in student loans. The career representative told the undercover applicant that getting a job is a "piece of cake" and then told the applicant that she has graduates making \$120,000 - \$130,000 a year. This is likely the exception; according to the BLS 90 percent of architectural and civil drafters make less than \$70,000 per year. She also stated that in the current economic environment, the applicant could expect a job with a likely starting salary of \$13-\$14 per hour or \$15 if the applicant was lucky.

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
<p>4</p> <p>CA - 2-year, owned by publicly traded company</p> <p>Certificate – Massage Therapy</p>	73%	83%	66%	<p><u>Scenario 1</u></p> <ul style="list-style-type: none"> The financial aid representative would not discuss the undercover applicant's eligibility for grants and loans and required the applicant to return on another day. <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> While one school representative indicated to the undercover applicant that he could earn up to \$30 an hour as a massage therapist, another representative told the applicant that the school's massage instructors and directors can earn \$150-\$200 an hour. While this may be possible, according to the BLS, 90 percent of all massage therapists in California make less than \$34 per hour.
<p>5</p> <p>DC - 4-year, privately owned</p> <p>Bachelor's Degree – Business Information Systems</p>	34%	66%	71%	<p><u>Scenario 1</u></p> <ul style="list-style-type: none"> Admissions representative explains to the undercover applicant that although community college might be a less expensive place to get a degree, community colleges make students spend money on classes that they do not need for their career. However, this school also requires students to take at least 36 credit hours of non-business general education courses. Admissions representative did not disclose the graduation rate after being directly asked. He told the undercover applicant that it is a "good" graduation rate. The college's Web site also did not provide the graduation rate. Admissions representative encouraged the undercover applicant to enroll by asking her to envision graduation day. He stated, "Let me ask you this, if you could walk across the stage in a black cap and gown. And walk with the rest of the graduating class and take a degree from the president's hand, how would that make you feel?" <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> Admissions representative said the bachelor's degree would take 3.5 to 4 years to complete. He gave the applicant the cost per 12 hour semester, the amount per credit, the total number of credits required for graduation, and the number of credits for the first year. When asked if the figure he gave multiplied by four would be the cost of the program, the representative said yes, although the actual tuition would have amounted to some \$12,000 more. Admissions representative required the undercover applicant to apply to the college before he could talk to someone in financial aid. Admissions representative told the undercover applicant that almost all of the graduates get jobs. Flyer provided to undercover applicant stated that the average income for business management professionals in 2004 was \$77,000-\$118,000. When asked more directly about likely starting salaries, the admissions representative said that it was between \$40,000 and \$50,000.

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
6 DC – less than 2-year, Privately owned Certificate – Cosmetology, Barber	74%	74%	Not reported	<u>Scenario 1</u> <ul style="list-style-type: none"> • Admissions representative told the undercover applicant that the college was accredited by “an agency affiliated with the government,” but did not specifically name the accrediting body. • Admissions representative suggested to the undercover applicant that all graduates get jobs. Specifically he told the applicant that if he had not found a job by the time he graduated from the school, the owner of the school would personally find the applicant a job himself. <u>Scenario 2</u> <ul style="list-style-type: none"> • Admissions representative told our undercover applicant that barbers can earn \$150,000 to \$250,000 a year, though that would be extremely unusual. The BLS reports that 90 percent of barbers make less than \$43,000 a year. In Washington, D.C., 90 percent of barbers make less than \$17,000 per year. He said, “The money you can make, the potential is astronomical.”

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
7 FL - 2-year, privately owned Associate's Degree – Radiologic Therapy	86%	92%	78%	<p><u>Scenario 1</u></p> <ul style="list-style-type: none"> When asked by the undercover applicant for the graduation rate for two programs, the admissions representative did not answer directly. For example the representative stated that “I’ve seen it’s an 80 to 90% graduation rate” for one of the programs but said for that information “I would have to talk to career services.” She also said 16 or 17 students graduated from one of the programs, but couldn’t say how many students had started the program. The college’s Web site also did not provide the graduation rate. Admissions representative told our prospective undercover applicant that student loans were not like car loans because student loans could be deferred in cases of economic hardship, saying “It’s not like a car note where if you don’t pay they’re going to come after you. If you’re in hardship and you’re unable to find a job, you can defer it.” The representative did not explain the circumstances under which students might qualify for deferment. Borrowers who do not qualify for deferment or forbearance and who cannot pay their loans face fees, may damage their credit or have difficulty taking out future loans. Moreover, in most cases, bankruptcy law prohibits a student borrower from discharging a student loan. <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> Admissions representative suggested to the undercover applicant that he not report \$250,000 in savings reported on the FAFSA. The representative told the applicant to come back once the fraudulent financial information changes had been processed. This change would not have made the undercover applicant eligible for grants because his income would have been too high, but it would have made him eligible for loans subsidized by the government.

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
8 FL - 2-year, owned by publicly traded company Associate's Degree – Criminal Justice	Not Reported	Not Reported	Not Reported	<p data-bbox="760 543 873 569"><u>Scenario 1</u></p> <ul data-bbox="760 579 1511 1119" style="list-style-type: none"> <li data-bbox="760 579 1463 653">• Admissions representative falsely stated that the college was accredited by the same agency that accredits Harvard and the University of Florida. <li data-bbox="760 663 1446 716">• A test proctor sat in the test taking room with the undercover applicant and coached her during the test. <li data-bbox="760 726 1495 779">• The undercover applicant was not allowed to speak to a financial aid representative until she enrolled in the college. <li data-bbox="760 789 1471 842">• Applicant had to sign agreement saying she would pay \$50 per month toward her education while enrolled in college. <li data-bbox="760 852 1495 978">• On paying back loans, the representative said, "You gotta look at it...I owe \$85,000 to the University of Florida. Will I pay it back? Probably not...I look at life as tomorrow's never promised....Education is an investment, you're going to get paid back ten-fold, no matter what." <li data-bbox="760 989 1511 1119">• Admissions representative suggested undercover applicant switch from criminal justice to the medical assistant certificate, where she could make up to \$68,000 per year. While this may be possible, BLS reports 90% of medical assistants make less than \$40,000 per year. <p data-bbox="760 1167 873 1192"><u>Scenario 2</u></p> <ul data-bbox="760 1203 1511 1652" style="list-style-type: none"> <li data-bbox="760 1203 1495 1276">• When the applicant asked about financial aid, the 2 representatives would not answer but debated with him about his commitment level for the next 30 minutes. <li data-bbox="760 1287 1511 1476">• The representative said that student loans would absolutely cover all costs in this 2-year program. The representative did not specify that federal student loans by themselves would not cover the entire cost of the program. While there are private loan programs available, they are normally based on an applicant passing a credit check, and typically carry higher interest rates than federal student loans. <li data-bbox="760 1486 1495 1560">• The representative said paying back loans should not be a concern because once he had his new job, repayment would not be an issue. <li data-bbox="760 1570 1471 1652">• The representatives used hard-sell marketing techniques; they became argumentative, called applicant afraid, and scolded applicant for not wanting to take out loans.

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
9 IL - 2-year, privately owned Certificate – Medical Assistant	83%	80%	70%	<u>Scenario 2</u> <ul style="list-style-type: none"> Admissions representative initially provided misleading information to the undercover applicant about the transferability of the credit. First she told the applicant that the credits will transfer. Later, she correctly told the applicant that it depends on the college and what classes have been taken.
10 IL - 4-year, owned by publicly traded company Bachelor's Degree - Psychology	Not reported	Not reported	Not reported	<u>Scenario 1</u> <ul style="list-style-type: none"> Admissions representative said the bachelor's degree would take 3.5-4 years to complete, but only provided an annual cost estimate for 1/5 of the program. <u>Scenario 2</u> <ul style="list-style-type: none"> Admissions representative did not provide the graduation rate when directly asked. Instead she indicated that not everyone graduates.
11 PA - 4-year, owned by publicly traded company Bachelor's Degree – Business Administration	47%	58%	9%	<u>Scenario 1</u> <ul style="list-style-type: none"> Admissions representative told the undercover applicant that she could take out the maximum amount of federal loans, even if she did not need all the money. She told the applicant she could put the extra money in a high-interest savings account. While subsidized loans do not accrue interest while a student is in college, unsubsidized loans do accrue interest. The representative did not disclose this distinction to the applicant when explaining that she could put the money in a savings account. <u>Scenario 2</u> <ul style="list-style-type: none"> Admissions representative told the undercover applicant that the college is regionally accredited but does not state the name of the accrediting agency. The college's Web site did provide specific information about the college's accreditation, however. Admissions representative said financial aid may be able to use what they call "professional judgment" to determine that the undercover applicant does not need to report over \$250,000 in savings on the FAFSA. Admissions representative did not disclose the graduation rate after being directly asked. He instead explained that all students that do the work graduate. This information was available on the college's Web site; however, it required significant effort to find the college's graduation rate, and the college did not provide separate graduation rates for its multiple campuses nationwide.

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
12 PA – less than 2-year, privately owned Certificate – Web Page Design	52%	69%	56%	<u>Scenario 1</u> <ul style="list-style-type: none"> • Admissions representative told the undercover applicant that she has never seen a student decline to attend after speaking with financial aid. The admissions representative would not allow the applicant to speak with financial aid until she enroll in the college. • If the undercover applicant was able to get a friend to enroll in the college she could get an MP3 player and a rolling backpack. As noted in the testimony, although this is not illegal, it is a marketing tactic. <u>Scenario 2</u> <ul style="list-style-type: none"> • Financial aid representative told the undercover applicant that he should have answered “zero” when asked about money he had in savings—the applicant had reported a \$250,000 inheritance. • The financial aid representative told the undercover applicant that she would change his FAFSA form by reducing the reported assets to zero. She later confirmed by e-mail and voicemail that she had made the change. • This change would not have made the undercover applicant eligible for grants, but it would have made him eligible for loans subsidized by the government.
13 TX - 4-year, privately owned Bachelor’s Degree – Construction Management; Visual Communications	81%	99%	54%	<u>Scenario 1</u> <ul style="list-style-type: none"> • Admissions representative said the program would cost between \$50,000 and \$75,000 instead of providing a specific number. It was not until the admissions representative later brought the student to financial aid that specific costs of attendance were provided. <u>Scenario 2</u> <ul style="list-style-type: none"> • Admissions representative did not disclose the graduation rate after being directly asked. The college’s Web site also did not provide the graduation rate. • Admissions representative encouraged undercover applicant to change the FAFSA to falsely add dependents in order to qualify for grants. • This undercover applicant indicated to the financial aid representative that he had \$250,000 in the bank, and was therefore capable of paying the program’s \$68,000 cost. The fraud would have made the applicant eligible for \$2,000 in grants per year.

College information and degree sought	Students receiving Pell Grants ^a	Students receiving federal loans ^a	Graduation rate ^a	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
14 TX - 2-year, owned by publicly traded company Associate's Degree – Business Administration	89%	92%	34%	<u>Scenario 1</u> <ul style="list-style-type: none"> • Admissions representative said the program takes 18 to 24 months to complete, but provided a cost estimate that suggests the program takes more than 2.5 years to complete. • The college's Web site did not provide the graduation rate. <u>Scenario 2</u> <ul style="list-style-type: none"> • Undercover applicant would be required to make a monthly payment to the college towards student loans while enrolled. • Admissions representative guaranteed the undercover applicant that getting a degree would increase his salary.
15 TX - 2-year, privately owned Associate's Degree – Respiratory Therapy	100%	100%	70%	<u>Scenario 1</u> <ul style="list-style-type: none"> • The undercover applicant was not allowed to speak to a financial aid representative until he enrolled in the college. <u>Scenario 2</u> <ul style="list-style-type: none"> • Admissions representative misrepresented the length of time it would take to complete the degree. He said the degree would take 2 years to complete but provided a cost worksheet that spanned 3 years. • The undercover applicant was told he was not allowed to speak to a financial aid representative until he enrolled in the college. After refusing to sign an enrollment agreement the applicant was allowed to speak to someone in financial aid. • Admissions representative told undercover applicant that monthly loan repayment would be lower than it actually would.

Source: GAO undercover visits and Department of Education.

^aThis information was obtained from the Department of Education National Center for Education Statistics.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-A-3

Date: May 17, 2011

Subject: Attendance at ACCT 2011 New Trustees Governance Institute – August 3-5, 2011

Background: The subject conference is taking place in Washington, DC, August 3-5, 2011. The conference fee is \$600 and the total estimated conference expenses are \$2,685 per person, which includes mileage, air fare, hotel, meals, conference fee, parking and transportation while in DC).

Information Only

Gregory W. Gray
Chancellor

Prepared by: Heidi Wills
Executive Administrative Assistant
Chancellor's/Board of Trustees Office

2011 NEW TRUSTEES INSTITUTE



New Trustee Governance Leadership Institute

August 3-5, 2011

National Center for Higher Education @ One Dupont Circle
Washington, DC

[Click here to register now.](#)

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[Click here to view the draft agenda.](#)

The Institute is designed to accelerate the contribution of new trustees by focusing on the fundamentals of governance, pertinent community college issues, and understanding the leadership and fiduciary responsibility of the board. The Institute is tailored for new trustees, as a refresher for trustees who want to review the principles of effective board leadership, and the president. It will strengthen the relationship between the new trustee and the president, and offers an opportunity to network with other trustees.

Who Should Attend?

This Institute is a must-attend for trustees who have served five or fewer years on their current board. College presidents are strongly encouraged to accompany new trustees.

COST

The cost to attend ACCT Governance Leadership Institutes is \$600 for ACCT members and \$800 for non-members.

GOVERNANCE LEADERSHIP INSTITUTE

- [What Past Participants Say](#)
- [About the Diversity Institute](#)
- [Diversity Book List](#)
- [ACCT Governance Leadership Institute for Trustees and CEOs](#)
- [New Trustees Agenda](#)
- [2011 New Trustees Institute](#)
- [Governance Leadership Institute for Trustees and CEOs 2011](#)
- [Governance Leadership Institute New Trustee One-Day Academy](#)
- [2011 Governance Leadership Institute on Diversity](#)



**National Center on Higher Education
Washington, DC
August 3 – 5, 2011**

Wednesday, August 3, 2011

- 2 p.m. Registration Opens**
Hotel Palomar
- 3 p.m. – 5:30 p.m. Orientation and Introductions – Initiation for the “New Kids on the Block”**
Hotel Palomar
- 5:30 p.m. to 7:30 p.m. Welcome Reception – Meet and Greet**
Hotel Palomar

Thursday, August 4th, 2011

- 7:30 a.m. – 8:30 a.m. Registration, Breakfast and Networking**
National Council for Education
One Dupont Circle
- 8:30 a.m. – 9:45 a.m. Boardmanship 101- Focus on the Fundamentals of being an Effective Trustee**
- The History of Community College Governance
 - The Role of the Trustee
 - The Role of the Board
 - Governance
 - Statutory responsibilities
 - Fiduciary responsibility
 - Coordinating responsibility
 - Glossary of Terms
 - Q & A
- 9:45 a.m. – 10 a.m. Break**

10 a.m. – 12 p.m.	Gaining Acceptance and Becoming an Effective Voice <ul style="list-style-type: none">• The Rookie Trustee Syndrome• Responsibilities of a Public Official• Operating Procedures<ul style="list-style-type: none">○ By-Laws○ The Role of the Chair○ Committee Structure○ Policy Governance• Relationship with College Staff• Q & A
12 p.m. -1 p.m.	Working Lunch and T-Shirt Exchange
1 p.m. – 2 p.m.	<u>What New Trustees Need to Know About Accreditation</u>
2:15 p.m. – 3:15 p.m.	<u>The Board-CEO Relationship</u>
3:15 p.m. – 3:30 p.m.	Break
3:30 p.m. – 4:30 p.m.	<u>Understanding the Budget, Financial Documents and Capital Projects</u>
4:30 p.m. – 5 p.m.	Robert’s Rules of Order and Operational Procedures
5 p.m. – 5:30 p.m.	Review of Lessons Learned
5:30 p.m.	Free Night – Explore DC

Friday, August 5th, 2011

8 a.m. – 8:30 a.m.	Breakfast
8:30 a.m. – 9:30 a.m.	National Priority: Student Success and Completion
9:45 a.m. – 10:45 a.m.	<u>What Trustees Need to Know About Advocacy</u>
10:45 a.m. – 11 a.m.	Break
11 a.m. – 12 p.m.	<u>Public Speaking and Handling with the Media</u>
12 p.m. – 1 p.m.	Lunch and “Show and Tell” Exchange of Best Practices
1 p.m. – 1:45 p.m.	<u>Guidance and Tips for Working with Board Support Staff</u>

2 p.m. – 4 p.m.

Planning, Strategies and Conclusion

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No. III-B-1

Date: May 17, 2011

Subject: Agreement with Riverside Unified School District

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Riverside Unified School District (RUSD) to provide subcontract services under the Gates Foundation's CLIP Grant. Services will be provided to assist in the development and implementation of a strategic communication plan, to share and report student success data, to align and improve the pathway to postsecondary success, and to assist in building the partnership into a sustainable initiative. The amount funded will be \$105,000.00. The term of the agreement is from January 1, 2011 through June 30, 2013. Funding source: The Bill and Melinda Gates Foundation

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Riverside Unified School District, for the term of January 1, 2011 through June 30, 2013, at an amount not to exceed \$105,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Cynthia Azari
President, Riverside City College

Shelagh Camak
Executive Dean, Workforce & Resource Development

Michael Wright
Director, Workforce Preparation Grants and Contracts

SUBCONTRACT AGREEMENT

This Agreement made and entered into by and between RIVERSIDE UNIFIED SCHOOL DISTRICT, herein referred to as RUSD and RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF OF RIVERSIDE CITY COLLEGE, herein referred to as THE COLLEGE. The funding for this Agreement is derived from The Gates Foundation Community Learning in Partnership (CLIP) Grant.

WHEREAS, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required; and

WHEREAS, RUSD has the expertise, and experience to perform the duties set out herein.

Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: RUSD shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.
2. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of THE COLLEGE is limited by and contingent upon the availability of funds for RUSD'S expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify RUSD in writing, and reimburse RUSD for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 6 and have no further force. The agreement may be amended each year the grant is in effect.

2.1 This Agreement shall be effective as of January 1, 2011 and continue in effect through June 30, 2013.

3. INDEPENDENT PARTIES: For purpose of this AGREEMENT, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. The COLLEGE and RUSD are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
4. INDEMNIFICATION:
 - (a) The COLLEGE shall indemnify, defend and hold harmless the Trustees of the Riverside Unified School District, their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the COLLEGE'S performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of RUSD.

- (b) RUSD shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees from and against all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with RUSD's performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of The COLLEGE.
5. **INSURANCE:** RUSD shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.
 6. **TERMINATION:** Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, RUSD will be reimbursed for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph (4). Upon termination by either party, all costs and non-cancelable commitments incurred thereafter will be the responsibility of RUSD.
 7. **CONFLICT OF INTEREST:** RUSD shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. However, nothing in this AGREEMENT shall be construed to limit the freedom of RUSD, or of its researchers who are participants under this AGREEMENT, to engage in similar research under other grants, contracts, or agreements with parties other than the COLLEGE.
 8. **ASSIGNMENT:** This Agreement shall not be assigned by RUSD either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this Agreement by RUSD without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.
 9. **NONDISCRIMINATION:** RUSD agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Title IX of the Education Amendments of 1972 (20 USC, Sections 1681, et seq.), the Rehabilitation Act of 1973 (29 USC, Section 794), the Age Discrimination Act of 1975 (42 USC Sections 6101, et. Seq.), and all regulations and policies issued pursuant to these statutes. To that end, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.
 10. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
 11. **PROPRIETARY INFORMATION:** Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this

AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:

- (a) information which is or becomes publicly known through no fault of RECIPIENT;
- (b) information learned from a third party entitled to disclose such information;
- (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT's prior written records;
- (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
- (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by RUSD for a period of three (3) years from submission of the final grant activity and expenditure reports.

Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of this AGREEMENT shall be retained until such audits, appeals, litigation or claims have been disposed of.

Unless court action or audit proceedings have been initiated, RUSD may substitute electronic copies of original records.

The COLLEGE or any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of RUSD to make audits, examinations, excerpts and transcripts.

13. **COSTS/INVOICING:** In consideration of RUSD's performance hereunder, the COLLEGE agrees to support RUSD's costs incurred conducting the activities of Completion Counts, in the amount of one hundred five thousand and no/100 dollars (\$105,000). This amount shall not be exceeded by RUSD without the written authorization of the COLLEGE. The COLLEGE shall reimburse RUSD on a monthly basis for costs/expenses associated with this Agreement. RUSD shall submit a monthly invoice to the COLLEGE which shall include detailed verification of all costs/expenses incurred. Invoices will be sent to the following address:

Cindy Taylor
Director, Riverside CLIP
4800 Magnolia Ave.
Riverside, CA 92506
(951) 222-8065

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to Riverside Unified School District and shall be mailed to:

Riverside Unified School District
P.O. Box 2800
Riverside, CA 92516-2800

A final statement of cumulative costs/expenses incurred by RUSD, marked "FINAL" must be submitted to COLLEGE not later than sixty (60) days after this MOU end date. This final statement of costs/expenses shall constitute RUSD's final financial report.

14. TRAVEL: All travel expenses for individuals assigned by RUSD to perform work under this Agreement, shall not exceed amounts normally allowed in accordance with RUSD's written travel policy.
15. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, each party will be responsible for their own attorney's fees.
16. WAIVER: Any waiver by THE COLLEGE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the THE COLLEGE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping THE COLLEGE from enforcement hereof.
17. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
 1. RUSD certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
 2. If RUSD is unable to make such certification, it shall provide COLLEGE with an explanation.
18. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, RUSD certifies that it will continue to provide a drug-free workplace.
19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
20. ENTIRE AGREEMENT: Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this initiative and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of

the scope of work, total estimated expenses, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and scope of work are in conflict, the order of precedence, from first to last shall be: (a) AGREEMENT (b) attachments, (c) the scope of work, and (d) the purchase order, it being understood and agreed that any purchase order or similar document issued by RUSD will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

RIVERSIDE COMMUNITY COLLEGE DISTRICT:
Cindy Taylor
Director, Riverside CLIP
4800 Magnolia Ave
Riverside, CA 92506

RIVERSIDE UNIFIED SCHOOL DISTRICT:
Michael Fine, Deputy Superintendent
Business & Government Relations Division
Riverside Unified School District
3380 14th Street
Riverside, CA 92501

22. FORCE MAJEURE: RUSD shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

23. DISPUTE RESOLUTION

- a. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of any dispute, the Parties agree they will neither rescind the Agreement nor stop the progress of the work, and shall in good faith attempt to resolve the dispute in the manner set forth in Article 23 (b).
- b. Open communication and cooperation of the Parties is vital to the success of the work described in this Agreement and to the settlement of disputes if they arise. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this Agreement. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the

issues in dispute and coordinate a face-to-face meeting at District to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this Agreement shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

- 28 USE OF NAMES – COLLEGE shall not employ or use the name of RUSD in any promotional materials, advertising, or in any other manner without the prior express written permission of RUSD, except that COLLEGE may, during the term of this Agreement, state that it is assisting with the Gates Foundation CLIP Grant at RUSD.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Riverside Community College District
On behalf of Riverside City College

Riverside Unified School District

By: James Buysse, Vice Chancellor
Administration and Finance

By: Michael Fine
Deputy Superintendent

DATED: _____

DATED: _____

EXHIBIT A

Scope of Work

RUSD is engaged in Completion Counts-A Riverside Learning Partnership committed to improving college and other postsecondary outcomes for young people age 16-26. The activities will include but are not limited to the following:

- RUSD will assist in developing and implementing a strategic communication plan to build a “college minded” culture throughout the community. The communication plan will utilize strategies to focus on entering and completing college and other postsecondary endeavors.
- RUSD will work in a collaborative capacity to share and report data regarding student’s success. Data sharing will strengthen efforts to drive change, publically report progress, and build commitment.
- RUSD will work in a collaborative capacity to develop and implement strategies to make the Completion Counts-A Riverside Learning in Partnership a sustainable initiative.
- RUSD will work in collaboration with other Completion Counts partners to align and improve postsecondary success pathways and supports. Efforts will include aligning curriculum, developing career pathways, and coordinating services.

THE COLLEGE will reimburse RUSD the cost of staff salary and benefits for the specified personnel assigned to the Completion Counts-A Riverside Learning Partnership for completion of the deliverables and tasks listed above. The College will also reimburse RUSD the cost of materials, supplies, reproduction costs, travel, lodging, meals and telephone expense necessary for the completion of the scope of work.

RUSD will invoice THE COLLEGE for all costs associated with Completion Counts on a monthly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of the month. Invoicing will not exceed the following annual amounts without a written amendment to this agreement:

- Year 1 FY 10-11 – A maximum of \$25,000.00
- Year 2 FY 11-12 – A maximum of \$40,000.00
- Year 3 FY 12-13 – A maximum of \$40,000.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No. III-B-2

Date: May 17, 2011

Subject: Agreement with Alvord Unified School District

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Alvord Unified School District (AUSD) to provide subcontract services under the Gates Foundation's CLIP Grant. These services include assist in the development and implementation of a strategic communication plan, share and report student success data, align and improve the pathway to postsecondary success, and assist in building the partnership into a sustainable initiative. The amount funded will be \$105,000.00. The term of the agreement is from January 1, 2011 through June 30, 2013. Funding source: The Bill and Melinda Gates Foundation

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Alvord Unified School District, for the term of January 1, 2011 through June 30, 2013, at an amount not to exceed \$105,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Cynthia Azari
President, Riverside City College

Shelagh Camak
Executive Dean, Workforce & Resource Development

Michael Wright
Director, Workforce Preparation Grants and Contracts

SUBCONTRACT AGREEMENT

This Agreement made and entered into by and between ALVORD UNIFIED SCHOOL DISTRICT (AUSD), herein referred to as AUSD and RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF OF RIVERSIDE CITY COLLEGE herein referred to as THE COLLEGE. The funding for this Agreement is derived from The Gates Foundation Community Learning in Partnership (CLIP) Grant.

WHEREAS, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required, and WHEREAS, AUSD has the expertise, and experience to perform the duties set out herein. Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: AUSD shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.
2. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of THE COLLEGE is limited by and contingent upon the availability of funds for AUSD'S expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify AUSD in writing, and reimburse AUSD for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 6 and have no further force. The agreement may be amended each year the grant is in effect.
 - 2.1 This Agreement shall be effective as of January 1, 2011 and continue in effect through June 30, 2013.
3. INDEPENDENT PARTIES: For purpose of this AGREEMENT, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. The COLLEGE and AUSD are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
4. INDEMNIFICATION:
 - (a) The COLLEGE shall indemnify, defend and hold harmless the Trustees of the Alvord Unified School District, their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the COLLEGE'S performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of AUSD.
 - (b) AUSD shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees from and against all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with AUSD's performance

- hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of The COLLEGE.
5. **INSURANCE:** AUSD shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.
 6. **TERMINATION:** Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, AUSD will be reimbursed for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph (4). Upon termination by either party, all costs and non-cancelable commitments incurred thereafter will be the responsibility of AUSD.
 7. **CONFLICT OF INTEREST:** AUSD shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. However, nothing in this AGREEMENT shall be construed to limit the freedom of AUSD, or of its researchers who are participants under this AGREEMENT, to engage in similar research under other grants, contracts, or agreements with parties other than the COLLEGE.
 8. **ASSIGNMENT:** This Agreement shall not be assigned by AUSD either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this Agreement by AUSD without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.
 9. **NONDISCRIMINATION:** AUSD agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Title IX of the Education Amendments of 1972 (20 USC, Sections 1681, et seq.), the Rehabilitation Act of 1973 (29 USC, Section 794), the Age Discrimination Act of 1975 (42 USC Sections 6101, et. Seq.), and all regulations and policies issued pursuant to these statutes. To that end, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.
 10. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
 11. **PROPRIETARY INFORMATION:** Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:
 - (a) information which is or becomes publicly known through no fault of RECIPIENT;

- (b) information learned from a third party entitled to disclose such information;
- (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT's prior written records;
- (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
- (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by AUSD for a period of three (3) years from submission of the final project and expenditure reports.

Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of this AGREEMENT shall be retained until such audits, appeals, litigation or claims have been disposed of.

Unless court action or audit proceedings have been initiated, AUSD may substitute electronic copies of original records.

The COLLEGE or any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of AUSD to make audits, examinations, excerpts and transcripts.

13. **COSTS/INVOICING:** In consideration of AUSD's performance hereunder, the COLLEGE agrees to support AUSD's costs incurred conducting the activities of Completion Counts, in the amount of one hundred five thousand and no/100 dollars (\$105,000). This amount shall not be exceeded by AUSD without the written authorization of the COLLEGE. The COLLEGE shall reimburse AUSD on a monthly basis for costs/expenses associated with this Agreement. AUSD shall submit a monthly invoice to the COLLEGE which shall include detailed verification of all costs/expenses incurred. Invoices will be sent to the following address:

Cindy Taylor
Director, Riverside CLIP
4800 Magnolia Ave.
Riverside, CA 92506
(951) 222-8065

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to Alvord Unified School District and shall be mailed to:

Alvord Unified School District
4671 La Sierra Avenue
Riverside, CA 92505

A final statement of cumulative costs/expenses incurred by AUSD, marked "FINAL" must be submitted to COLLEGE not later than sixty (60) days after this MOU end date. This final statement of costs/expenses shall constitute FOUNDATION'S final financial report.

14. TRAVEL: All travel expenses for individuals assigned by AUSD to perform work under this Agreement, shall not exceed amounts normally allowed in accordance with AUSD's written travel policy.
15. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, each party will be responsible for their own attorney's fees.
16. WAIVER: Any waiver by THE COLLEGE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the THE COLLEGE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping THE COLLEGE from enforcement hereof.
17. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
 1. AUSD certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
 2. If AUSD is unable to make such certification, it shall provide COLLEGE with an explanation.
18. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990(Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, AUSD certifies that it will continue to provide a drug-free workplace.
19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
20. ENTIRE AGREEMENT: Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) AGREEMENT (b) attachments, (c) the project proposal, and (d) the purchase order, it

being understood and agreed that any purchase order or similar document issued by AUSD will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

Cindy Taylor
Director, Riverside CLIP
4800 Magnolia Ave
Riverside, CA 92506

Diana M. Asseier, Assistant Superintendent
Alvord Unified School District
4671 La Sierra Avenue
Riverside, CA 92505

22. FORCE MAJEURE: ASUD shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

23. ARBITRATION: It is expected that both parties will make every effort to resolve any issue, conflict or dispute which may arise between them informally and equitably, and without the need for intervention by third parties, unless the parties agree that such intervention (e.g., a mutually acceptable mediator or fact finder) would assist in resolution of the issue, conflict or dispute. Both parties agree to participate in good faith in attempting any such resolutions. If, nonetheless, such informal resolution is unsuccessful, except for claims falling within the jurisdiction of small claims court, any and all disputes arising under or relating to the performance of the services contracted for under this Agreement and any other claim arising under or relating to this Agreement, shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association of any successor thereto. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. Such arbitration shall be final and binding upon the parties and shall be the sole and exclusive remedy of the parties with respect to any dispute arising out of, relating to or resulting from the interpretation of the terms of this Agreement or its breach. The costs of such arbitration shall be allocated by the arbitrator under applicable law. Each party shall be responsible for its own attorneys' fees, unless the arbitrator makes an award of costs and attorney's fees under applicable law.

28 USE OF NAMES – COLLEGE shall not employ or use the name of AUSD in any promotional materials, advertising, or in any other manner without the prior express written permission of AUSD, except that COLLEGE may, during the term of this Agreement, state that it is assisting with a Project at AUSD.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Riverside Community College District
On behalf of Riverside City College

Alvord Unified School District

By: James Buysse, Vice Chancellor
Administration and Finance

By: Diana M. Asseier
Assistant Superintendent

DATED: _____

DATED: _____

EXHIBIT A

Scope of Work

AUSD is engaged in Completion Counts-A Riverside Learning Partnership committed to improving college completion and other postsecondary outcomes for young people age 16-26. The activities will include but are not limited to the following:

- AUSD will assist in developing and implementing a strategic communication plan to build a “college minded” culture throughout the community. The communication plan will utilize strategies to focus on entering and completing college and other postsecondary endeavors.
- AUSD will work in a collaborative capacity to share and report data regarding student's success. Data sharing will strengthen efforts to drive change, publically report progress, and build commitment.
- AUSD will work in a collaborative capacity to develop and implement strategies to make the Completion Counts-A Riverside Learning in Partnership a sustainable initiative.
- AUSD will work in collaboration with other Completion Counts partners to align and improve postsecondary success pathways and supports. Efforts will include aligning curriculum, developing career pathways, and coordinating services.

THE COLLEGE will reimburse AUSD the cost of staff salary and benefits for the specified personnel assigned to the Completion Counts-A Riverside Learning Partnership for completion of the deliverables and tasks listed above. The College will also reimburse AUSD the cost of materials, supplies, reproduction costs, travel, lodging, meals and telephone expense necessary for the completion of the scope of work.

AUSD will invoice THE COLLEGE for all costs associated with Completion Counts on a monthly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of the month. Invoicing will not exceed the following annual amounts without a written amendment to this agreement:

- Year 1 FY 10-11 – A maximum of \$25,000.00
- Year 2 FY 11-12 – A maximum of \$40,000.00
- Year 3 FY 12-13 – A maximum of \$40,000.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-3

Date: May 17, 2011

Subject: Grants Office Report

Background: In compliance with Board Policy 3280, the Grants Office is submitting its May narrative report and updated Master Submission Schedule for 2010-11, and will present to the Board a summary of its work and accomplishments on behalf of the district and its three colleges. This presentation will include a report of grant applications submitted and grant awards received thus far in the 2010-11 fiscal year.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Provost/Vice Chancellor of Educational Services

John Tillquist
Dean, Office of Economic Development

Richard Keeler
Director, Grants

Colleen Molko
Associate Director, Grants

Grants Office Summary of Work and Accomplishments 2010-11

For many years, the Grants Office has supported institutional efforts to enhance the learning environment for students through the acquisition of public and private grants and the provision of training, consultation and technical assistance services in support of grant management and compliance. The Grants Office continues to align the articulated strategic needs of each college with grant acquisition strategies. Each May, the Grants Office provides a comprehensive report to the Board of Trustees on the major accomplishments of grants in the district. The following report is a summary of the most significant work performed and accomplishments achieved by the Grants Office thus far in the 2010-11 fiscal year as it relates to the strategic initiatives detailed below.

Riverside City College

Science, Technology, Engineering and Math (STEM)

Earlier this academic year, RCC received \$97,941 from a request made by the University of California, Riverside (as lead applicant), to the U.S. Department of Agriculture, Hispanic-Serving Institutions Education Program for each year of the project, these funds will provide a research stipend for two students and supplemental instruction tutors to work with undergraduate students in historically challenging transfer courses required for a degree in engineering/computer science, math, biology, and/or chemistry.

Currently, RCC is working with the Grants Office on both an Individual Development Grant proposal and a Cooperative Arrangement Development Grant proposal to the U.S. Department of Education's Hispanic-Serving Institutions (HSI) STEM Articulation Program. Together, these proposals could request as much as \$10.3M dollars in funding over a five-year grant period to increase the success, retention and transfer-readiness of STEM students and increase the number of veteran students transferring in the STEM fields. Awards are expected to be announced no later than September of 2011.

Student Engagement

At the time of this writing, it is unknown whether the U.S. Department of Education (DOE) will open a Title V competition in 2011. If there is no competition, DOE may opt to fund down the slate of proposals from 2010, which would garner additional consideration for Riverside City College's 2010 request for \$3.18 million dollars. The request proposed a model of student engagement that includes pathways for the undecided student; pilot courses; "intentional support"; collaborative learning; and comprehensive faculty and student engagement strategies and resources as well as technology to support virtual environments. If a Title V competition is held, RCC is expected to resubmit its request.

School of Nursing

RCC's School of Nursing has met with great success in its grants initiatives, boasting a total of \$4,118,658 in currently operating grants from funding sources that include the California Community Colleges Chancellor's Office, the Office of Statewide Health Planning and Development, the U.S. Department of Health and Human Services, and the U.S. Department of Education.

This academic year, RCC's School of Nursing received a total of \$1.89 million dollars in new grant awards. \$999,964 was awarded by the Health Resources and Services Administration (HRSA) to continue and expand the existing Nurse Education, Practice and Retention Program. This funding will allow the School to increase the number of registered nurses in the traditional programs by 36 CNA to LVN to ADN (RN) graduates; 30 RNs will graduate through a flexible VN to ADN program using advanced video streaming technology; 20 second degree RNs will graduate; and the number of BSN graduates will increase by 30 (through a continuing agreement with California State University, Fullerton).

HRSA also awarded \$291,741 to the School through the Scholarships for Disadvantaged Students (SDS) Program, a grant which is intended to increase diversity in the nursing workforce by providing scholarships to ADN students who are financially needy and from disadvantaged backgrounds.

The Office of Statewide Health Planning and Development awarded \$80,000 through its Song Brown Capitation Program, monies that will fund a portion of an ADN faculty member's salary in 2011-12 and will allow the School of Nursing to accommodate ten additional students into its ADN Program.

The California Community Colleges Chancellor's Office awarded \$521,374 through a two-year Enrollment Growth for ADN Program grant. This funding supports 40 new ADN students throughout the grant period, as well as assessment, remediation and, retention services.

Student Services

In August 2010, RCC received a TRIO Student Support Services Program award in the amount of \$1.1 million dollars from the U.S. Department of Education. The program will allow RCC to serve 140 first generation, low income and disabled students. The primary focus of the program is to provide guidance to first time college students when they initially enroll on campus in order to prevent them from starting on the wrong path. The program works toward reducing the number of obstacles that prevents first-time college students from succeeding and continue beyond their first semester.

Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of RCC. The request was approved, permitting the College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

Entrepreneurship and Career and Technical Education

Riverside City College's Office of Career and Technical Education is currently involved in the development of a Trade Adjustment Assistance (TAA) Community College and Career Training Grants Program proposal to the U.S. Department of Labor, with Norco College serving as the lead applicant. If funded, Riverside City College would receive \$865,901 in funding to provide TAA-eligible individuals and other program participants with services intended to assist them in becoming employed. Some of the activities that would be funded include: the delivery of an Entrepreneurship lecture series; the development of stackable certificates and compressed scheduling in the welding program; the hosting of American Welding Society examinations for graduating students; job preparation workshops and placement services; the infusion of entrepreneurial aspects into welding, marketing and other CTE classes to create awareness of self employment opportunities; and increased student support in the areas of counseling and supplemental instruction. Awards are expected to be announced no later than July of 2011.

Moreno Valley College

Science, Technology, Engineering and Math (STEM)

Moreno Valley College (MVC) is currently preparing an individual proposal to the U.S. Department of Education's HSI-STEM and Articulation Program. The estimated \$4.35 million request proposes an expansion of STEM curriculum and learning support services that would address the growing need of employers in the region and improve completion and transfer rates in STEM fields of study. With this proposal, Moreno Valley College requests funding to continue, enhance, and improve trans-disciplinary and integrated approaches involving STEM academics and support services. This funding would provide the College with an opportunity to create aligned curricula and programs in Physics, Math, Computer Information System, Simulation/Gaming, Geographic Information System, Biology, and Chemistry; and develop STEM transfer and articulation agreements. Awards are expected to be announced no later than September of 2011.

Public Safety

The Ben Clark Training Center received a congressionally-directed funding award of \$600,000 from the U.S. Department of Education to fund the development of curriculum for its law enforcement and fire academy programs.

Allied Health Disciplines

Moreno Valley College has seen great success in the area of grant funding for its Allied Health programs. This academic year, new grant awards received in support of allied health total \$2.45 million.

The largest of these grant awards is a Health Resources and Services Administration (HRSA) grant in the amount of \$2,117,808 from the agency's Expansion of Physician Assistant Training Program, which is specifically targeted for physician assistant primary care training programs for practice in medically underserved areas. This funding will pay the tuition, parking, health, and student fees for two years for 40 students, and one year for 10 students. During the time students are sponsored, each also will receive \$22,000 per year to cover additional educational and living expenses. The grant requires that the physician assistant program expand its capacity to accommodate these additional students.

HRSA also awarded the Physician Assistant Program ARRA funding in the amount of \$296,353 under its Equipment to Enhance Training for Health Professionals Program. The purpose of this funding is to purchase equipment that will improve the learning experience of students, allow the program to expand its training capabilities, and to increase enrollment by 25 percent. Equipment purchased will support this effort by improving innovative technology in the classroom, enhancing distance learning courses, and allowing for the development of a state-of-the-art clinical laboratory that will improve student outcomes and student performance in clinical training.

Additional scholarship funding in the amount of \$40,144 also was received from HRSA's Scholarships for Disadvantaged Students (SDS) Program, a grant which is intended to increase diversity in the physician assistant workforce by providing scholarships to students in the PA Program who are financially needy and from disadvantaged backgrounds. An application requesting an additional \$100,000 was submitted to HRSA in March of this year.

Late last year, after our May report, Moreno Valley College received a congressionally-directed earmark award in the amount of \$148,500 for the purchase of equipment for its allied health programs. The earmark grant also came from HRSA.

Moreno Valley College is currently leading a Trade Adjustment Assistance Community College and Career Training Grants Program initiative on behalf of a regional consortium that includes Butte College, Fresno City College and Madera Center, East Los Angeles College and Tohono Community College. The estimated \$16 million dollar request for Project STAT (Solution Targeted Accelerated Training) would provide participants training in the areas of Dental Assisting, Dental Hygiene, Health Information Technology, Healthcare Technician, Medical Assisting, Nursing, Radiologic Technology, and Physician Assistant. If funded, it is expected that a total of 600 participants would receive a certificate or associate degree as a result of the program. Awards are expected to be announced before July of 2011.

The Grants Office also submitted an application to the U.S. Department of Labor in March 2011 on behalf of Moreno Valley College's Allied Health Department. The application requested \$4.98 million dollars from the Career Pathways Innovation Fund Program and represented a collaborative led by Moreno Valley College that included Riverside County Workforce Investment Board; Riverside County Regional Medical Center; Riverside Medical Clinic; Riverside Community Hospital; Riverside County Public Health Agency; Loma Linda University; Moreno Valley Unified School District; the University of California, Riverside; the

National Association of Workforce Boards, and Millipore Corporation. If funded, the program would provide unemployed and incumbent workers with training in an allied health field that would result in a certificate or Associate Degree.

Service Learning

Moreno Valley College's Office of Academic Affairs has received a \$10,000 award from the California Campus Compact's Social Innovation Generation 2011-2012 Student Leadership Initiative. Funding will allow the College to formalize service learning opportunities for its students in the Physician Assistant Program and prepare these emerging health care providers with the necessary bilingual skills to enhance communication with their patients, serving them now as students and in the future as primary care practitioners.

International Faculty Exchange

U.S. Department of State, Council for International Exchange of Scholars has granted Moreno Valley College's request for a Fulbright to host Dr. Sharmistha Banerjee of the University of Calcutta, India, as a visiting Scholar-in-Residence. Through this faculty exchange, Moreno Valley College will develop a multi-disciplinary internationalization of courses and programs, expand its successful cultural competency initiatives from a regional to a global scope, and will infuse an international perspective into its strategic planning process. Dr. Banerjee brings with her unique experience in student-exchange program implementation, international teaching, service learning, and public policy related to children's rights and environmental resource sustainability—all of special interest to the College. Dr. Sharmistha is expected to arrive on or before January of 2012.

Student Services

In August 2010, Moreno Valley College received a Student Support Services Program award in the amount of \$1.1 million from the U.S. Department of Education. The program will allow Moreno Valley to serve 140 first generation, low income and disabled students. The primary focus of the program is to provide guidance to first time college students as they first enroll on campus in order to prevent them from starting on the wrong path. The program works towards reducing the number of obstacles that prevent first time college students from succeeding beyond their first semester.

Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of Moreno Valley College. The request was approved, permitting the College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

Norco College

New Media

Norco College received a \$3.8 million award through the U.S. Department of Education's Title V Developing Hispanic-Serving Institutions Cooperative Development Program. The project, titled *Habilidades Unidos: Transdisciplinary Cooperation for Academic and Career Success*, involves a partnership with California State University, San Bernardino (CSUSB). Through this partnership, Norco College and CSUSB will: develop curriculum for new 2+2 articulated programs in Commercial Music/Music Technology, Game Development/Motion Graphics, and Mobile Applications; provide English-language learners and underprepared students with specialized assistance in math and writing/storytelling skills that commonly pose obstacles for these students; and target outreach efforts to invite and support participation on the part of Latinos and other low-income persons.

Through this collaboration, Norco College and CSUSB have the opportunity to create aligned curricula, develop shared resources in costly and highly specialized lab facilities, coordinate student support and transfer assistance for Latino and low-income students, and bring about regular interaction among faculty for training and joint planning of curricula and pedagogy.

Logistics and Supply Chain Technology Education

In October 2010, the Grants Office submitted an application to the National Science Foundation's Advanced Technological Education (ATE) National Centers of Excellence Program on behalf of Norco College and its partner, Sinclair Community College. The application requests \$4.97 million in funding to establish a National Center of Excellence for Supply Chain Technology Education. The goal of the Center is to increase the supply of highly qualified supply chain technicians by 20,000 over four years to meet the growing national need across the private and public supply chains.

NSF ATE Program Officer, Dr. Gerhard Salinger, scheduled a site visit to meet with Norco College officials on April 22nd to discuss the proposed Center. Norco's partner institution in this grant, Sinclair Community College, sent Co-Principal Investigator Dr. Ned Young to join Norco College's Associate Dean of Career and Technical Education Kevin Fleming in the content discussions regarding the proposed project. NSF makes only one or two National Centers of Excellence awards each year, and the visit is an indication that Norco College's request for this prestigious national center award is being strongly considered.

Student Services

In August 2010, Norco College received two Student Support Services Program awards totaling more than \$2.29 million from the U.S. Department of Education. The first award will allow the College to offer services to 160 first generation, low-income and disabled students. The primary focus of the program is to provide guidance to first time college students when they initially enroll on campus to prevent them from starting on the wrong path. The program works

towards reducing the number of obstacles that prevent first time college students from succeeding beyond their first semester.

The second program, titled Realizing Individual Success through Education (RISE), will serve 100 disabled and low-income students through a comprehensive academic support program tailored to serve this population. The program will provide intensive disability-related counseling and academic advising; access to adaptive technology and guidance courses designed to improve study skills and life skills; additional tutorial support; assistance with financial aid applications and financial management; and monthly activities such as informational luncheons, cultural events, and tours to 4-year universities that will help students stay connected to the program. Additionally, the program will have a dedicated disabilities and veterans experienced counselor who will provide timely academic advice and who will help students deal with disability related challenges.

Institutional Eligibility

The Grants Office filed an institutional eligibility application and waiver to the U.S. Department of Education on behalf of Norco College. The request was approved, permitting the College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

Science, Technology, Engineering and Math (STEM)

Norco College is working with the Grants Office and consultants from Munsell and Associates to prepare an Individual Development Grant proposal to the U.S. Department of Education's HSI-STEM and Articulation Program. The approximate \$4.35 million request proposes to: Redesign/expand pre-engineering curricula for improved articulation and transfer, implement the California MESA Model of the Hispanic and disadvantaged students and remodel part of the existing campus for a centralized STEM Learning Center. Awards are expected to be announced no later than September of 2011.

Entrepreneurship and Career and Technical Education

Norco College will serve as the lead applicant for a Trade Adjustment Assistance Community College and Career Training Program initiative on behalf of a consortium that includes the colleges of Barstow, Chaffey, Irvine Valley, Riverside City, and West Los Angeles as well as RCCD's Office of Economic Development, San Bernardino Community College District, Riverside County EDA, and the San Bernardino and Orange County Workforce Investment Boards (WIBs). The approximate \$13+ million dollar request for Entrepreneurship Inc. would provide participants training in the areas of Entrepreneurship and CTE.

Outcomes specific to Norco College include: the development of curriculum for a stackable certificate and A.S. degree in Entrepreneurship with a 2+2 pathway and articulation agreement with CSUSB; the infusion of entrepreneurship content into CTE courses; the contextualization of CTE curriculum; and the provision of supplemental instruction, internships, service learning experiences and placement services for program participants. Awards are expected to be announced before July of 2011.

Riverside Community College District

Office of Economic Development

Entrepreneurship

The Office of Economic Development (OED) has taken the lead in planning and coordinating the Trade Adjustment Assistance Community College and Career Training Program initiative that includes the colleges of Barstow, Chaffey, Irvine Valley, Norco, Riverside City, and West Los Angeles as well as San Bernardino Community College District, Riverside County EDA, and the San Bernardino and Orange County WIBs as partners. Norco College will serve as the applicant for Entrepreneurship Inc., which if funded, would provide participants training in the areas of Entrepreneurship and CTE.

Outcomes specific to the Office of Economic Development include: Development and implementation of a Service Affiliate Program and a Business Launch Program in two locations. Awards are expected to be announced before July of 2011.

OED received an award in the amount of \$297,647 from the Defense Logistics Agency for its Procurement Technical Assistance Program (PTA). The PTA Program provides specialized and professional technical assistance to individuals and businesses that are seeking to pursue and successfully perform under contracting and subcontracting opportunities with the Department of Defense, other federal agencies, and/or state and local governments.

Community Education received a \$25,000 award from the Riverside Community Health Foundation to support physical fitness program offerings to senior citizens in our community.

In April, the Grants Office submitted a proposal to the U.S. Small Business Administration' Small Business Teaming Pilot Program on behalf on OED. The \$2.5 million dollar request, if funded, would provide exclusive resources for small businesses to enhance their ability to compete for larger federal procurement contracts. Services would include the provision of one-on-one counseling, workshops and events to build compliance in government procurement and the referral of small businesses needing assistance in business development, international trade or basic government contracting requirements, to other OED business service centers

OED's Statewide Center for International Trade Development Director is working on a collaborative proposal that would be submitted by the California Community Colleges' Chancellor's Office to the U.S. Small Business Administration requesting funding through the State Trade and Export Promotion Grant (STEP) Pilot Grant Initiative. STEP provides grants to States to increase the number of small businesses that are exporting and increase the value of exports for those small businesses that are currently exporting. These goals build on the President's National Export Initiative which is working to double U.S. exports and give America a stronger competitive edge in the global market.

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Student Support Services	Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education	Student Services	\$1,100,000	2009/10 Fiscal Year Submission	Riverside	Awarded
U.S. Department of Education	Student Support Services	college requirements, and serves to motivate students toward the successful completion of their postsecondary education	Student Services	\$1,100,000	2009/10 Fiscal Year Submission	Moreno Valley	Awarded
U.S. Department of Education	Student Support Services	students toward the successful completion of their postsecondary education	Student Services	\$1,192,480	2009/10 Fiscal Year Submission	Norco	Awarded
U.S. Department of Education	Student Support Services	their postsecondary education	Student Services (DSP&S Population)	\$1,100,000	2009/10 Fiscal Year Submission	Norco	Awarded
Health Resources and Services Administration	Nurse Education, Practice and Retention Program	To provide support for academic, service and continuing education projects designed to strengthen the nursing workforce and improve nurse retention and quality of patient care	School of Nursing	\$999,964	2009/10 Fiscal Year Submission	Riverside	Awarded
Health Resources and Services Administration	Scholarships for Disadvantaged Students Program	To promote diversity among health profession students and practitioners by providing scholarships to full-time students with financial need from disadvantaged backgrounds	School of Nursing	\$291,741	2009/10 Fiscal Year Submission	Riverside	Awarded
Health Resources and Services Administration	Scholarships for Disadvantaged Students Program	To promote diversity among health profession students and practitioners by providing scholarships to full-time students with financial need from disadvantaged backgrounds	Allied Health	\$40,144	2009/10 Fiscal Year Submission	Moreno Valley	Awarded

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Health Resources and Services Administration	ARRA Equipment – Physician Assistant Training in Primary Care	Provides funding for equipment to support Primary Care Training and Enhancement training efforts	Allied Health	\$296,353	2009/10 Fiscal Year Submission	Moreno Valley	Awarded
U.S. Department of Education	Title V Cooperative	Developing Hispanic Serving Institutions grant	Arts and Media	\$3,834,911	2009/10 Fiscal Year Submission	Norco	Awarded
U.S. Department of Agriculture	Hispanic-Serving Institutions Education Grants Program	To promote and strengthen the ability of Hispanic-Serving Institutions to carry out higher education programs that attract, retain, and graduate outstanding students capable of enhancing the nation's food and agricultural scientific and professional work force. We will partner with UCR, who will serve as the fiscal agent for the application.	STEM	\$97,941	2009/10 Fiscal Year Submission	Riverside	Awarded
The Bill & Melinda Gates Foundation through the National League of Cities	Communities Learning in Partnership	To implement early assessment and accelerated college prep strategies, employer-supported degree paths, and a coordinated network of academic, student, and social support services in an effort to boost associate degree completion rates at Riverside City College from 14 percent to 20 percent by 2013	Student Success	\$3,000,000		Riverside City College in collaboration with the City of Riverside	Awarded
U.S. Department of Education	Fund for the Improvement of Postsecondary Education	A congressionally-directed earmark for the development of curriculum at Ben Clark Training Center	Public Safety	\$600,000	Summer 2010	Moreno Valley	Awarded

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Health Resources and Services Administration	Expansion of Physician Assistant Training Program	Provides stipends to students who are above the baseline capacity of the program	Allied Health	\$2,117,808	7/19/10	Moreno Valley	Awarded
U.S. Department of Education	The Centers of Excellence for Veteran Student Success	To encourage model programs to support veteran student success in postsecondary education by coordinating services to address the academic, financial, physical, and social needs of veteran students	Student Services	\$397,066	07/30/10	Riverside	Not Awarded
The Department of Health and Human Services Administration for Children and Families	Health Profession Opportunity Grants to Serve TANF Recipients and Other Low-Income Individuals	To provide eligible individuals with the opportunity to obtain education and training for occupations in the healthcare field that pay well and are expected to either experience labor shortages or be in high demand	Allied Health School of Nursing	\$8,897,395	08/05/10 08/05/10	Joint Proposal with Moreno Valley and Riverside with Chaffey College as the lead	Not Awarded

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Department of Defense	Research and Educational Program for Historically Black Colleges and Universities and Minority-Serving Institutions	To (a) enhance programs and capabilities in scientific and engineering disciplines critical to the national security functions of the DoD, (b) encourage greater participation in DoD programs and activities, (c) increase the number of graduates, including underrepresented minorities, in the fields of science, technology, engineering and/or mathematics (STEM), and (d) encourage research and educational collaboration with other institutions of higher education directed toward advancing the state of the art or increasing knowledge and understanding	STEM	\$775K	08/06/10	Riverside City College with UCR as the lead	Not Awarded
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Training Program	Support the training of Physician Assistants	Allied Health	\$100,000	08/11/10	Moreno Valley	Submitted
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Training Special Programs	Support special programs for PA students	Allied Health	\$99,808	08/11/10	Moreno Valley	Submitted
U.S. Department of Education	Pilot Program for Course Material Rental	To provide grants to institutions of higher education for pilot programs that expand the services of bookstores to provide the option for students to rent course materials in order to achieve savings for students	Student Services	\$986,823	08/12/10	Norco	Not Awarded

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
National Science Foundation	Scholarships in Science, Technology, Engineering, and Mathematics	Support scholarships for academically talented, financially needy students, enabling them to enter the workforce following completion of an associate, baccalaureate, or graduate level degree in science and engineering disciplines	STEM	\$466,975	08/12/10	Riverside	Not Awarded
Defense Logistics Agency	Procurement Technical Assistance Program	Provides important resource information and procurement training to businesses seeking to market their goods and services to federal, state and local government	Economic Development	\$297,647	08/24/10	District	Awarded
Riverside Community Health Foundation		To support physical fitness program offerings to senior citizens	Senior Citizen Physical Fitness Program	\$25,000	09/03/10	District	Awarded
National Science Foundation	Science, Technology, Engineering, and Mathematics Talent Expansion Program (STEP)	Seeks to increase the number of students (U.S. citizens or permanent residents) receiving associate or baccalaureate degrees in established or emerging fields within science, technology, engineering, and mathematics	STEM	\$1M	09/28/10	Riverside	Not Awarded
National Science Foundation	Science, Technology, Engineering, and Mathematics Talent Expansion Program (STEP)	Seeks to increase the number of students (U.S. citizens or permanent residents) receiving associate or baccalaureate degrees in established or emerging fields within science, technology, engineering, and mathematics	STEM	\$600K	09/28/10	Norco with Cal State Univ, San Bernardino as the lead	NEW ADDITION Not Awarded

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of State	Fulbright Scholar-in-Residence Program	Assists institutions historically underrepresented in international academic exchange and allows scholars outside the United States to gain experience in U.S. higher education	Green/Social Sciences	TBD	10/15/10	Moreno Valley	NEW ADDITION Awarded
National Science Foundation	Advanced Technological Education - Project Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy	CIS	\$200,000	10/21/10	Riverside	Not Awarded
National Science Foundation	Advanced Technological Education - National Center Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy	Logistics and Supply Chain Technology	\$4,967,607	10/21/10	Norco	Submitted
The Office of Statewide Health Planning and Development	Song Brown Registered Nursing Education Capitation Program	Associate Degree in Nursing Program Expansion	School of Nursing	\$200,000	11/02/10	Riverside	Awarded \$80,000
The Office of Statewide Health Planning and Development	Song Brown Registered Nursing Education Special Programs Grant	To fund outreach to underrepresented populations and provide support services to students in the ADN program	School of Nursing	\$113,909	11/02/10	Riverside	NEW ADDITION Not Awarded

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Commerce	Minority Business Development Centers	To provide clients with advice and counseling in such areas as preparing financial packages, business planning and counseling, business information and management assistance, accounting, marketing, business/industrial site analysis, production, engineering, construction assistance, procurement, and identification of potential business opportunities	Economic Development	\$1,765,790	11/10/10	District	NEW ADDITION Not Awarded
The Bill & Melinda Gates Foundation	Completion by Design Managing Partners	A five-year community college reform effort to help low-income young adults complete more quickly and with higher rates of success. It begins with effective practice, engaging a cadre of community college campuses within a state to collaborate on the design and implementation of a model student pathway to credential completion	Student Success	\$510,000	11/19/10	District on behalf of all colleges	NEW ADDITION Not Awarded
The Bill & Melinda Gates Foundation	Next Generation Learning Challenges	To dramatically improve college readiness and college completion in the United States through the applied use of technology and digital media	Student Success	N/A Pre-proposal	11/19/10	Moreno Valley	NEW ADDITION Not Invited to Submit Full
California Campus Compact	Social Innovation Generation Student Leadership Initiative	To develop and implement student-initiated, student-led service and service-learning projects to meet the immediate needs of those who have been hardest hit by the economic downturn and aid California in emerging from the current economic crisis with a more innovative, green and sustainable future	Service Learning	\$10,000	01/17/11	Moreno Valley	NEW ADDITION Awarded
Chancellor's Office	Responsive Training Fund	To enable colleges to provide short-term, intensive training for incumbent workers in identified Strategic Priority Areas as well as other local impact sectors	Economic Development	\$300K	01/28/11	District	NEW ADDITION Not Awarded

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	01/31/11	Moreno Valley	Approved
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	01/31/11	Norco	Approved
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	01/31/11	Riverside	Approved
Chancellor's Office	Career Technical Education Pathways Initiative	To assist K-12 in building and aligning coordinated CTE pathways that lead to postsecondary programs of study to prepare students for high-skill jobs with high wages	CTE	\$400K	02/18/11	Riverside	NEW ADDITION Awarded
Chancellor's Office	Career Technical Education Pathways Initiative Supplemental	To assist K-12 in building and aligning coordinated CTE pathways that lead to postsecondary programs of study to prepare students for high-skill jobs with high wages	CTE	\$130K	02/18/11	Riverside	NEW ADDITION Awarded
Corporation for National and Community Service	Learn and Serve America Higher Education FY2010	To support institutions of higher education that use innovative service-learning programming to meet the needs of local communities	Service Learning	~\$410K	03/09/11	TBD	Agency has indicated that it is unlikely available in 2011

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Health Resources and Services Administration	Scholarships for Disadvantaged Students Program	To promote diversity among health profession students and practitioners by providing scholarships to full-time students with financial need from disadvantaged backgrounds	Allied Health	\$100K	3/14/11	Moreno Valley	NEW ADDITION Submitted
U.S. Department of Labor	Career Pathways Innovation Fund	To develop and implement career pathway programs in partnership with employers and other relevant organizations in the community	Allied Health	\$4,981,715	3/31/11	Moreno Valley	NEW ADDITION Submitted
U.S. Small Business Administration	Small Business Teaming Pilot Program	To fund projects to assist and guide teams of small business concerns through training, counseling, and/or mentoring activities designed to enhance their ability to compete for larger procurement contracts	Economic Development	\$2,493,593	04/11/11	District	NEW ADDITION Submitted
U.S. Department of Education	Title V	Developing Hispanic Serving Institutions grant	Engagement Centers	\$3.2M	Expected to be announced in May	Riverside	If competition is offered
U.S. Department of Labor	Community College and Career Training Program	To help community colleges develop, offer, or improve education and career training programs suitable for workers who are eligible for Trade Adjustment Assistance; the focus will be on programs that can be completed in two years or less	Entrepreneurship and CTE	\$14,822,064	04/2/11	Norco with Riverside and the District as partners	NEW ADDITION In Progress
U.S. Department of Labor	Community College and Career Training Program	To help community colleges develop, offer, or improve education and career training programs suitable for workers who are eligible for Trade Adjustment Assistance; the focus will be on programs that can be completed in two years or less	Allied Health	~\$16M	04/2/11	Moreno Valley to lead Statewide effort	NEW ADDITION In Progress

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Small Business Administration	State Trade and Export Promotion Grant (STEP) Pilot Grant Initiative	To increase the number of small businesses that are exporting and increase the value of exports for those small businesses that are currently exporting	Economic Development	\$1.2-\$2.5M	04/26/11	District will collaborate with State lead	NEW ADDITION In Progress
U.S. Department of Education	HSI-STEM Program	To increase number and success of Hispanic and other underrepresented students in Science, Technology, Engineering and Math majors	STEM	\$4,350,000	04/29/11	Moreno Valley	NEW ADDITION Individual Grant In Progress
U.S. Department of Education	HSI-STEM Program	To increase number and success of Hispanic and other underrepresented students in Science, Technology, Engineering and Math majors	STEM	\$4,350,000	04/29/11	Norco	NEW ADDITION Individual Grant In Progress
U.S. Department of Education	HSI-STEM Program	To increase number and success of Hispanic and other underrepresented students in Science, Technology, Engineering and Math majors	STEM	\$4,350,000	04/29/11	Riverside	NEW ADDITION Individual Grant In Progress
U.S. Department of Education	HSI-STEM Program	To increase number and success of Hispanic and other underrepresented students in Science, Technology, Engineering and Math majors	STEM	\$6M	04/29/11	Riverside	NEW ADDITION Cooperative Grant In Progress

Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	North American Mobility in Higher Education	To provide grants for or to enter into cooperative agreements to improve postsecondary education opportunities by focusing on problem areas or improvement approaches in postsecondary education.	Service Learning	\$180K	05/17/11	Moreno Valley	NEW ADDITION
U.S. Department of Education	FIPSE Comprehensive	The Comprehensive Program supports innovative grants and cooperative agreements to improve postsecondary education. It supports reforms, innovations, and significant improvements of postsecondary education that respond to problems of national significance and serve as national models.	Service Learning	\$750K	05/23/11	Moreno Valley	NEW ADDITION

Foundation Grants for Potential Inclusion in the Master Submission Schedule for 2010-11

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Carpenter Foundation		To underwrite the Discovery Theatre Program	Performance Riverside	\$10,500	2009-10 Fiscal Year Submission	Riverside/RCCD Foundation	Awarded
Honda Foundation		Proposal to fund "Up Game", a project to inspire Latino and underprivileged high school students to pursue a career in new media technologies	Media Technology	\$60K	08/02/10	Norco College/RCCD Foundation	Not Awarded
Weingart Foundation	Capital Fund	For specific projects with capital expenditures. Funding is available to support land, facility, equipment purchases, renovations, or new construction.	Aquatics Complex	Will fund 10% of total	Rolling	RCCD Foundation on behalf of the District	Not Awarded
LA84	N/A	To fund Aquatics	Aquatics Complex	\$100K	8/12/2010	RCCD Foundation on behalf of the District	Not Awarded
HSBC Bank USA	Corporate Contribution Application	Proposal to fund a Xeriscape Demonstration Garden and Community Educational Program that will focus on public awareness-building of climate change and terrestrial biodiversity through a xeriscape demonstration garden and community outreach and education	Green and Service Learning	\$65K	10/28/10	Norco College/RCCD Foundation	NEW ADDITION Not Awarded

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-C-1

Date: May 17, 2011

Subject: Market Street Properties – Certification of Environmental Impact Report - Resolution No. 47-10/11

Background: On March 16, 2010, the Board of Trustees approved the Citrus Belt Savings and Loan Gallery project and a tentative budget in the amount of \$4 million using Redevelopment Pass-Through funds. On June 15, 2010, the Board of Trustees approved the Culinary Arts Academy and District Office Building project, and a tentative budget in the amount of \$23,043,996 using District/Riverside City College Measure C funds. Both projects are part of the Market Street Properties located between University Avenue and White Park on Market Street in downtown Riverside.

A final Environmental Impact Report was completed to provide the public and the District with detailed information about the project's environmental effects, methodologies to minimize these environmental effects, and reasonable alternatives to the project. Also included is a Mitigation Monitoring Plan/Report Plan providing a synopsis of project environmental impacts. Monitoring success and efficacy of the mitigation measures protects the environment, ensures compliance with environmental standards, and gives direction for any additional project design or operational modification, where required.

Staff now recommends the Board review the final Environmental Impact Report (Exhibit A – Compact Disk provided), the Mitigation Monitoring Plan/Report Plan (Exhibit B), the Findings and Statement of Overriding Consideration (Exhibit C) and adopt the proposed Resolution No. 47-10/11 to certify the final EIR, the Mitigation Monitoring Plan/Report Plan, adopt the Findings and a Statement of Overriding Considerations, prepared in compliance with the CEQA and State CEQA Guidelines.

Recommended Action: It is recommended that the Board of Trustees convene a public hearing to review the Environmental Impact Report; adopt Resolution No. 47-10/11 certifying the final Environmental Impact Report, the Mitigation Monitoring Plan and Report Plan, adopt the District's California Environmental Quality Act Findings and the Statement of Overriding Considerations for the Market Street Properties (Citrus Belt Savings and Loan/Okubo Gallery and the Holyrood Hotel and Culinary Arts Academy, and Riverside Community College District Office Building) located in downtown Riverside.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff

Orin L. Williams
Associate Vice Chancellor
Facilities Planning and Development

Exhibit B

APPENDIX H MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program has been prepared for use in implementing mitigation for the:

Market Street Properties Project

The program has been prepared in compliance with State law and the Environmental Impact Report (EIR) (State Clearinghouse No.2010091085) prepared for the project by the Riverside Community College District.

The California Environmental Quality Act (CEQA) requires adoption of a reporting or monitoring program for those measures placed on a project to mitigate or avoid adverse effects on the environment (Public Resource Code Section 21081.6). The law states that the reporting or monitoring program shall be designed to ensure compliance during project implementation.

The monitoring program contains the following elements:

- 1) The mitigation measures are recorded with the action and procedure necessary to ensure compliance. In some instances, one action may be used to verify implementation of several mitigation measures.
- 2) A procedure for compliance and verification has been outlined for each action necessary. This procedure designates who will take action, what action will be taken and when, and to whom and when compliance will be reported.
- 3) The program has been designed to be flexible. As monitoring progresses, changes to compliance procedures may be necessary based upon recommendations by those responsible for the program. As changes are made, new monitoring compliance procedures and records will be developed and incorporated into the program.

This Mitigation Monitoring and Reporting Program includes mitigation identified in the Initial Study, Draft EIR, and the Revisions to the Draft EIR.

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Project File Name: Market Street Properties **Applicant:** Riverside Community College District

Prepared by: LSA Associates, Inc. **Date:** April 2011

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
AIR QUALITY						
AQ-1 RCCD, through its Prime Contractor, shall implement the following additional dust suppression measures as outlined in the SCAQMD CEQA Air Quality Handbook: <ul style="list-style-type: none"> • Revegetate disturbed areas as quickly as possible (i.e., within 30 days of the completion of disturbance). • Monitor wind speeds onsite and suspend excavation and grading operations when wind speeds (as instantaneous gusts) exceed 25 mph. • Sweep all adjacent and internal streets once per day if visible soil materials are carried to adjacent streets (recommend using water sweepers with reclaimed water if available). • Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash trucks and any equipment leaving the site. • Pave, water, or chemically stabilize all onsite roads as soon as feasible. • Minimize the area disturbed by clearing, grading, earthmoving, or excavation operations. 	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Grading	During Grading	Review of construction documents and on-site inspection		No issuance of Grading Permits and Stop Work Order during Construction

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>AQ-2 RCCD, through its Prime Contractor, in consultation with the grading contractor, shall select construction equipment to be used onsite based on low-emission factors and high energy efficiency. The Construction Contractor shall ensure that construction grading plans include a statement that all construction equipment will be tuned and maintained in accordance with the manufacturer's specifications.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee and Division of State Architects</p>	<p>Prior to Approval of Grading/ Building Plans</p>	<p>During Grading</p>	<p>Review of construction documents and on-site inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>AQ-3 RCCD, through its Prime Contractor, shall assure that all trucks will not idle continuously for more than 5 minutes at any one time.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading</p>	<p>During Grading</p>	<p>Review of construction documents and on-site inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>AQ-4 RCCD, through its Prime Contractor, shall utilize electric or alternative-fuel-powered equipment in lieu of gasoline- or diesel-powered engines where feasible.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading and Construction</p>	<p>During Grading and Construction</p>	<p>Review of construction documents and on-site inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>AQ-5 RCCD, through its Prime Contractor, shall ensure that construction grading plans include a statement that work crews will shut off "idle" equipment (i.e., not in use for more than five minutes at a time).</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee and Division of State Architects</p>	<p>During Grading</p>	<p>During Grading</p>	<p>Review of construction documents and on-site inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>AQ-6 RCCD, through its Prime Contractor, shall time construction activities so as to not interfere with peak-hour traffic and minimize obstruction of through traffic lanes adjacent to the site; if necessary, a flag person shall be retained to maintain safety adjacent to existing roadways.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading and Construction</p>	<p>During Grading and Construction</p>	<p>Review of construction documents and on-site inspection</p>		<p>Issuance of a Stop Work Order</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>AQ-7 RCCD, through its Prime Contractor, shall encourage ridesharing and transit incentives for all project construction crews to the greatest extent feasible and in compliance with RCCD's standard contracting requirements.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading and Construction</p>	<p>During Grading and Construction</p>	<p>Review of construction documents and on-site inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>CULTURAL RESOURCES</p>						
<p>CUL-1 RCCD will conduct the following activities to rehabilitate identified historical structures so that impacts to these structures will be reduced to less than significant levels:</p>						
<p>3801–3823 Market Street/ 3824–3832 University Avenue the Plaza Hotel (replaced Holyrood Hotel)</p> <p>RCCD will investigate and preserve and/or adaptively reuse this building to the extent practical, consistent with the Secretary of Interior's Standards for Rehabilitation. If it is determined the building must be demolished for economic or safety reasons, RCCD will retain an architectural historian to document the building prior to demolition based on the Secretary of the Interior's Professional Qualification Standards, equivalent to Level III of the Historic American Buildings Survey (HABS). The documentation shall include 35-millimeter (35 mm) archival quality black-and-white photographs of all exterior elevations, interior views, character-defining features, and context views, a site plan showing the view of photographs and the building footprint, and any available archival material, including historic photographs, newspaper articles, and architectural drawings. A copy of the current report will satisfy the written data requirement. A copy of the HABS documentation shall be submitted to the City of Riverside Planning and Community Development Department and the Riverside Public Library Local History Resource Center in Riverside, California. Local preservation</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>Prior to Construction</p>	<p>Prior to Construction</p>	<p>RCCD will submit documentation to the State Architect showing compliance with the stated mitigation measure</p>		<p>The project does not move forward.</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>groups, including the Old Riverside Foundation, shall be given written notice and 30 days to salvage reusable parts of the building upon receiving written authorization from RCCD.</p> <p>3855 Market Street (Heiting Building) former Citrus Belt Savings and Loan Association</p> <p>RCCD will investigate and preserve and/or adaptively reuse this building to the extent practical, consistent with the Secretary of Interior's Standards for Rehabilitation. If project plans change and it is determined the building must be demolished for economic or safety reasons, RCCD will retain an architectural historian prior to demolition to supervise removal of the aluminum louvers and plaster backing (as opposed to the steel beams that support the screen) on the front elevation in such a way that the elevation can be documented and evaluated on State of California Department and Parks and Recreation (DPR) 523 forms by an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards.</p> <p>Prior to demolition, documentation equivalent to Level III of the Historic American Buildings Survey (HABS) shall be completed by the architectural historian. The HABS-like documentation shall include 35-millimeter (35 mm) archival quality black-and-white photographs of all exterior elevations, interior views, character-defining features, and context views; a site plan the view of photographs and the building footprint; and any available archival material, including historic photographs, newspaper articles, and architectural drawings. A copy of the current report will satisfy the written data requirement. A copy of the HABS documentation shall be submitted to the City of Riverside Planning and Community Development Department and the Riverside Public Library Local History Resource Center in Riverside, California.</p>	<p>City of Riverside Historic Preservation Officer</p>	<p>Prior to Approval of the project by the State Architect</p>	<p>Prior to Approval of the project by the State Architect</p>	<p>RCCD will submit documentation to the State Architect showing compliance with the stated mitigation measure</p>		<p>The project does not move forward.</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>The building shall be demolished in a way that makes it possible to photograph and salvage intact portions of the Churrigueresque decoration. If physically and economically feasible, these portions shall be preserved and incorporated into the design of the campus. If intact portions of the Churrigueresque decoration remain available after this work, local preservation groups, including the Old Riverside Foundation, shall be given written notice and 30 days to salvage reusable parts of the building upon receiving written authorization from RCCD.</p> <p>RCCD shall install a plaque that includes a description and historic images of the building at the site prior to occupancy of the structure.</p>						
<p>CUL-3 Because the level of sensitivity for archaeological resources in the City of Riverside General Plan EIR for the project area is "unknown," an approved Monitoring and Unanticipated Discovery Plan that complies with the requirements of CEQA will be prepared prior to ground disturbance. If any archaeological resources are discovered during excavation, work shall be halted in that area until a qualified archaeologist can be retained to evaluate the discovery and the procedures outlined in the Monitoring and Unanticipated Discovery Plan can be implemented. If necessary, this work will be coordinated with local Native American tribes, depending on the nature of the discovery.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>Prior to grading</p>	<p>Prior to Approval of the project by the State Architect</p>	<p>RCCD will submit documentation to the State Architect showing compliance with the stated mitigation measure</p>		<p>Grading Permit is not issued and/or Issuance of a Stop Work Order during grading</p>
<p>CUL-4 Prior to the issuance of grading permits, the prime contractor shall submit to and receive approval from the City, a Paleontological Resource Impact Mitigation Program (PRIMP). The PRIMP shall include the provision of a trained paleontological monitor during on-site soil disturbance activities. The monitoring for paleontological resources shall be conducted on a half-time basis during the rough-grading phase</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee and</p>	<p>Prior to grading</p>	<p>Prior to Approval of the project by the State Architect</p>	<p>RCCD will submit documentation to the State Architect showing compliance with the stated</p>		<p>The project does not move forward.</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>of the project. In the event that paleontological resources are unearthed or discovered during excavation, Mitigation Measure CUL-3 and CUL-4 shall apply. Conversely, if no paleontological resources are unearthed or discovered on site during excavation, no additional mitigation is required.</p>	<p>Division of State Architects</p>			<p>mitigation measure</p>		
<p>CUL-5 If any paleontological resources are discovered during excavation, work shall be halted in that area until a qualified paleontologist can be retained to evaluate the discovery and the procedures outlined in the PRIMP can be implemented. The paleontological monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation to an offsite location. During monitoring, samples of soil shall be collected and processed to recover microvertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading</p>	<p>During Grading</p>	<p>On-site Inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>CUL-6 If paleontological resources are unearthed or discovered during excavation of the project site, the monitoring for paleontological resources shall be conducted on a full-time basis for the duration of the rough-grading of the project site. The following recovery processes shall apply:</p> <ul style="list-style-type: none"> • Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques. • All fossils collected during the project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified shall be provided to the 	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading</p>	<p>During Grading</p>	<p>On-site Inspection</p>		<p>Issuance of a Stop Work Order</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>museum repository along with the specimens.</p> <ul style="list-style-type: none"> A report documenting the results of the monitoring and salvage activities and the significance of the fossils shall be prepared. <p>All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository (such as the Western Science Center or the Riverside Metropolitan Museum).</p>						
GEOLOGY						
<p>GEO-1 The DSA will require construction measures that would meet and exceed the seismic safety standards set forth in the CBC. Adherence to these existing, required measures will reduce impacts associated with lateral spreading to less than significant levels.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee and Division of State Architects</p>	<p>Prior to approval of Building Plans</p>	<p>Prior to approval of Building Plans</p>	<p>Review of construction documents</p>		<p>Building Plans are not approved</p>
<p>GEO-2 The construction plans shall be reviewed by DSA to ensure that adequate shoring structures are implemented to eliminate collapse of the excavated pit walls during project construction.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee and Division of State Architects</p>	<p>Prior to approval of Building Plans</p>	<p>Prior to approval of Building Plans</p>	<p>Review of construction documents</p>		<p>Building Plans are not approved</p>
<p>GEO-3 The shoring structures shall comply with CBC and any other applicable standards dictated by the DSA. As part of DSA's review of the structural design and safety, the engineering</p>	<p>RCCD Facilities and Planning Associate Vice</p>	<p>Prior to approval of Building</p>	<p>Prior to approval of Building Plans</p>	<p>Review of construction documents</p>		<p>Building Plans are not approved</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>plans will be reviewed for structural integrity and safety by DSA. This will minimize the potential for collapse of the excavated pit walls during project construction.</p>	<p>Chancellor or designee and Division of State Architects</p>	<p>Plans</p>				
<p>GREENHOUSE GAS EMISSIONS</p>						
<p>GHG-1 Prior to occupancy of the project, RCCD shall incorporate the following conceptual design criteria into project buildings and facilities to the extent applicable and practical: <u>Energy Efficiency Measures</u></p> <ul style="list-style-type: none"> • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping; • Install efficient lighting and lighting control systems that are more efficient than required under Title 24; • Install light-colored pavements and cool roofs; and • Install solar or light-emitting diodes (LEDs) for outdoor lighting. 	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>Prior to the Finalization of the Landscape and Building Plans</p>	<p>Prior to the Approval of the Landscape and Building Plans</p>	<p>Review of Landscaping and Building Plans</p>		<p>Landscaping and Building Plans are not approved</p>
<p><u>Water Conservation and Efficiency Measures</u></p> <ul style="list-style-type: none"> • Devise a comprehensive water conservation strategy appropriate for the project and location. The strategy may include the following, plus other innovative measures that might be appropriate: <ul style="list-style-type: none"> ○ Create water-efficient landscapes 						

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
within the development; <ul style="list-style-type: none"> o Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls; o Use reclaimed water if available for landscape irrigation within the project; o Install the infrastructure to deliver and use reclaimed water if available; and o Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff. 						
<u>Solid Waste Measures</u> <ul style="list-style-type: none"> • Reuse and recycle construction waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard); • Provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas; and • Provide employee education about reducing waste and available recycling services. 	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Construction	During Construction	On-site inspection		Issuance of a Stop Work Order
HAZARDOUS MATERIALS HAZ-1 Prior to the renovation or demolition of any structure built prior to 1963, an asbestos inspection for Asbestos Containing Building Materials (ACM) shall be conducted by a California Site Surveillance Technician (CSST)	RCCD Facilities and Planning Associate Vice Chancellor or	Prior to demolition of any on-site building	Prior to Occupancy of the Buildings	On-site inspection	RCCD will submit documentation to the State	Project Demolition Permit is not issued by the City of Riverside

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>registered by the California Division of Occupational Health and Safety (CalOSHA) for ACM. The purpose of the ACM inspection is to locate and identify suspected ACM that will be impacted during the demolition portion of the project. Once a visual inspection is performed, representative asbestos samples (if present) shall be collected in accordance with the USEPA established guidelines document, "Guidance for Controlling Asbestos-Containing Materials in Buildings (USEPA 560/5-85-024, 1985) and USEPA 40 CFR Part 763 "Asbestos-Containing Materials in Schools, Final Rule." After sampling, ACM shall be abated/removed from the project site by a California State Registered Asbestos Abatement Contractor registered by the Division of Occupational Health and Safety (OSHA) in accordance with the California Administrative Code, Title 8, and article 2.5. and in adherence to the South Coast Air Quality Management District (SCAQMD) Asbestos Hazard Emergency Response Act (AHERA) pursuant to CFR Chapter 40, Part 763, subpart E.</p>	<p>designee and City of Riverside Fire Chief or designee</p>			<p>Architect showing compliance with the stated mitigation measure</p>		
<p>HAZ-2 Prior to disturbance of building materials or renovation or demolition of any structure in the project, a Lead-based Paint (LBP) X-ray Fluorescent (XRF) survey will be conducted in accordance with Federal HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards" and OSHA regulations (Standards-29 CFR 1926.62 APP. A) applicable to workers potentially exposed to lead through inhalation by a CalOSHA Certified Site Surveillance Technician (CSST). An LBP abatement plan shall be prepared consistent with those standards based upon this inspection.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee and City of Riverside Fire Chief or designee</p>	<p>Prior to demolition or renovation of any on-site building</p>	<p>Prior to demolition or renovation of any on-site building</p>	<p>RCCD will submit documentation to the State Architect showing compliance with the stated mitigation measure</p>		<p>Project Demolition Permit is not issued by the City of Riverside</p>
<p>HAZ-3 Prior to the renovation or demolition of any structure built prior to 1963, a State of California licensed Professional Geotechnical</p>	<p>RCCD Facilities and Planning Associate Vice</p>	<p>Prior to demolition or</p>	<p>Prior to demolition or renovation of any on-site</p>	<p>RCCD will submit documentation</p>		<p>Project Demolition Permit is not issued by the City of</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
Engineer shall complete an updated Phase I Environmental Site Assessment for the project site.	Chancellor or designee	renovation of any on-site building	building	to the State Architect showing compliance with the stated mitigation measure		Riverside
HAZ-4 Prior to renovation or demolition of any structure with an elevator, the elevator equipment and subsoil area surrounding the elevators shall be assessed for possible leaks by a California licensed Hazardous Substances Removal classified inspector. The inspector will utilize visual inspection to identify and quantify Universal Waste Rule materials. A CalOSHA licensed Hazardous Materials Substances Removal contractor shall dispose of any hazardous materials identified by the inspector.	RCCD Facilities and Planning Associate Vice Chancellor or designee and City of Riverside Fire Chief or designee	Prior to demolition or renovation of any on-site building	Prior to demolition or renovation of any on-site building	RCCD will submit documentation to the State Architect showing compliance with the stated mitigation measure		Project Demolition Permit is not issued by the City of Riverside
HAZ-5 Due to the age of the Plaza Hotel structure proposed for demolition (prior to 1960), the Polychlorinated Biphenyls (PCB) content in older fluorescent light fixtures shall be evaluated prior to removal and proper disposal of the fixtures by a CalOSHA Certified Site Surveillance Technician (CSST). The CSST will utilize visual inspection to identify and quantify Universal Waste Rule materials (e.g., PCB ballasts, Fluorescent light tubes, mercury switches). A CalOSHA licensed Hazardous Materials Substances Removal contractor shall dispose of any hazardous materials identified by the CSST and managed safely by RCCD staff..	RCCD Facilities and Planning Associate Vice Chancellor or designee and City of Riverside Fire Chief or designee	Prior to demolition or renovation of any on-site building	Prior to demolition of any on-site building	RCCD will submit documentation to the State Architect showing compliance with the stated mitigation measure		Project Demolition Permit is not issued by the City of Riverside

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>HAZ-6 If the updated Phase I Environmental Assessment reveals underground tanks in the project site area, prior to the issuance of the Certificate of Occupancy, RCCD shall prepare and submit a Spill and Emergency Response Plan (SERP) to the City of Riverside Fire Department for approval. The SERP shall consider fire response, absorbents for surface leaks, methods and schedule for removal of fuel or other hazardous material from leaking primary containers, and report of a release to the underlying soils or drainage channels. A copy of the SERP shall be maintained and made available for review at the project site and the Riverside City Campus. With the completion of an updated Phase I, disposition of possible underground tanks will become known.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee and City of Riverside Fire Chief or designee</p>	<p>Prior to demolition or renovation of any on-site building</p>	<p>Prior to demolition of any on-site building</p>	<p>RCCD will submit documentation to the State Architect showing compliance with the stated mitigation measure</p>		<p>Project Demolition Permit is not issued by the City of Riverside</p>
NOISE						
<p>NOI-1 RCCD, through its Prime Contractor, shall restrict construction activities to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, 8:00 a.m. to 5:00 p.m. on Saturdays, and shall prohibit work on Sundays and federal holidays, consistent with City noise restrictions.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading and Construction</p>	<p>During Grading and Construction</p>	<p>On-site Inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>NOI-2 RCCD, through its Prime Contractor, shall assure that all grading and construction equipment, fixed or mobile, shall have properly operating and maintained mufflers consistent with manufacturers' standards.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading and Construction</p>	<p>During Grading and Construction</p>	<p>On-site Inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>NOI-3 RCCD, through its Prime Contractor, shall place all stationary construction equipment so that emitted noise is directed away from White Park (i.e., closest sensitive receptor) to the extent practical or feasible.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p>	<p>During Grading and Construction</p>	<p>During Grading and Construction</p>	<p>On-site Inspection</p>		<p>Issuance of a Stop Work Order</p>
<p>NOI-4 RCCD, through its Prime Contractor, shall stage equipment in areas as far as practical from White Park (i.e., closest sensitive receptor) to create the greatest distance between construction-related noise sources and the</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or</p>	<p>During Grading and Construction</p>	<p>During Grading and Construction</p>	<p>On-site Inspection</p>		<p>Issuance of a Stop Work Order</p>

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>closest noise-sensitive receptor to the project</p> <p>NOI-5 RCCD, through its Prime Contractor, shall install an air conditioning system or some form of mechanical ventilation for any rooms directly exposed to Market Street traffic prior to occupancy of the project.</p>	<p>designee</p> <p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p> <p>and</p> <p>Division of State Architects</p>	<p>Prior to approval of Building Plans</p>	<p>Prior to approval of Building Plans</p>	<p>Review of construction documents</p>		<p>Building Plans are not approved</p>
TRAFFIC						
<p>TRA-1 Prior to the start of construction, the RCCD shall prepare a Traffic Mitigation Plan (TMP) for review and comment by the City. The TMP shall address traffic, parking, pedestrian access, and bicycle access on adjacent streets during project construction, including any off-site parking areas, rerouting of pedestrian or bicycle lanes or paths, and lane closures if needed. Flag persons with radio communication shall be utilized if needed to coordinate and help minimize traffic disruption or interference with existing travel lanes to the greatest extent practical.</p>	<p>RCCD Facilities and Planning Associate Vice Chancellor or designee</p> <p>and</p> <p>Division of State Architects</p>	<p>Prior to approval of Building Plans</p>	<p>Prior to approval of Building Plans</p>	<p>Review of construction documents</p>		<p>Building Plans are not approved</p>

Exhibit C

FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND
STATEMENT OF OVERRIDING CONSIDERATIONS REGARDING THE RIVERSIDE
COMMUNITY COLLEGE DISTRICT'S
MARKET STREET PROPERTIES PROJECT

SECTION I
FINDINGS

A. PROJECT DESCRIPTION

The Riverside Community College District's (District or RCCD) Market Street Properties Project (Project) is located at the southwest corner of Market Street and University Avenue, in the City of Riverside in Riverside County. The Project covers two parcels of developed land generally located one-half mile west of State Route 91, south of Mission Inn Avenue, between Market Street and Fairmount Boulevard. The Project is bounded by University Avenue to the north, Fairmount Boulevard to the west, Market Street to the east, and Whittier Place to the south. The Project site encompasses approximately 0.58 acre.

The Project is located within the City of Riverside Downtown Specific Plan (DSP) adopted by the City of Riverside in November 2002. There are nine land use districts within the DSP area. The Project is within the Raincross District within the DSP. The Project consists of the development of a facility to house RCC Culinary Arts program and District offices and renovation of the Heiting Building into a gallery and archives center. The Project involves demolition of the existing Plaza Hotel (approximately 20,250 square feet) and the existing RCCD System Office buildings consisting of approximately 17,620 square feet of building space. Construction of a three-story building of 51,600 square feet atop a two-story sub-grade parking structure of 46,000 square feet will replace these two demolished buildings. The Project also includes planned restoration to portions of the Heiting Building (former Citrus Belt Savings and Loan Building).

The proposed three-story building consists of the Culinary Art program facilities that will accommodate 301 students, shared classrooms in 16,600 square feet and RCCD administration facilities encompassing approximately 35,000 gross square feet. The first floor would consist of two classrooms and an events space (which can be used as two additional classrooms), the Culinary Arts program facilities (which includes a restaurant dining area, demonstration kitchen, basic skills kitchen, bakery, break room, faculty offices, and storage space), and restroom facilities. The second and third floors will house the District's administrative departments, office spaces, storage, meeting rooms, and restroom facilities. Support spaces to the administrative offices will include an employee lounge and workrooms. A roof deck with a collapsible awning and potted herbs is intended for the district staff, faculty and students of the Culinary Arts program. The roof will also have mechanical equipment for the Heating, Ventilating and Air Conditioning (HVAC) system.

The project also includes the construction of a dual-level sub-grade parking structure, which will encompass approximately 46,600 gross square feet, situated below the new building. Each level of the parking structure will provide 50 parking spaces for a total of 100 parking spaces. A surface parking lot controlled by RCCD located immediately west of the project site will provide an additional 188 spaces and will also be available for use by students and patrons. Total parking provided is 288 spaces.

The Heiting building portion of the project would renovate the facility to serve as an art gallery and archives center, including the District's art collection and archives, as well as loaned art collections, and would add to the community's downtown arts theme. The gallery and associated lobby will be on the first floor. In addition, the existing 10,300-square foot building would be renovated to include an upper gallery and staff space on the second floor. A 1,700-square foot addition to fill in the back courtyard of the building will be included in the project.

More specific details regarding the Project are provided in Chapter 3 of the Draft EIR.

B. LEGAL REQUIREMENTS

Public Resources Code section 21002 states that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" Section 21002 further states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects."

Pursuant to section 21081 of the Public Resources Code, the District may only approve or carry out a project for which an EIR has been completed that identifies any significant environmental effects if the District makes one or more of the following written finding(s) for each of those significant effects accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which mitigates or avoid the significant effects on the environment.
2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

As indicated above, section 21002 requires an agency to “avoid or substantially lessen” significant adverse environmental impacts. Thus, mitigation measures that “substantially lessen” significant environmental impacts, even if not completely avoided, satisfy section 21002’s mandate. (Laurel Hills Homeowners Association v. City Council (1978) 83 Cal.App.3d 515, 521 (“CEQA does not mandate the choice of the environmentally best feasible project if through the imposition of feasible mitigation measures alone the appropriate public agency has reduced environmental damage from a project to an acceptable level”); Las Virgenes Homeowners Federation, Inc. v. County of Los Angeles (1986) 177 Cal. App. 3d 300, 309 (“[t]here is no requirement that adverse impacts of a project be avoided completely or reduced to a level of insignificance . . . if such would render the project unfeasible”).)

While CEQA requires that lead agencies adopt feasible mitigation measures or alternatives to substantially lessen or avoid significant environmental impacts, an agency need not adopt infeasible mitigation measures or alternatives. (Pub. Resources Code, § 21002.1(c) (if “economic, social, or other conditions make it infeasible to mitigate one or more significant effects on the environment of a project, the project may nonetheless be carried out or approved at the discretion of a public agency”); see also Cal. Code Regs., tit. 14, § 15126.6(a) (an “EIR is not required to consider alternatives which are infeasible”).) CEQA defines “feasible” to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.” (Pub. Resources Code, § 21061.1.) The Guidelines for Implementing the California Environmental Quality Act, contained in Title 14 of the California Code of Regulations at and following section 15000 (hereinafter, the “State CEQA Guidelines”), add “legal” considerations as another indicia of feasibility. (State CEQA Guidelines, § 15364.) Project objectives also inform the determination of “feasibility.” (Jones v. UC Regents (2010) 183 Cal. App. 4th 818, 828-829.) “[F]easibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors.” (City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 401, 417; see also Sequoyah Hills Homeowners Assn. v. City of Oakland (1993) 23 Cal.App.4th 704, 715.) “Broader considerations of policy thus come into play when the decision making body is considering actual feasibility [.]” (Cal. Native Plant Soc’y v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1000 (“Native Plant”); see also Pub. Resources Code, § 21081(a) (3) (“economic, legal, social, technological, or other considerations” may justify rejecting mitigation and alternatives as infeasible) (emphasis added).)

Environmental impacts that are less than significant do not require the imposition of mitigation measures. (Leonoff v. Monterey County Board of Supervisors (1990) 222 Cal.App.3d 1337, 1347.)

The California Supreme Court has stated, “[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires

that those decisions be informed, and therefore balanced." (Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 576.) In addition, perfection in a project or a project's environmental alternatives is not required; rather, the requirement is that sufficient information be produced "to permit a reasonable choice of alternatives so far as environmental aspects are concerned." Outside agencies (including courts) are not to "impose unreasonable extremes or to interject [themselves] within the area of discretion as to the choice of the action to be taken." (Residents Ad Hoc Stadium Com. v. Board of Trustees (1979) 89 Cal.App.3d 274, 287.)

C. SUMMARY OF ENVIRONMENTAL FINDINGS

At a regular session assembled on May 17, 2011, the Board of Trustees determined that based on all of the evidence presented, including, but not limited to, the Final EIR, written and oral testimony given at meetings and hearings, and submission of comments from the public, organizations and regulatory agencies, the following environmental impacts associated with the Project are: 1) less than significant and do not require mitigation; or 2) potentially significant and but can be avoided or reduced to a level of insignificance through the identified mitigation measures. This document contains the findings required under the California Environmental Quality Act ("CEQA") (Public Resources Code, §§ 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, title 14, §§15000 et seq.).

Public Resources Code section 21081.6 requires the District to prepare and adopt a mitigation monitoring and reporting program for any project for which mitigation measures have been imposed to assure compliance with the adopted mitigation measures. The District is adopting a Mitigation Monitoring and Reporting Program for the Project.

No comments made in the public hearing conducted by the Board or any additional information submitted to the District has produced any substantial new information requiring recirculation or additional environmental review of the Final EIR under CEQA because no new significant environmental impacts were identified, no substantial increase in the severity of any environmental impacts would occur, and no feasible Project mitigation measures or Project alternatives as defined in State CEQA Guidelines section 15088.5 were rejected. Additionally, no substantial evidence exists which indicates that any of the circumstances described in State CEQA Guidelines section 15162 would require preparation of a subsequent or supplemental EIR.

The EIR concluded that the following impacts were less than significant without mitigation:

- Aesthetics (Draft EIR, at pp. 2-6 to 2-7; Appendix A.)
- Agricultural and Forest Resources (Draft EIR, at p. 2-7; Appendix A.)
- Biological Resources (Draft EIR, at pp. 2-7 to 2-8; Appendix A.)
- Geology and Soils (Draft EIR, at pp. 2-8 to 2-11; Appendix A.)

- Hazards and Hazardous Materials (Draft EIR, at pp. 2-11 to 2-14; Appendix A.)
- Hydrology and Water Quality (Draft EIR, at pp. 2-15 to 2-18; Appendix A.)
- Land Use and Planning (Draft EIR, Section 4.3.)
- Mineral Resources (Draft EIR, at p. 2-18; Appendix A.)
- Population and Housing (Draft EIR, at pp. 2-18 to 2-19; Appendix A.)
- Public Services (Draft EIR, at pp. 2-19 to 2-20; Appendix A.)
- Recreation (Draft EIR, at p. 2-20; Appendix A.)
- Transportation and Traffic (Draft EIR, at pp. 2-20 to 2-21; Appendix A.)
- Utilities and Service Systems (Draft EIR, at pp. 2-21 to 2-23; Appendix A.)

CEQA does not require findings for impacts that are less than significant. Nevertheless, the Board hereby finds that these impacts are less than significant for the reasons set forth in the EIR.

As indicated above, the Project will not result in any significant land use conflicts. Section 4.3 of the Draft EIR contains an exhaustive analysis of land use plans governing the project area, and concludes that the Project is consistent with such plans. The Board expressly adopts that analysis as its own. While the Board, in Resolution 09-10/11, exempted itself from regulation by the City, that resolution does not result in any land use conflicts for the reasons explained in Section 4.3 of the EIR. Furthermore, the Board's use of the exemption in Section 53094 of the Government Code is appropriate because the Project includes classroom facilities. Though the Project would also provide administrative offices on upper floors, administrative offices directly support the District's educational and classroom functions. Thus, the Project will not result in any adverse land use impacts.

SECTION II POTENTIALLY SIGNIFICANT EFFECTS THAT HAVE BEEN MITIGATED BELOW A LEVEL OF SIGNIFICANCE WITH THE ADOPTION OF MITIGATION MEASURES

The Board of Trustees finds that the following environmental impacts identified in the EIR are potentially significant but can be mitigated to a less than significant level. The potentially significant impacts and the mitigation measures which will reduce them to a less than significant level are contained in the EIR and are summarized as follows:

A. AIR QUALITY

Air Quality Impact

The project would not violate short-term or long-term air quality standards.

Finding

CEQA does not require mitigation for impacts that are less than significant; nevertheless, changes or alterations have been required in, or incorporated into, the Project which further reduce this already less than significant effect.

Rationale

The project would result in emissions from construction equipment during the construction phase. Further, there would be long-term regional emissions associated with project-related vehicular trips. The project's air quality analysis indicates that anticipated air pollutant emissions from both construction and operation of the project will not exceed applicable SCAQMD thresholds, so no violations of federal or state air quality standards will occur. The project air quality analysis did identify a number of measures that should be implemented to ensure that construction-related emissions would remain below less than significant levels. Measures AQ-1 through AQ-7 will thus be implemented to further reduce constructed-related emissions to the extent feasible. (Draft EIR, at pp. 4.1-16 to 4.1-20.)

Mitigation Measures

- AQ-1 RCCD, through its Prime Contractor, shall implement the following additional dust suppression measures as outlined in the SCAQMD CEQA Air Quality Handbook:
- Revegetate or cover disturbed areas as quickly as possible (i.e., within 30 days of the completion of disturbance) to the extent practical.
 - Monitor wind speeds onsite and suspend excavation and grading operations when wind speeds (as instantaneous gusts) exceed 25 mph.
 - Sweep all adjacent streets once per day if visible soil materials are carried to adjacent streets (recommend using water sweepers with reclaimed water if available).
 - Install wheel washers where vehicles enter and exit unpaved areas onto paved roads, or wash trucks and any equipment leaving the site.
 - Pave, water, or chemically stabilize all disturbed areas on site as soon as feasible.
 - Minimize visible dust generated by clearing, grading, earthmoving, or excavation operations.
- AQ-2 RCCD, through its Prime Contractor, in consultation with the grading contractor, shall select construction equipment to be used on site based on both low-emission factors and high energy efficiency. The Construction Contractor shall ensure that construction grading plans include a statement that all construction equipment will be tuned and maintained in accordance with the manufacturer's specifications

- AQ-3 RCCD, through its Prime Contractor, shall ensure that all trucks will not idle continuously for more than 5 minutes at any one time.
- AQ-4 RCCD, through its Prime Contractor, shall utilize electric or alternative-fuel-powered equipment in lieu of gasoline- or diesel-powered engines where feasible.
- AQ-5 RCCD, through its Prime Contractor, shall ensure that construction grading plans include a statement that work crews will shut off “idle” equipment (i.e., not in use for more than five minutes at a time).
- AQ-6 RCCD, through its Prime Contractor, shall time construction activities so as to not interfere with peak-hour traffic and minimize obstruction of through traffic lanes adjacent to the site; if necessary, a flagperson shall be retained to maintain safety adjacent to existing roadways.
- AQ-7 RCCD, through its Prime Contractor, shall encourage ridesharing and transit incentives for all project construction crews to the greatest extent feasible and in compliance with RCCD’s standard contracting requirements.

B. CULTURAL RESOURCES

Archeological Resources Impact

The project could cause an adverse impacts to archeological resources.

Finding

Changes or alterations have been required in, or incorporated into, the Project which mitigates this effect below a level of significance.

Rationale

The project site is located within an urbanized area that has been previously graded and developed. The majority of parcels in the project area, including the site, were developed for residential or commercial use by the 20th century. There have been extensive ground disturbances that have occurred within the project area over the past 150 years, indicating there has been significant historical use in the vicinity of the project site. While no surface artifacts were recovered during the archaeological field survey, review of the pertinent Sanborn maps (1884, 1895, 1908, and 1952) show that within slightly more than a decade after the founding of the City of Riverside, a structure had been built on the project site and the location has continued to be utilized to the present day. Therefore, the project is considered moderately sensitive for subsurface cultural resources.

The construction of the proposed project would require soil disturbances and digging to construct the parking structure and building foundations; therefore, there is some potential to uncover previously undiscovered archaeological resources and mitigation is required. In order to avoid the loss or destruction of undiscovered (buried) Native American artifacts, funerary objects, and other cultural resources located on the project site, the proposed project will require the immediate cessation of all construction and excavation in any area where such cultural resources are discovered. RCCD shall further require that its agents conform to the requirements of CEQA Guidelines Section 15064.5(e) and that they contact the NAHC in order to inform it of the discovery and to arrange for potential identification and preservation of the cultural resources pursuant to California Public Resources Code Section 5097.98. Implementation of the following mitigation will reduce this potential significant impact to a less than significant level. (Draft EIR, at p. 4.2-12.) Pursuant to California Health and Safety Code (Section 7050.5), if human remains are discovered on site, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98, including coordination with local Native American Indians, if the remains are prehistoric.

Mitigation Measure

CUL-3 Because the level of sensitivity for archaeological resources in the City of Riverside General Plan EIR for the project area is “unknown,” an approved Monitoring and Unanticipated Discovery Plan that complies with the requirements of CEQA will be prepared prior to ground disturbance. If any archaeological resources are discovered during excavation, work shall be halted in that area until a qualified archaeologist can be retained to evaluate the discovery and the procedures outlined in the Monitoring and Unanticipated Discovery Plan can be implemented. If necessary, this work will be coordinated with local Native American tribes, depending on the nature of the discovery.

Paleontological Impacts

The project could directly or indirectly destroy a unique paleontological or geological feature.

Finding

Changes or alterations have been required in, or incorporated into, the Project which mitigates this effect below a level of significance.

Rationale

The project site is located within an urbanized area and has been previously graded and developed. Any surficial paleontological resources that may have existed at

one time have likely been unearthed or disturbed as a result of previous site development. However, the 2003 Riverside County Integrated Project General Plan Paleontological Sensitivity Areas mapping for the vicinity indicates a designation of “Ha” underlying the project site area. The “Ha” designation indicates that sediments are sensitive for paleontological resources until crystalline bedrock is reached during excavation/soil disturbance. The construction of the proposed project would require soil disturbances and digging to construct the parking structure and building foundations; therefore, there is some potential to uncover previously undiscovered paleontological resources. The following mitigation will reduce that impact to a less than significant level. (Draft EIR, at pp. 4.2-12 to 4.2-13.)

Mitigation Measures

- CUL-4 Prior to the issuance of grading permits, the prime contractor shall submit to and receive approval from the RCCD, a Paleontological Resource Impact Mitigation Program (PRIMP). The PRIMP shall include the provision of a trained paleontological monitor during on-site soil disturbance activities. The monitoring for paleontological resources shall be conducted on a half-time basis during the rough-grading phase of the project. In the event that paleontological resources are unearthed or discovered during excavation, Mitigation Measures CUL-5 and CUL-6 shall apply. Conversely, if no paleontological resources are unearthed or discovered on site during excavation, no additional mitigation is required.
- CUL-5 If any paleontological resources are discovered during excavation, work shall be halted in that area until a qualified paleontologist can be retained to evaluate the discovery and the procedures outlined in the PRIMP can be implemented. The paleontological monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation to an offsite location. During monitoring, samples of soil shall be collected and processed to recover micro vertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains.
- CUL-6 If paleontological resources are unearthed or discovered during excavation of the project site, the monitoring for paleontological resources shall be conducted on a full-time basis for the duration of the rough-grading of the project site. The following recovery processes shall apply:
- Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques.
 - All fossils collected during the project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified

shall be provided to the museum repository along with the specimens.

- A report documenting the results of the monitoring and salvage activities and the significance of the fossils shall be prepared.
- All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository (such as the Western Science Center or the Riverside Metropolitan Museum).

C. GEOLOGY/SOILS

Soil Stability Impacts

The project could expose people to potential impacts involving collapse of excavated pits.

Finding

CEQA does not require mitigation for impacts that are less than significant; nevertheless, changes or alterations have been required in, or incorporated into, the Project which further reduce this already less than significant effect.

Rationale

Development of the site would require excavation of on-site soils to construct the underground parking structure. During excavation and construction of the underground parking structure, the potential exists for collapse of the excavated pit walls that could injure or kill construction workers. The construction plans will be reviewed by State of California Division of the State Architect (DSA) to ensure that adequate shoring structures are implemented to eliminate collapse of the excavated pit walls during project construction. The shoring structures shall comply with the California Building Code (CBC) and any other applicable standards dictated by the DSA and this would ensure that construction measures are implemented to eliminate collapse of the excavated pit walls during project construction. (Draft EIR, at pp. 2-10.)

Mitigation Measures

- GEO-1 The DSA will require construction measures that would meet and exceed the seismic safety standards set forth in the CBC. Adherence to these existing, required measures will reduce impacts associated with lateral spreading to less than significant levels.
- GEO-2 The construction plans shall be reviewed by DSA to ensure that adequate shoring structures are implemented to eliminate collapse of the excavated pit walls during project construction.

GEO-3 The shoring structures shall comply with CBC and any other applicable standards dictated by the DSA. As part of DSA's review of the structural design and safety, the engineering plans will be reviewed for structural integrity and safety by DSA. This will minimize the potential for collapse of the excavated pit walls during project construction.

D. GREENHOUSE GAS EMISSIONS

Impact Related to Greenhouse Gas Emissions

The project would generate greenhouse gas (GHG) emissions, directly and indirectly.

Finding

CEQA does not require mitigation for impacts that are less than significant; nevertheless, changes or alterations have been required in, or incorporated into, the Project which further reduce this already less than significant effect.

Rationale

GHG emissions associated with the project would occur over the short term from construction activities, consisting primarily of emissions from equipment exhaust. There would also be long-term regional emissions associated with project-related vehicular trips and stationary source emissions, such as natural gas used for heating. The project will produce approximately 2,200 metric tons per year of CO₂e. Project-related CO₂ emissions and their contribution to global climate change impacts in the State of California are less than significant and less than cumulatively considerable because: (1) the project's impacts alone would not cause or significantly contribute to global climate change, (2) the net increase in air pollutant emissions would not exceed the SCAQMD thresholds for criteria pollutants, and (3) the project would not conflict with any applicable plans related to the reduction of greenhouse gas emissions. Therefore, the project's contribution to GHG emissions is less than significant. Nevertheless, to further reduce the effects of GHG emissions, the project will implement measure GHG-1. (Draft EIR, at pp. 4.5-17 to 4.5-22.)

Mitigation Measures

GHG-1 Prior to occupancy of the project, RCCD shall incorporate the following conceptual design criteria into project buildings and facilities to the extent applicable and practical:

Energy Efficiency Measures

- Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping;

- Install efficient lighting and lighting control systems that are more efficient than required under Title 24;
- Install light-colored pavements and cool roofs; and
- Install solar or light-emitting diodes (LEDs) for outdoor lighting.

Water Conservation and Efficiency Measures

- Devise a comprehensive water conservation strategy appropriate for the project and location. The strategy may include the following, plus other innovative measures that might be appropriate:
 - Create water-efficient landscapes within the development;
 - Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls;
 - Use reclaimed water for landscape irrigation within the project if available;
 - Install the infrastructure to deliver and use reclaimed water if available; and
 - Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.

Solid Waste Measures

- Reuse and recycle construction waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);
- Provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas; and
- Provide employee education about reducing waste and available recycling services.

E. HAZARDS AND HAZARDOUS MATERIALS

Impacts Related to Hazards and Hazardous Materials

The project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials.

Finding

Changes or alterations have been required in, or incorporated into, the Project which mitigates this effect below a level of significance.

Rationale

Implementation of the proposed project would result in the demolition of two of the existing buildings and removal of the façade of the existing Heiting Building and

construction of approximately 98,200 square feet of new building space, a parking structure, and various infrastructure improvements. Demolition and operation of the new facilities may result in the accidental release of hazardous materials. Exposure to hazardous materials during the operation of the proposed on-site uses may result from (1) the improper handling or use of hazardous substances; (2) transportation accident; or (3) an unforeseen event (e.g., fire, flood, or earthquake). The severity of any such exposure is dependent upon the type and amount of the hazardous material involved; the timing, location, and nature of the event; and the sensitivity of the individual or environment affected.

As with any operation in which hazardous materials are utilized, any on-site activity involving hazardous substances must adhere to applicable local, state, and federal safety standards, ordinances, or regulations. Businesses engaged in the use, storage, or transportation of hazardous substances is monitored by various local (e.g., the City of Riverside Fire Department) and State (e.g., Department of Toxic Substance Control) entities. Compliance with applicable regulations will ensure impacts associated with the use, transport, storage and sale of hazardous materials will be less than significant.

RCCD is in compliance with both state and federal requirements and has a Hazardous Materials Business Emergency Plan (HMBEP) Facility Certification # FA0018086 filed and approved by the City of Riverside Fire Department. The handling of hazardous materials in accordance with the HMBEP and compliance with applicable regulations and mitigation measures HAZ-1 and HAZ-2 would ensure that impacts associated with environmental and health hazards related to a foreseeable or accidental release of hazardous materials are less than significant. The following mitigation measures will be implemented to reduce the potential impacts associated with Asbestos Containing Materials and Lead Based Paint. (Draft EIR, at pp. 2-11 to 2-14.)

Mitigation Measures

HAZ-1 Prior to the renovation or demolition of any structure built prior to 1963, an asbestos inspection for Asbestos Containing Building Materials (ACM) shall be conducted by a California Site Surveillance Technician (CSST) registered by the California Division of Occupational Health and Safety (CalOSHA) for ACM. The purpose of the ACM inspection is to locate and identify suspected ACM that will be impacted during the demolition portion of the project. Once a visual inspection is performed, representative asbestos samples (if present) shall be collected in accordance with the USEPA established guidelines document, "Guidance for Controlling Asbestos-Containing Materials in Buildings (USEPA 560/5-85-024, 1985) and USEPA 40 CFR Part 763 "Asbestos-Containing Materials in Schools, Final Rule." After sampling, ACM shall be abated/removed from the project site by a California State Registered Asbestos Abatement Contractor registered by the Division of Occupational Health and Safety (OSHA) in accordance with the California Administrative Code, Title 8, and

article 2.5. and in adherence to the South Coast Air Quality Management District (SCAQMD) Asbestos Hazard Emergency Response Act (AHERA) pursuant to CFR Chapter 40, Part 763, subpart E.

- HAZ-2 Prior to disturbance of building materials or renovation or demolition of any structure in the project, a Lead-based Paint (LBP) X-ray Fluorescent (XRF) survey will be conducted in accordance with Federal HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards" and OSHA regulations (Standards-29 CFR 1926.62 APP. A) applicable to workers potentially exposed to lead through inhalation by a CalOSHA Certified Site Surveillance Technician (CSST). An LBP abatement plan shall be prepared consistent with those standards based upon this inspection.
- HAZ-3 Prior to the renovation or demolition of any structure built prior to 1963, a State of California licensed Professional Geotechnical Engineer shall complete an updated Phase I Environmental Site Assessment for the project site.
- HAZ-4 Prior to renovation or demolition of any structure with an elevator, the elevator equipment and subsoil area surrounding the elevators shall be assessed for possible leaks by a California licensed Hazardous Substances Removal classified inspector. The inspector will utilize visual inspection to identify and quantify Universal Waste Rule materials. A CalOSHA licensed Hazardous Materials Substances Removal contractor shall dispose of any hazardous materials identified by the inspector.
- HAZ-5 Due to the age of the Plaza Hotel structure proposed for demolition (prior to 1960), the Polychlorinated Biphenyls (PCB) content in older fluorescent light fixtures shall be evaluated prior to removal and proper disposal of the fixtures by a CalOSHA Certified Site Surveillance Technician (CSST). The CSST will utilize visual inspection to identify and quantify Universal Waste Rule materials (e.g., PCB ballasts, Florescent light tubes, mercury switches). A CalOSHA licensed Hazardous Materials Substances Removal contractor shall dispose of any hazardous materials identified by the CSST.
- HAZ-6 If the updated Phase I Environmental Assessment reveals underground tanks in the project site area, prior to the issuance of the Certificate of Occupancy, RCCD shall prepare and submit a Spill and Emergency Response Plan (SERP) to the City of Riverside Fire Department for approval. The SERP shall consider fire response, absorbents for surface leaks, methods and schedule for removal of fuel or other hazardous material from leaking primary containers, and report of a release to the underlying soils or drainage channels. A copy of the SERP shall be maintained and made available for review at the project site and the

Riverside City Campus. With the completion of an updated Phase I, disposition of possible underground tanks will become known and managed safely by RCCD staff.

F. NOISE

Construction Noise Impacts

The project would cause short-term construction noise.

Finding

Changes or alterations have been required in, or incorporated into, the Project which mitigates this effect below a level of significance.

Rationale

Construction-related noise has a potential to affect users of White Park, a sensitive receptor approximately 80 feet south of the project site. Construction will include excavation for an underground parking structure, but construction will use shoring instead of pile driving, so construction noise can be maintained within City standards with the application of mitigation measures NOI-1 through NOI-4. Because construction activities would occur within the hours specified in the City's Municipal Code, no significant short-term construction-related noise impacts would occur with implementation of the recommended mitigation measures. (Draft EIR, at pp. 4.4-9 to 4.4-11.)

Mitigation Measures

- | | |
|-------|---|
| NOI-1 | RCCD, through its Prime Contractor, shall restrict construction activities to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, 8:00 a.m. to 5:00 p.m. on Saturdays, and shall prohibit work on Sundays and federal holidays, consistent with City noise restrictions. |
| NOI-2 | RCCD, through its Prime Contractor, shall ensure that all grading and construction equipment, fixed or mobile, shall have properly operating and maintained mufflers consistent with manufacturers' standards. |
| NOI-3 | RCCD, through its Prime Contractor, shall place all stationary construction equipment so that emitted noise is directed away from White Park (i.e., closest sensitive receptor) to the extent practical or feasible. |
| NOI-4 | RCCD, through its Prime Contractor, shall stage equipment in areas as far as practical from White Park (i.e., closest sensitive receptor) to create the greatest distance between construction-related noise sources and the |

closest noise-sensitive receptor to the project site during all project construction.

Traffic Noise Impacts

The project would have long-term project-related traffic noise impacts.

Finding

Changes or alterations have been required in, or incorporated into, the Project which mitigates this effect below a level of significance.

Rationale

Project-related traffic will cause incremental increases in noise levels within the project area. Noise levels are not expected to exceed those estimated in the City's General Plan Noise Element, although some of the classrooms and other project spaces facing Market Street may have elevated noise levels, and requires mitigation to reduce noise exposure of project users. With implementation of Mitigation Measure NOI-5, no significant traffic noise impacts would occur on existing land uses from operation of the proposed project. (Draft EIR, at pp. 4.4-11 to 4.4-16.)

Mitigation Measures

NOI-5 RCCD, through its Prime Contractor, shall install an air conditioning system or some form of mechanical ventilation for any rooms directly exposed to Market Street traffic prior to occupancy of the project.

G. TRANSPORTATION AND TRAFFIC

Traffic Hazard Impacts

The project could be hazardous to pedestrians and bicycles on adjacent streets during construction.

Finding

Changes or alterations have been required in, or incorporated into, the Project which mitigates this effect below a level of significance.

Rationale

Demolition and construction activities will occur on-site as a result of the proposed project. These activities have the potential to affect pedestrians using the sidewalks adjacent to the site, bicyclists and traffic along adjacent roadways. This is a

potentially significant impact of the proposed project will be less than significant with the implementation of the following mitigation measure. (Draft EIR, at pp. 2-20 to 2-21.)

Mitigation Measures

TRA-1 Prior to the start of construction, the RCCD shall prepare a Traffic Mitigation Plan (TMP) for review and comment by the City. The TMP shall address traffic, parking, pedestrian access, and bicycle access on adjacent streets during project construction, including any off-site parking areas, rerouting of pedestrian or bicycle lanes or paths, and lane closures if needed. Flag persons with radio communication shall be utilized if needed to coordinate and help minimize traffic disruption or interference with existing travel lanes to the greatest extent practical.

SECTION III SIGNIFICANT AND UNAVOIDABLE EFFECTS

The Board of Trustees finds that the following environmental impacts identified in the EIR are significant and, despite the implementation of all feasible mitigation measures, cannot be mitigated to a less than significant level. The Board of Trustees' reasons for finding these significant effects to be acceptable are set forth in the Statement of Overriding Considerations below in Section V. The significant impacts and the mitigation measures which will substantially lessen those impacts are contained in the EIR and are summarized as follows:

A. CULTURAL RESOURCES

Impact CR-1

The project would cause a significant adverse change to historical resources.

Finding

Changes or alterations have been required in, or incorporated into, the Project which mitigates this effect, but not to a less than significant level. Specific economic, legal, social, technological, or other considerations, make infeasible any other mitigation measures or alternatives not incorporated into the Project.

Rationale

The project properties include the Heiting Building and the Riverside Community College District Systems office at 3835–3855 Market Street (APN 215-032-002) and the former Plaza Hotel at 3801–3823 Market Street/3824–3832 University Avenue (APN 215-032-006). In conjunction with development of the Riverside City College (RCC) Culinary Arts and District Office Building project, two of the buildings (3835 Market

Street and 3801–3823 Market Street/3824–3832 University Avenue) are proposed to be demolished. In their place, a three-story building and a two-story sub grade parking structure beneath the three-story building will be constructed. The Heiting Building (3855 Market Street) will be preserved and renovated to accommodate an art gallery and offices. A design-build shoring system will be designed, submitted, and approved for the excavation work and will be installed per construction means and methods in coordination with excavation so as not to affect the existing foundation of adjacent buildings. (See Final EIR Appendix G, p. G-9.) This assessment is based on the criteria for significance found in the City's Cultural Resources Ordinance (Riverside Municipal Code, Title 20).

The assessment included a cultural resources records search, field surveys, and research to identify archaeological and historical resources that may be eligible for listing in the National Register of Historic Places (National Register), the California Register of Historical Resources (California Register), or for local designation. In addition, two previous studies completed in 2005 were also reviewed. One study found that the building at 3801–3823 Market Street/3824–3832 University Avenue (33-14716) was eligible for local designation as a Structure of Merit and the other determined that the 1926 Heiting Building at 3855 Market Street is eligible for local designation as a Landmark. Although the Heiting Building currently has a modern (1961) curtain wall façade, a historic architect and a noted restoration specialist both have examined the building and the 1961 curtain wall plans and separately concluded that it appears possible to carefully remove the curtain wall and reveal the original building. Each also speculated that the original façade may be fairly intact.

The project's cultural report concluded that none of the buildings meet the criteria for listing in the California Register of Historical Resources (California Register). However, the buildings at 3801–3823 Market Street/3824–3832 University Avenue (33-14716) and 3855 Market Street were previously evaluated (2005) as eligible for designation under the local ordinance as a Structure of Merit and a Landmark, respectively, and the current project cultural assessment concurred with the previous evaluations. Therefore, both of these buildings are considered "historical resources," under CEQA and changes to those resources would be significant. The following mitigation measures will lessen that significant effect, but not to a less than significant level. (Draft EIR, at pp. 4.2-12 to 4.2-13.)

Mitigation Measures

- CUL-1 RCCD will conduct the following activities relative to identified historical structures:
- 3801–3823 Market Street/3824–3832 University Avenue, former Plaza Hotel, which replaced the Holyrood Hotel. RCCD shall investigate whether it is feasible to preserve and/or adaptively reuse this building, consistent with the Secretary of Interior's Standards for Rehabilitation. If it is determined the building must be demolished for economic or safety

reasons, RCCD shall retain an architectural historian to document the building prior to demolition based on the Secretary of the Interior's Professional Qualification Standards, equivalent to Level III of the Historic American Buildings Survey (HABS). The documentation shall include 35-millimeter (35 mm) archival quality black-and-white photographs of all exterior elevations, interior views, character-defining features, and context views, a site plan showing the view of photographs and the building footprint, and any available archival material, including historic photographs, newspaper articles, and architectural drawings. A copy of the current report will satisfy the written data requirement. A copy of the HABS documentation shall be submitted to the City of Riverside Planning and Community Development Department and the Riverside Public Library Local History Resource Center in Riverside, California. Local preservation groups, including the Old Riverside Foundation, shall be given written notice and 30 days to salvage reusable parts of the building upon receiving written authorization from RCCD.

3855 Market Street (Heiting Building), former Citrus Belt Savings and Loan Association. RCCD shall investigate whether it is feasible to preserve and/or adaptively reuse this building to the extent practical, consistent with the Secretary of Interior's Standards for Rehabilitation. If project plans change and it is determined the building must be demolished for economic or safety reasons, RCCD shall retain an architectural historian prior to demolition to supervise removal of the aluminum louvers and plaster backing (as opposed to the steel beams that support the screen) on the front elevation in such a way that the elevation can be documented and evaluated on State of California Department and Parks and Recreation (DPR) 523 forms by an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards. Prior to demolition, documentation equivalent to Level III of the Historic American Buildings Survey (HABS) shall be completed by the architectural historian. The HABS-like documentation shall include 35-millimeter (35 mm) archival quality black-and-white photographs of all exterior elevations, interior views, character-defining features, and context views; a site plan the view of photographs and the building footprint; and any available archival material, including historic photographs, newspaper articles, and architectural drawings. A copy of the current report will satisfy the written data requirement. A copy of the HABS documentation shall be submitted to the City of Riverside Planning and Community Development Department and the Riverside Public Library Local History Resource Center in Riverside, California.

The building shall be demolished in a way that makes it possible to photograph and salvage intact portions of the Churrigueresque decoration. If physically and economically feasible, these portions shall be preserved and incorporated into the design of the campus. If intact portions of the

Churrigueresque decoration remain available after this work, local preservation groups, including the Old Riverside Foundation, shall be given written notice and 30 days to salvage reusable parts of the building upon receiving written authorization from RCCD.

RCCD shall install a plaque that includes a description and historic images of the building at the site prior to occupancy of the structure.

Since releasing the Draft EIR, RCCD has reconsidered the 90 days for salvaging reusable parts and proposes reducing the period to 30 days. This change reduces the amount of time available for removing reusable parts, but will not materially impact the local preservation groups' collection of those parts. Notwithstanding this modification, the level of significance will remain unchanged because the preservation groups still will be able to effectively salvage reusable parts, and the same significant and unavoidable effects to the historic resources will remain.

CUL-2 Prior to approval of final building plans, RCCD shall include exterior architectural treatments for all new project buildings to ensure that they are "architecturally compatible with and complementary to the existing architectural and historic fabric" per City Land Use Objective LU-48, to the greatest extent practical. Furthermore, the architectural design of the proposed new building shall be consistent with the Secretary of Interior's Standards for Rehabilitation's Standards (9) and (10).

SECTION IV RESOLUTION REGARDING ALTERNATIVES

When significant impacts can be mitigated by the adoption of mitigation measures, the lead agency has no obligation to consider the feasibility of alternatives with respect to that impact in its findings, even if the alternative would mitigate the impact to a greater degree than the Project. (Pub. Resources Code, § 21002; Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 730-731; Laurel Heights Improvement Association v. Regents of the University of California (1988) 47 Cal.3d 376, 400-403; Laurel Hills Homeowners Association v. City Council (1978) 83 Cal.App.3d 515, 521.) Here, the District has adopted mitigation measures to avoid or substantially lessen all of the potentially significant environmental impacts identified in the Final EIR. Therefore, the District need not address alternatives in these findings. Nevertheless, the following demonstrates the District's compliance with CEQA in analyzing alternatives in the EIR and makes findings rejecting Alternatives 1 through 4 as infeasible.

Notably, the District's consideration of alternatives in the EIR and its determinations regarding the feasibility of those alternatives involve two separate duties. (See, e.g., Native Plant, *supra*, 177 Cal.App.4th at 981.) First, the EIR must analyze a reasonable range of potentially feasible alternatives that could avoid or minimize the

significant effects of the proposed project. Second, if the District chooses to adopt a project alternative that will result in significant effects, it must first determine whether any of the potentially feasible alternatives analyzed in the EIR are, in fact, feasible.

Project Objectives

The purpose of the proposed project is to:

- Accommodate RCCD's Culinary Arts program in an RCCD-owned facility for its Culinary Arts program that is well established, growing, and is also one of the priority areas as established in the RCCD's Master Plan.
- Consolidate RCCD's administrative offices and staff to promote efficiency and freeing up of the central campus facilities and space for other purposes.
- Repurpose the Heiting Building for a supportive use as an art gallery and archival center.
- Maximize the use of RCCD's property for educational and administrative purposes.

Significant Effects of the Project

An EIR must include a discussion of alternatives to the proposed project. (Pub. Resources Code, § 21100(b)(4).) The State CEQA Guidelines explain that the purpose of the alternatives discussion is to "focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project". As described above, the Project's only significant and unavoidable impact is to potential local historic resources.

Alternatives Rejected From Analysis

In determining an appropriate range of alternatives to be evaluated in the EIR, possible alternatives were considered and rejected because they could not accomplish the basic objectives of the project as listed above, or they were determined to be infeasible. State CEQA Guidelines Section 15126.6(c) provides that factors that may be considered when addressing the feasibility of alternatives include failure to meet most of the stated project objectives, physical, financial or other restrictions, or inability to avoid significant environmental effects.

Off-site Alternative

Based on Section 15126.6 of the CEQA Guidelines, the Off-site Location Alternative was rejected based on the criteria of not being reasonable or not feasibly attaining most of the basic objectives of the project while reducing or avoiding any of the

significant effects of the proposed project. The reason or reasons for not selecting the rejected alternative are discussed below.

Under CEQA, factors that may be considered when addressing the feasibility of alternatives, including the off-site location alternative, include the suitability of the site; economic viability; availability of infrastructure; General Plan consistency; other plans or regulatory limitations; jurisdictional boundaries; and whether the project proponent can reasonably acquire, control, or otherwise have access to the alternative site.

Locating the proposed project on another site would most likely achieve the project objectives stated above. As stated in the CEQA Guidelines (§15126.6[f][2]), "...The key questions and first step in analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or lessen any of the significant effects need to be considered for inclusion in the EIR." The analysis of alternative sites included 1) inquiries into the availability of the sites under the control of the RCCD that could accommodate the proposed use, and 2) an assessment of sites that would also be suitable for the development as proposed.

The analyses in Section 4.0 of the EIR determined that the project could have a significant impact on a local historical resource (i.e., former Plaza Hotel), even after implementation of applicable laws, regulations, and recommended mitigation measures. However, extensive review of District property indicates there is no appropriate location for the proposed project elsewhere on another existing RCCD campus, and the District does not own any property that could house this project. While an alternative site would eliminate the one significant impact of this project, there are no feasible sites physically or economically available to the District to support the project. Therefore, the District finds that alternative sites are infeasible.

Increased Instructional Space Alternative

This alternative includes demolition of the RCCD System Office located at 3835 Market Street, no demolition of the former Plaza Hotel (3801–3823 Market Street/3824–3832 University Avenue), rehabilitation of the Heiting Building located at 3855 Market Street and construction of a parking structure between the Plaza Hotel and the Heiting Building. The Heiting Building and Plaza Hotel would be rehabilitated to accommodate classroom and other instructional uses to the Division of State Architect (DSA) Standards.

Based on Section 15126.6 (f) (1) of the CEQA Guidelines, the Increased Instructional Space Alternative was rejected based on the criteria of not being reasonable or not feasibly attaining most of the basic objectives of the project while reducing or avoiding any of the significant effects of the proposed project. The reason or reasons for not selecting the rejected alternative are discussed below.

As noted above, based on Section 15126.6 of the CEQA Guidelines the factors that may be taken into account when addressing the feasibility of alternatives was utilized for the selection of alternatives. The existing Plaza Hotel is approximately 12,500 square feet and the Heiting Building is approximately 10,600 square feet. By combining the square footage of the two structures, there would be approximately 23,100 square feet for instructional use; however, the site is not physically suitable to accommodate the planned Culinary Arts Program for 301 students, and other shared classrooms. In addition, there would be no room to house the consolidated RCCD administration facilities in the Former Plaza Hotel and Heiting Building structures over and above space allocated to instructional uses, thus not achieving one of the project objectives. This option also would involve construction of a parking garage able to accommodate 100 parking spaces on the 0.147-acre existing parcel that currently houses the RCCD System Office. This parking garage could be multiple subterranean or at grade and elevated levels.

The analyses in Section 4.0 of the EIR determined that the project could have a significant impact on a local historical resource (i.e., the former Plaza Hotel), even after implementation of applicable laws, regulations, and recommended mitigation measures. However, utilizing the former Plaza Hotel and the Heiting Building for classroom and other instructional uses and construction of a multi-level parking structure on the parcel currently occupied by the RCCD System Building is not a suitable use of the site as it is too small to accommodate the planned uses of the project to achieve the objectives of the project. While rehabilitation of the Plaza Hotel and the Heiting Building for instructional use would eliminate the one significant impact of this project, rehabilitation of the existing Plaza Hotel and Heiting buildings to DSA standards to accommodate instructional uses would be economically infeasible. The Increased Instructional Space alternative is not physically suitable to the project site nor does this alternative meet the objectives of the proposed project. Therefore, the District finds that the Increased Instructional Space alternative is infeasible.

Demolish the Plaza Hotel Replacement Alternative

This alternative would propose to demolish and replace the Plaza Hotel with a new parking structure or new building, mimicking the exterior of the Plaza Hotel. Similar to the proposed project, the RCCD System Office would still be demolished and a structure for instructional and administrative office use and a parking structure supporting the instructional/office use would be constructed. The Heiting Building would be renovated and repurposed as a gallery and storage space for the Mine Okubo, RCCD and loaned art collections, similar to the proposed project.

Based on Section 15126.6(f)(1) of the CEQA Guidelines, the Plaza Hotel Replacement Alternative was rejected based on the criteria of not being reasonable or not feasibly attaining most of the basic objectives of the project while reducing or avoiding any of the significant effects of the proposed project. The specific reason or reasons for not selecting this alternative for further consideration are discussed below.

The factors that may be taken into account when addressing the feasibility of alternatives were utilized for the selection of alternatives. Mimicking the outward appearance or style of the demolished Plaza Hotel, although outwardly continuing the Downtown vicinity characteristics, does not adhere to the Secretary of the Interior's Standards for Rehabilitation as adopted as part of the Design Guidelines of the Downtown Specific Plan (DSP) [Chapter 15], which is applicable to this project via the General Plan, and therefore does not eliminate the impacts to local historic structures. The Plaza Hotel Replacement Alternative is rejected as infeasible due to General Plan inconsistency relative to the proposed project.

(Draft EIR, at pp. 6-2 to 6-3.)

Findings Rejecting Alternatives

Section 21002 of the Public Resources Code provides that "public agencies should not approve projects as proposed if there are feasible alternatives ... available which would substantially lessen the significant environmental effects of such projects[.]" The alternatives analyzed in the EIR are only potentially feasible. The ultimate determination of the feasibility of project alternatives, however, is to be made by the decision making body, here, the Board of Trustees. (Native Plants, supra, 177 Cal.App.4th at 999.) In determining the ultimate feasibility of project alternatives, the Board may consider whether "[s]pecific economic, legal, social, technological, or other considerations ... make infeasible the ... alternatives identified in the environmental impact report." (Pub. Resources Code, § 21081(a)(3).) "Broader considerations of policy thus come into play when the decision making body is considering actual feasibility than when the EIR preparer is assessing potential feasibility of the alternatives." (Native Plants, supra, 177 Cal.App.4th at 1000.) Similarly, the Board may properly reject alternatives based on their inability to satisfy project objectives. (Jones v. Regents of University of California (2010) 183 Cal. App. 4th 818, 828-829.)

Alternative 1: No Project

Under the No Project Alternative, the site would be left in its existing condition with the continuation of the District's administrative functions in the RCCD System office. The Plaza Hotel and the RCCD System office would not be demolished and the Heiting Building would be left intact with the passive use as a storage facility.

The Board of Trustees hereby rejects the No Project Alternative as infeasible for the following reasons:

1. The No Project Alternative does not satisfy the project objective of improving existing structures and thereby provides no new opportunity to allow the Culinary Arts Program to continue to grow and by not allowing implementation of the Program, this alternative does not satisfy one of RCCD's Master Plan priorities. (Draft EIR, at p. 6-7.)

2. The No Project Alternative does not satisfy the project objective of allowing the District to consolidate its offices and staff in a central location. It would thereby forego significant operational efficiencies. This alternative would also fail to free up existing District facilities for other educational uses. (Draft EIR, at p. 6-7.)
3. The No Project Alternative fails to satisfy the project objective of repurposing the Heiting Building from storage space to an art gallery. There would be no creation of an art gallery and archival center in support of RCCD's fine arts program. (Draft EIR, at p. 6-7.)
4. The No Project Alternative fails to satisfy the project objective of maximizing the use of the District's property for educational purposes. It fails to provide space for the Culinary Arts Program or any program expansion and classrooms. Additionally, this alternative does not provide for a consolidation of RCCD's administrative functions and staff, or provide a gallery and storage space for RCCD's Mine Okubo, RCCD and loaned art collections. (Draft EIR, at pp. 6-7 to 6-8.)
5. The No Project Alternative would fail to support implementation of the City's Downtown Specific Plan. Specifically, while the Raincross District is intended to "create a place of daytime, evening and weekend activity by providing a high activity pedestrian environment" (City of Riverside, Downtown Specific Plan, at p. 6-4), this alternative would ensure that the current site is underutilized as storage and District administrative facilities. (Draft EIR, at pp. 6-5 to 6-6.)
6. The No Project Alternative would fail to rehabilitate the Citrus Belt Savings and Loan Building. (Draft EIR, at p. 4.2-6.)

Alternative 2: Reduced Intensity Use

Under the Reduced Intensity Alternative, the Project site would be developed with 30,000 square feet of new and existing building, of which would include 17,500 square feet for the Culinary Arts program and shared classrooms. The remaining 12,500 square feet would consist of RCCD administrative departments, office spaces, meeting rooms, and storage and restroom facilities. The Plaza Hotel (12,500 square feet) would not be demolished and would have minor rehabilitation and house non-educational uses and storage. The existing RCCD System Office would be demolished and a new 6,900-square foot building would be constructed to house classroom and instruction-related uses in this space. The existing Heiting Building (10,600 square feet) would be rehabilitated to house classroom and instructional uses. Since this alternative has reduced square footage, only one level of sub-grade parking of 50 spaces is anticipated in addition to the proposed surface parking for 188 cars (total 238 parking spaces).

The Board of Trustees hereby rejects the Reduced Intensity Alternative as infeasible for the following reasons:

1. Alternative 2 fails to satisfy the objective of providing for a new Culinary Arts facility because this alternative proposes a reorganization of new and existing building space to provide for 12,500 square feet of educational uses rather than utilizing the project's proposed 16,600 square feet for the new Culinary Arts program area development. By limiting space for full operation and growth potential for the Culinary Arts Program and by not allowing full implementation of the Program, this alternative does not satisfy one of RCCD's Master Plan priorities, or this objective. (Draft EIR, at pp. 6-10 to 6-11.)
2. The Reduced Intensity Alternative fails to satisfy the project objective of consolidating the District's administrative facilities and freeing space for educational purposes because it provides only 17,500 square feet rather than the proposed 35,000 square feet of administrative offices. This reduction of space would allow for no additional development of the administrative offices; therefore, there would be no space for consolidation of RCCD's administrative offices or staff. This alternative would not consolidate administrative functions and staff, promote efficiency for other campus facilities, or create additional space for other RCCD purposes. (Draft EIR, at p. 6-11.)
3. The Reduced Intensity Alternative would be required to adhere to the Field Act standards for access and seismic safety for the Heiting Building. RCCD has investigated the costs associated with addressing rehabilitation and seismic concerns and this cost is estimated at over \$500.00 per square foot for the existing structures. (Email communication, Jason Howarth, Pre-construction Manager, Leed AP, Tilden-Coil Constructors, January 20, 2011.) The cost of this rehabilitation portion of the alternative would not be economically feasible for RCCD. (Draft EIR, at p. 6-11.)
4. Under the Reduced Intensity Alternative, there would be no creation of an art gallery and archival center in support of RCCD's fine arts program. This alternative therefore does not satisfy the project objective of providing a providing an art gallery. (Draft EIR, at p. 6-11.)
5. By providing only 30,000 square feet of building area for educational and administrative office uses, as opposed to the proposed project's 51,600 square feet, the Reduced Intensity Alternative fails to provide adequate space for the implementation of the existing Culinary Arts Program or any program expansion; thus the alternative does not maximize the RCCD property for educational use. (Draft EIR, at p. 6-11.)

Alternative 3: Repurpose Plaza Hotel for Instructional Use

Under Repurposed Plaza Hotel for Instructional Use Alternative, the Project site would be fully rehabilitated (i.e., all the existing buildings) with a total of 30,000 square feet for District use in comparison to the proposed project's 51,600 square feet of existing and new building area. Up to 12,500 square feet would be allocated for the Culinary Arts program and shared classrooms and 17,500 square feet would be allocated to RCCD administrative departments, office spaces, meeting rooms, storage and restroom facilities. The Plaza Hotel (12,500) would have rehabilitation and structural modifications to adhere to the Field Act requirements for instructional use. The existing RCCD System Office (6,900 square feet) and the Heating Building (10,600 square feet) will be rehabilitated and repurposed for non-instructional space.

The Board of Trustees hereby rejects the Repurposed Plaza Hotel for Instructional Use Alternative as infeasible for the following reasons:

1. By limiting space for full operation and growth potential for the Culinary Arts Program and by not allowing full implementation of the Program, this alternative does not satisfy one of RCCD's Master Plan priorities. (Draft EIR, at p. 6-14.)
2. The Repurposed Plaza Hotel for Instructional Use Alternative is not financially feasible. The costs associated with addressing rehabilitation and seismic concerns for the Plaza Hotel and this cost is estimated at over \$500.00 per square foot for the existing structures. (Email communication, Jason Howarth, Pre-construction Manager, Leed AP, Tilden-Coil Constructors, January 20, 2011.) Repurposing the Plaza alone would cost approximately \$15,000,000, compared to the estimated total cost of construction of the Project of approximately \$24,000,000. (Draft EIR, Appendix F-4.) This added cost per square foot would prevent the District from moving forward with the project, and so this alternative is financially infeasible. (Draft EIR, at p. 6-14.)
3. The Repurposed Plaza Hotel for Instructional Use Alternative fails to satisfy the project objective of consolidating the District's administrative functions because it would only provide 17,500 square feet of administrative office space rather than the 35,000 square feet of administrative offices under the proposed Project. This reduction of space would allow for no additional development of the administrative offices; therefore, there would be no space for consolidation of RCCD's administrative offices or staff. This alternative would not consolidate administrative functions and staff, promote efficiency for other campus facilities, or create additional space for other RCCD purposes. (Draft EIR, at pp. 6-14 to 6-15.)
4. The Repurposed Plaza Hotel for Instructional Use Alternative proposes a rehabilitation and repurposing of the Heating Building for non-instructional space. This repurposing of the Heating Building would not create an art gallery and archival center in support of RCCD's fine arts program and therefore this

alternative does not satisfy the project objective of providing an art gallery space. (Draft EIR, at p. 6-15.)

5. The Repurposed Plaza Hotel for Instructional Use Alternative proposes 30,000 square feet of building area for educational and administrative office uses as opposed to the proposed Project's 51,600 square feet. The alternative fails to provide adequate space for the implementation of the existing Culinary Arts Program or any program expansion; thus the alternative does not maximize the RCCD property for educational use. (Draft EIR, at p. 6-15.)

Alternative 4: Repurpose Plaza Hotel for Non-Instructional Use

Under the Repurposed Plaza Hotel for Non-Instructional Use Alternative, the project site would be fully renovated (i.e., all of the existing buildings) with a total of 30,000 square feet for District use, in comparison to the proposed project's 51,600 square feet of existing and new building. The entire building would be allocated to non-instructional uses such as RCCD administrative departments, office spaces, meeting rooms, storage and restroom facilities.

The Board of Trustees hereby rejects the Repurposed Plaza Hotel for Non-Instructional Use Alternative as infeasible for the following reasons:

1. The Repurposed Plaza Hotel for Non-Instructional Use Alternative fails to satisfy the project objective of accommodating a Culinary Arts program because this alternative proposes rehabilitation of the existing buildings for only non-instructional uses. By eliminating space for the full operation and growth potential for the Culinary Arts Program and by not allowing implementation of the Program, this alternative does not satisfy one of RCCD's Master Plan priorities. (Draft EIR, at p. 6-18.)
2. The Repurposed Plaza Hotel for Non-Instructional Use Alternative fails to satisfy the project objective of consolidating District administrative space because it provides only 30,000 square feet of administrative office space. This alternative does not provide adequate space for consolidation of RCCD's administrative offices or staff. It does not accommodate the consolidation of administrative functions and staff; therefore, this alternative does not promote efficiency for other campus facilities, or create additional space for other RCCD purposes. (Draft EIR, at p. 6-18.)
3. Repurposing of the Heiting Building for non-instructional space and storage would not create an art gallery and archival center in support of RCCD's fine arts program and therefore this alternative does not satisfy a key project objective. (Draft EIR, at p. 6-18.)
4. Since the Repurposed Plaza Hotel for Non-Instructional Use Alternative would only provide 30,000 square feet for non-instructional space and storage, as

opposed to the proposed Project's 51,600 square feet of educational, administrative office and gallery space, it would fail to satisfy the project objective of maximizing the use of the District's property. (Draft EIR, at p. 6-18.)

5. The Repurposed Plaza Hotel for Non-Instructional Use Alternative would fail to support implementation of the City's Downtown Specific Plan. Specifically, while the Raincross District is intended to "create a place of daytime, evening and weekend activity by providing a high activity pedestrian environment" (City of Riverside, Downtown Specific Plan, at p. 6-4), this alternative would ensure that the current site is underutilized as storage and District administrative facilities that would not add to the vibrancy of the City's Downtown. (Draft EIR, at p. 6-15.)

SECTION V STATEMENT OF OVERRIDING CONSIDERATIONS

As described above, the Board has found the Project will result in a significant and unavoidable impact to historic resources, despite the incorporation of all appropriate and feasible mitigation measures. Thus, in order to approve the Project, the Board must first find that "specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment." (Pub. Resources Code, § 21081(b).)

The Board, having balanced the specific economic, legal, social, technological, and other benefits of the Project, has determined that the unavoidable adverse environmental impact to historic resources is "acceptable" due to the following specific considerations. Each of the separate benefits of the Project, as stated herein, is determined to be, unto itself and independent of the other Project benefits, a basis for overriding the unavoidable adverse environmental impact identified in these Findings. Each benefit set forth below constitutes an overriding consideration warranting approval of the Project, independent of other benefits, despite each and every unavoidable impact. Project benefits include:

1. The Project will maintain and enhance the District's educational programming by providing a new location, closer to the core of the District instruction area, for the Culinary Arts Program. (Draft EIR, at p. 3-13.) The new facility will include two classrooms and an events space (which can be used as two additional classrooms), as well as a restaurant dining area, demonstration kitchen, basic skills kitchen, bakery, break room, faculty offices, and storage space. (Draft EIR, at p. 3-14.) Thus, the Project provides social and educational benefits that promote a key District objective of accommodating the Culinary Arts Program.
2. The Project will also facilitate the maximization of the District's properties for growing educational and administrative needs. The District's Educational Master Plan demonstrates that the District requires additional space to accommodate

anticipated growth, including space for clinic/demonstration and food service. (Riverside City College, Long Range Educational Master Plan (March 2008), at p. 1.35.) As noted above, the Project will provide facilities such as a demonstration kitchen and restaurant dining area. (Draft EIR, at p. 3-14.) The Project will also allow the District to consolidate its administrative facilities. District offices are currently located at various sites in Riverside County, including three campuses that are now recognized as colleges (Riverside City College, Norco Campus, and Moreno Valley Campus). The consolidation of the District administrative functions and staff into a single location would result in the freeing up of campus facilities and space for campus functions. (Draft EIR, at p. 3-13.)

3. The Project provides an art gallery and archives center, including the District's art collection and archives, as well as loaned art collections, and would add to the community's downtown arts theme. The gallery and associated lobby will be on the first floor. In addition, the existing 10,300-square foot building would be renovated to include an upper gallery and staff space on the second floor. A 1,700-square foot addition to fill in the back courtyard of the building will be included in the project. (Draft EIR, at p. 3-14.) The art gallery will thus augment and support the planned Riverside School of the Arts and reinforce the Downtown area as an arts and education center. (Downtown Specific Plan, at p. 3-5.)
4. The Project will renovate the historic Citrus Belt Savings and Loan building (Heiting Building) by removing the current façade to expose the former Heiting building's exterior facades. The Heiting Building will be reused and restored to retain portions of the existing historic and its architectural urban character. This strengthens the identity and character of the existing historic and urban character of the Downtown. (Draft EIR, at p. 4.3-17.)
5. By providing a public restaurant, the Project will support a key objective of the Downtown Specific Plan's effort to increase dining opportunities in the City's Downtown Core, and particularly in the Raincross District. (Downtown Specific Plan, at p. 3-5.)
6. The Project involves renovation, demolition and reconstruction. These construction activities will provide employment opportunities for construction workers. Given that the unemployment rate in Riverside County region exceeds 13%, the provision of construction jobs is a significant project benefit. (State of California, Employment Development Department, "Riverside-San Bernardino-Ontario Metropolitan Statistical Area," March 25, 2011.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION FOR CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT,
ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,
ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTING A MITIGATION
MONITORING PLAN, AND APPROVING THE
MARKET STREET PROPERTIES PROJECTS

RESOLUTION NO. 47-10/11

WHEREAS, the Board of Trustees (“Board”) of the Riverside Community College District (“District”) proposes to redevelop its properties located between University Avenue and White Park on Market Street in downtown Riverside for the purpose of providing a space for a culinary arts academy, an art gallery and associated administrative facilities (“Project”);

WHEREAS, on March 16, 2010, the Board approved study of the Citrus Belt Savings & Loan Gallery project and a tentative budget in the amount of \$4 million using Redevelopment Pass-Through funds;

WHEREAS, on June 15, 2010, the Board approved an architectural services agreement for the Project, and a tentative budget in the amount of \$23,043,996 using District/Riverside City College Measure C funds;

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the District is the lead agency for the Project;

WHEREAS, the District solicited comments, including details about the scope and content of the environmental information as well as potential feasible mitigation measures, from responsible agencies, trustee agencies, and the public, in a Notice of Preparation for the Project which was distributed on September 30, 2010, and circulated for a period of 30 days pursuant to State CEQA Guidelines sections 15082, subdivision (a) and 15375;

WHEREAS, the District released the Draft EIR, and distributed it through the State Clearinghouse, for a 45-day review period running between February 18, 2011 and April 4, 2011;

WHEREAS, a Final EIR (“FEIR”) on the Project was prepared incorporating all comments on the Draft EIR received during the public review period and responses thereto; and

WHEREAS, the Board held a public hearing on the Project on May 17, 2011, and considered all information and public comments related thereto; and

WHEREAS, the Board has reviewed the Final EIR and finds that it has been prepared and completed in compliance with the California Environmental Quality Act Statutes and Guidelines; and

WHEREAS, the Board finds the Final EIR reflects the independent judgment and analysis of the District; and

WHEREAS, environmental impacts, including environmental impacts identified in the Final EIR as potentially significant but which the District finds can be substantially lessened through the imposition of feasible mitigation measures identified in the Final EIR and set forth herein, and which the Final EIR identified as significant and unavoidable despite the imposition of feasible mitigation measures, are described in the CEQA Findings contained in Exhibit A hereto; and

WHEREAS, because the Final EIR identified significant and unavoidable impacts, the Board explains its reasoning for adopting the Project despite those impacts in the Statement of Overriding Considerations in Exhibit A hereto; and

WHEREAS, the Mitigation Monitoring Plan sets forth the mitigation measures to which the District shall bind itself in connection with this Project and is attached hereto as Exhibit B; and

WHEREAS, prior to making its determination, the Board has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including the Final EIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the Final EIR reflects the independent judgment of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT:

SECTION 1. The Board of the District finds that the Final EIR has been completed in compliance with CEQA; that the Final EIR was presented to the Board and that the Board reviewed and considered the information contained in the Final EIR prior to approving the Project, and that the Final EIR reflects the independent judgment and analysis of the Board.

SECTION 2. Based on the entire record before the Board, all written and oral evidence presented, the Board certifies Final EIR attached as Exhibit A, and adopts the CEQA Findings and Statement of Overriding Considerations attached as Exhibit C to this Resolution.

SECTION 3. Pursuant to Public Resources Code section 21081.6, the Board hereby adopts the Mitigation Monitoring Plan attached to this Resolution as Exhibit B. In the event of any inconsistencies between the mitigation measures as set forth in Exhibit A and the Mitigation Monitoring Plan, the Mitigation Monitoring Plan shall control.

SECTION 4. The Board hereby approves the Project.

SECTION 5. The Board directs staff to file a Notice of Determination with respect to approval of the Project within five (5) days of Project approval.

SECTION 6. The documents and materials that constitute the record of proceedings are located at Facilities Planning and Development office, 450 E. Alessandro Boulevard, Riverside, California 92508. The Facilities Planning and Development Associate Vice Chancellor, Orin L Williams, is the custodian of these documents. This information is provided in compliance with Public Resources Code section 21081.6.

PASSED AND ADOPTED this 17th day of May 2011, at the regular meeting of the Riverside Community College District Board of Trustees.

Janet Green
President of the Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-C-2

Date: May 17, 2011

Subject: Riverside City College Parking Structure Fall Deterrent – Project Design
Presentation and Tentative Budget Approval

Background: On August 17, 2010, the Board of Trustees approved an agreement with Higginson + Cartozian Architects, Inc. in the amount of \$20,300 for architectural engineering services for placement of fall deterrents at the Riverside City College parking structure. The college determined that additional fall deterrents may be necessary for increased protection of the public's health, safety, and general welfare.

Staff is now prepared to present for the Board's consideration a project design concept (Exhibit A) for discussion and possible approval.

Additionally, if the design is approved, staff also request Board approval of a tentative project budget for the Riverside City College Parking Structure Fall Deterrent project in the amount of \$386,445. Budget estimate attached for the Board's review and consideration (Exhibit B).

To be funded by Riverside City College Allocated Measure C Funds.

Recommended Action: It is recommended that the Board of Trustees review and consider approval of the Riverside City College Parking Structure Fall Deterrent project design; and approve a tentative budget in the amount of \$386,445 using Riverside City College Allocated Measure C Funds.

Gregory W. Gray
Chancellor

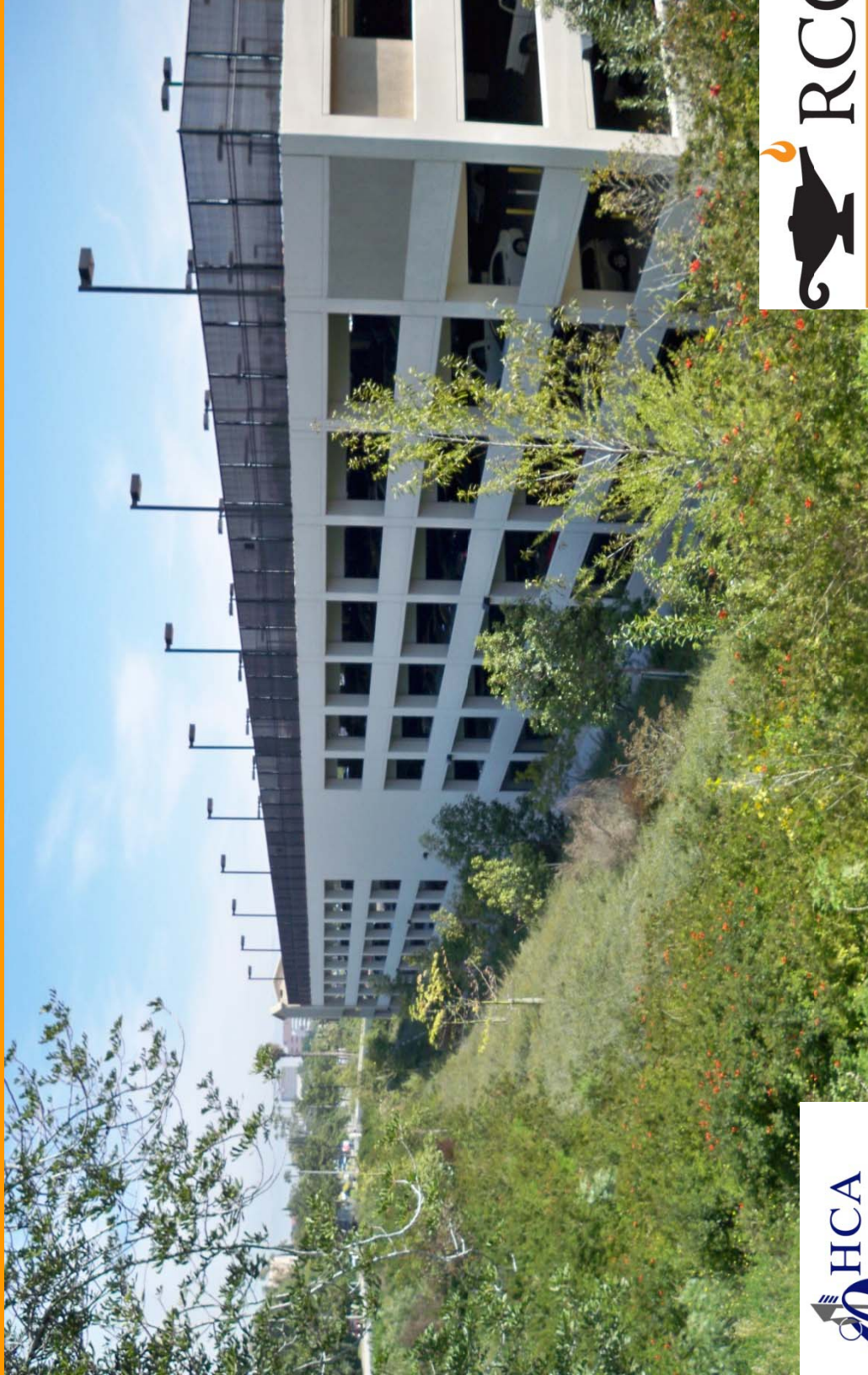
Prepared by: Cynthia E. Azari, President
Riverside City College

Norm Godin, Vice President Business Services
Riverside City College

Orin L. Williams, Associate Vice Chancellor
Facilities Planning and Development

Michael J. Stephens, Director of Construction
Facilities Planning and Development

***Riverside City College
Parking Structure Fall Deterrent Proposal***



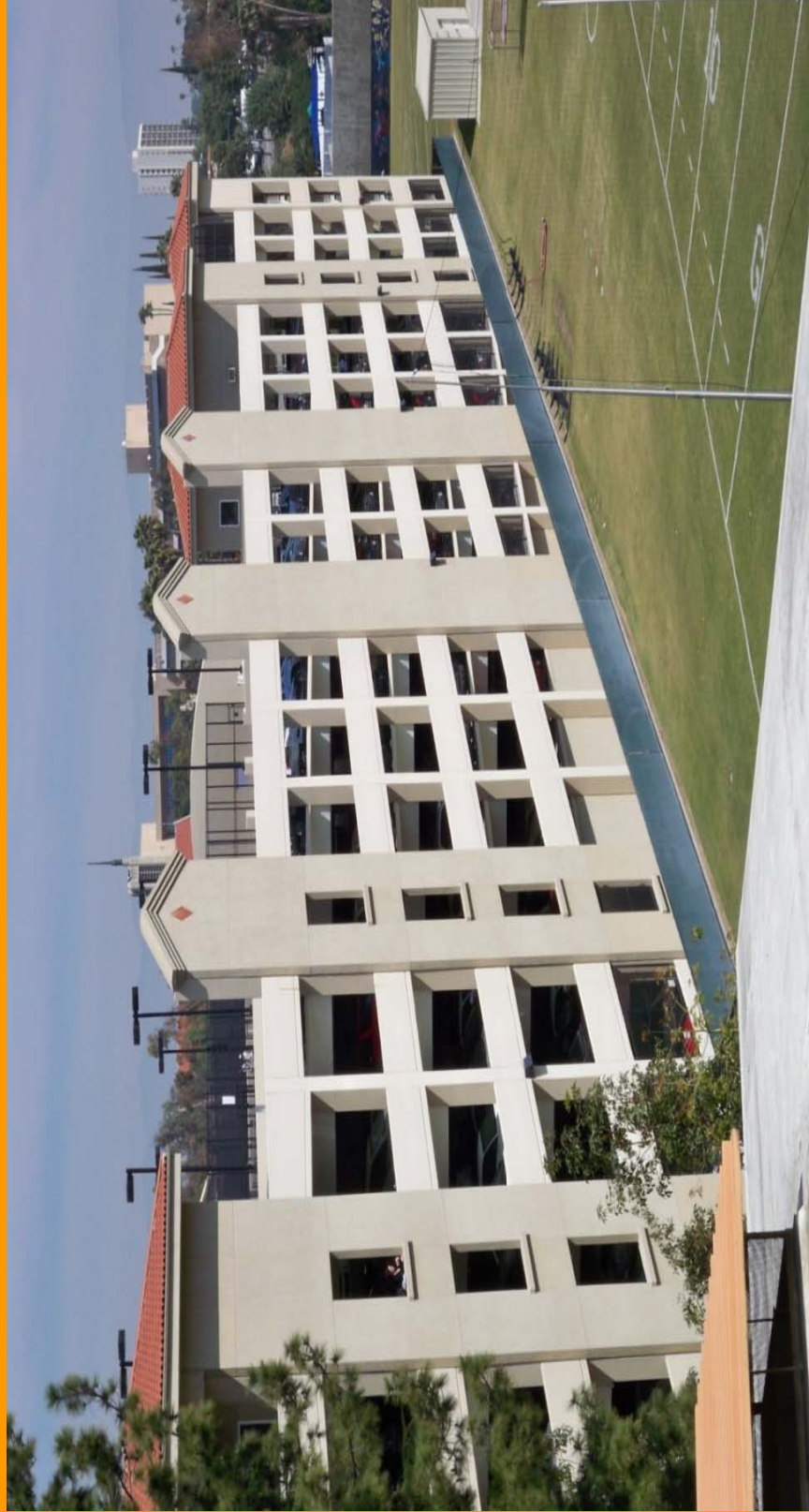
**Riverside City College
Parking Structure Fall Deterrent Proposal**



- Northeast Elevation:**
1. New Deterrent Railing (Third / Fourth Floors)



***Riverside City College
Parking Structure Fall Deterrent Proposal***



- East Elevation:**
- 1. Deterrent Railing (Third / Fourth / Fifth Floors)**



**Riverside City College
Parking Structure Fall Deterrent Proposal**

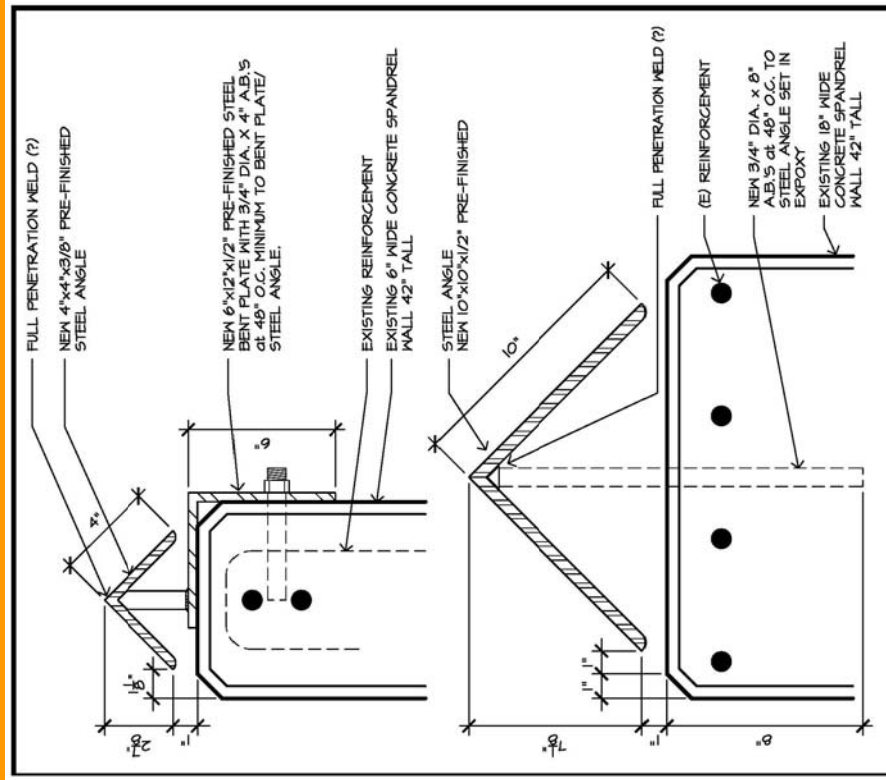


Northeast Corner:

- 1. Stairwell**
- 2. Concrete Spandrel Walls**



Riverside City College Parking Structure Deterrent Proposal



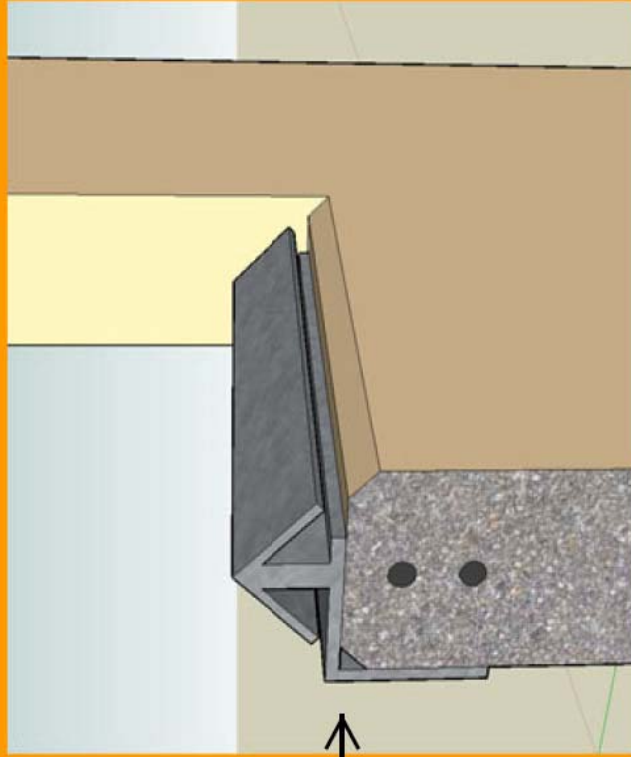
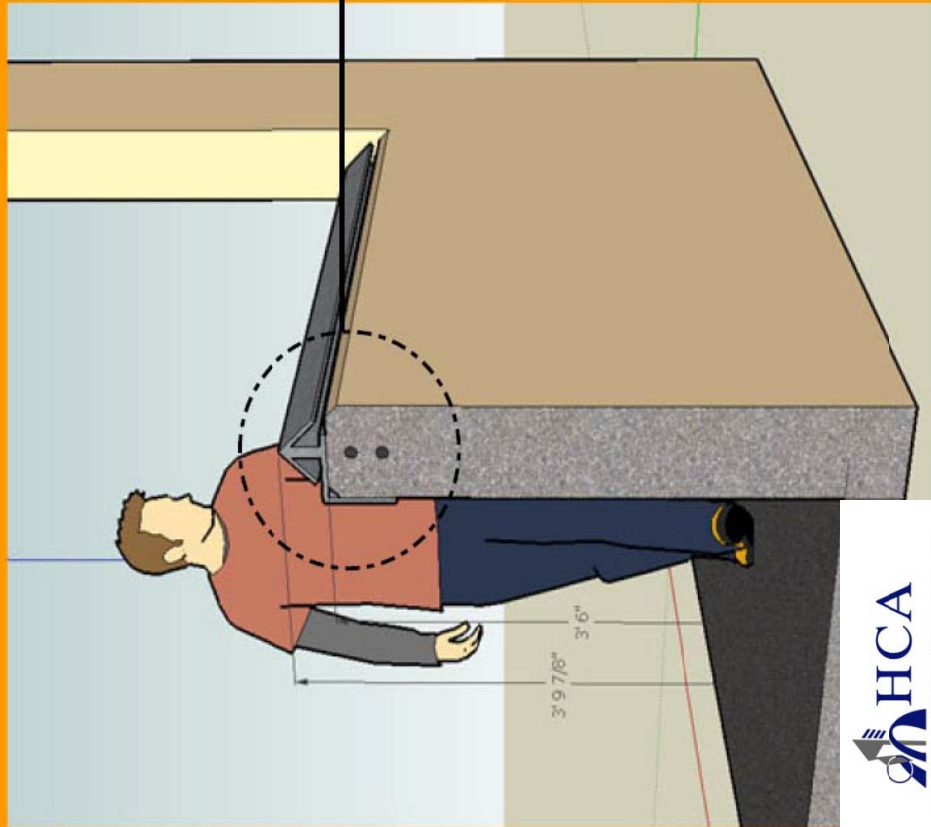
Proposed Detail:

1. Existing 8" Spandrel Wall:
 - a. Powder coat finish
 - b. Option: Galvanized
2. Existing 18" Spandrel Wall:
 - a. Powder coat finish
 - b. Option: Galvanized
3. Goals:
 - a. Prevents sitting/loitering at walls.
 - b. Eliminates convenient place to sit and observe vistas at under-observed areas of the structure.
 - c. Prevents placing objects on wall, which could fall on someone below.



	PROJECT: R.C.C.D. PARKING STRUCTURE DETERRENT PROJECT MAGNOLIA AVENUE RIVERSIDE, CA	TITLE: SPANDREL DETERRENT
	SCALE: 3" = 1'-0" DATE: 01-03-2011 JOB NO: 10271	A1

Riverside City College Parking Structure Deterrent Proposal



FUNDING

Description	Total all Sources
1 Site Acquisition	\$ -
2 N/A	\$ -
Plans	\$ -
Architectural Fees (P)	\$ -
Project Mgmt Fees (CM)	\$ -
Preliminary Tests, survey, soil tests	\$ -
Haz Mat, CEQA (Other Costs)	\$ -
3 Working Dwg	\$ 20,800
Architectural Fees (W)	\$ 20,300
Project Mgmt Fees (W)	\$ -
Plan Check (DSA/City)	\$ -
Projected Plan Check (CCCCO)	\$ -
Other (Reproduction, Tests)	\$ 500
4 Construction	\$ 327,550
Utility Service	\$ -
Site Development (Service)	\$ -
Site Development (Site)	\$ -
Other Site Development	\$ -
Reconstruction	\$ -
New Construction	\$ 327,550
Other	\$ -
Project Labor Agreement	\$ -
5 Contingency	\$ 32,755
Project Changes	\$ 32,755
Architectural Fee for Revisions	\$ -
6 A&E Oversight	\$ -
JCAF driven (CM)	\$ -
7 Tests and Inspection	\$ 5,340
Inspector	\$ 5,340
Test Lab	\$ -
8 Construction Management	\$ -
N/A (FPD)	\$ -
9 Total Construction Costs (items 4 - 8)	\$ 365,645
Projected Construction Costs	\$ 365,645
10 Group 2	\$ -
N/A	\$ -
11 Total Project Cost	\$ 386,445
Total all approved sources	\$ 386,445

JCAF 32 Total All Approved Sources (Line 11)
Swing Space/Interim Housing Costs (blue shade)
Total Project Cost

JCAF 32 Total All Approved Sources (Line 11)	\$ 386,445
Swing Space/Interim Housing Costs (blue shade)	\$ -
Total Project Cost	\$ 386,445

FORECASTED ENCUMBRANCES

Description	Amount
Site Acquisition	\$ -
N/A	\$ -
Plans	\$ -
Architectural Fees (P)	\$ -
Project Mgmt Fees (CM)	\$ -
Preliminary Tests, surveying and add'l soil tests	\$ -
Haz Mat, CEQA (Other Costs)	\$ -
Working Dwg	\$ 20,800
Architectural Fees (W)	\$ -
Project Mgmt Fees (W)	\$ -
Plan Check (DSA/City)	\$ -
Projected Plan Check (CCCCO)	\$ -
Other (Reproduction, Tests)	\$ -
Construction	\$ 327,550
Utility Service	\$ -
Site Development (Service)	\$ -
Site Development (Site)	\$ -
Other Site Development	\$ -
Reconstruction	\$ -
New Construction	\$ -
Other	\$ -
Project Labor Agreement	\$ -
Contingency	\$ 32,755
Project Changes	\$ -
Architectural Fee for Revisions	\$ -
A&E Oversight	\$ -
JCAF driven (CM)	\$ -
Tests and Inspection	\$ 5,340
Inspector	\$ -
Test Lab	\$ -
Construction Management	\$ -
N/A (FPD)	\$ -
Total Construction Costs (items 4 - 8)	\$ 365,645
Projected Construction Costs	\$ -
Group 2	\$ -
N/A	\$ -
Total Project Cost	\$ 386,445
Projected Project Costs	\$ -

Rebates (RPU or Other)
Revised Project Cost After Rebate
Funding Sources
RCCD (Measure C)
State Funds
Other
Total Funding
Budget Variance
BOT Approved Budget (TBD)

Rebates (RPU or Other)	\$ -
Revised Project Cost After Rebate	\$ -
Funding Sources	\$ 386,445
RCCD (Measure C)	\$ -
State Funds	\$ -
Other	\$ -
Total Funding	\$ 386,445
Budget Variance	\$ (386,445)
BOT Approved Budget (TBD)	\$ 386,445

For Use In-House Only
CASH BALANCE

\$ -
\$ -
\$ 20,800
\$ 327,550
\$ 32,755
\$ -
\$ 5,340
\$ -
\$ 365,645
\$ -
\$ 386,445

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-1

Date: May 17, 2011

Subject: Market Street Properties - Recommendation to Award Bids for Construction Categories

Background: On March 16, 2010, the Board of Trustees approved the Citrus Belt Savings and Loan Gallery (CBS&L) project and a tentative budget in the amount of \$4 million using Redevelopment Pass-Through funds. On June 15, 2010, the board of Trustees approved the Culinary Arts Academy and District Office Building (CAA/DO) project, and a tentative budget in the amount of \$23,043,996 using District/Riverside City College Measure C funds. Both projects are part of the Market Street Properties located on Market Street between University Avenue and White Park in downtown Riverside. On September 1, 2010, the Board of Trustees approved both projects be delivered using Construction Management Multiple Prime contracting and approved a construction management agreement with Tilden-Coil Constructors, Inc. in an amount of \$599,304 (CBS&L) and \$2,489,924 (CAA/DO).

Due to the importance of meeting the construction schedule for the Market Street Properties projects, the construction activities for the projects must begin by early June 2011. Staff is seeking every opportunity to accelerate the project construction schedule. Although an exception to District standard operating procedures, staff requests Board pre-approval of bid awards to the lowest responsive/responsible bidders within the project budget, and pre-approve issuing notices to proceed for five (5) construction categories. The five (5) construction categories for which we are requesting pre-approval are listed as follows:

Citrus Belt Savings and Loan Gallery –

Category 1 – Exterior Demolition and New Facade

Category 3 – Interior and Exterior Improvements

Category 7 – Mechanical (Heating, Ventilation and Air-Conditioning)

Category 9 – Electrical

Culinary Arts Academy and District Office Building –

Category 1 – Exterior/Interior Demolition of the Holyrood Hotel (corner property) and System Office Building

Early award of these categories will allow the project to start as soon as possible to ensure the project remains on schedule. The scope of work starting immediately is comprised of the demolition and reconstruction activities for the conversion of the CBS&L into an Art Gallery and archive space, as well as the demolition of the Holyrood Hotel and System Offices Building. Final bid results for Board review and ratification will be presented at the next regular Board of Trustees Meeting following bid award.

Funded from the Board-approved project budgets; Citrus Belt Savings and Loan Gallery and Culinary Arts Academy and District Office Building.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-1

Date: May 17, 2011

Subject: Market Street Properties - Recommendation to Award Bids for Construction Categories (continued)

Recommended Action: It is recommended that the Board of Trustees consider approval of the following:

- 1.) Approval of Market Street Properties project award of bids for four (4) construction project categories for the Citrus Belt Savings and Loan Gallery Project: Category 1 – Exterior Demolition and New Façade, Category 3 – Interior and Exterior Improvements, Category 7 – Mechanical (Heating, Ventilation and Air-Conditioning), Category 9 – Electrical;
- 2.) Approval of Market Street Properties project award of bids for one (1) construction project category for the Culinary Arts Academy and District Office Building Project: Category 1 – Exterior/Interior Demolition of Holyrood Hotel (corner property) and System Offices Building;
- 3.) Approval to award to the lowest responsive/responsible bidders for the Market Street Properties projects as long as bids are within the project's budget;
- 4.) Approval to authorize the issuance of notices to proceed for the five (5) construction categories for the Market Street Properties projects;
- 5.) Approval to permit project bid ratification for the five (5) construction categories at a subsequent Board of Trustees meeting;
- 6.) Approval to authorize the Vice Chancellor, Administration and Finance to sign the associated agreements.

Gregory W. Gray
Chancellor

Prepared by: Cynthia E. Azari, President
Riverside City College

Norm Godin, Vice President Business Services
Riverside City College

Orin L. Williams, Associate Vice Chancellor
Facilities Planning and Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-2

Date: May 17, 2011

Subject: Nursing/Science Building Project at Riverside City College - Change Orders for Roy E. Whitehead and Advanced Systems

Background: On January 27, 2009, the Board of Trustees approved the Nursing/Science Building project located at the Riverside City College to be delivered using Multiple Prime Contracting. The Board also entered into an agreement with Barnhart Inc., a Heery International Company, to provide construction management services for the project. On September 15, 2009 and November 17, 2009, the Board of Trustees approved the award of bids for Phase I and Phase II of the Nursing/Science Building project, totaling \$40,197,677.

Roy E. Whitehead was awarded the bid for construction category No. 8 – Casework, Countertops, and Architectural Woodwork services, totaling \$389,000. Advanced Systems was awarded the bid for construction category No. 14 - Wall and Framing Systems and Drywall in the amount of \$3,256,000. In order for Advanced Systems to maintain the work required by the project contract schedule, Roy E. Whitehead provided supplemental work for construction category No. 14 (Advanced Systems). Since Roy E. Whitehead possessed the license and experience to provide the augmented labor services for this work, the District exercised its right to carry out the work in accordance with Article 2.2 of the Contract General Conditions. The District also notified Advanced Systems, as well as Advanced Systems surety, of the District's intent to exercise the Article in strict accordance with the notification provisions. This action was necessary to maintain the project schedule to avoid delay claims by other Prime Trade Contractor's.

Staff now requests approval of Change Order No. 5 with Advanced Systems in a deductive amount of \$846,659, totaling Advanced Systems contract to \$2,452,666. Staff also requests approval of Change Order No. 4 with Roy E. Whitehead in the amount of \$846,659 for the supplemental work not provided by Advanced Systems, construction bid category No. 14. With the Board's approval, Roy E. Whitehead's contract would total \$1,211,274, now exceeding the allowable contingency by \$838,989. A description of change order work is noted in the attached Change Order Summary.

To be funded by the approved project budget; State Construction Act Funds and Riverside City College Allocated Measure C Funds.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 5 with Advanced Systems in a deductive amount of \$846,659 for the Nursing/Science Building project at the Riverside City College; approve Change Order No. 4 with Roy E. Whitehead in the amount of \$846,659; approve the change order in excess of ten percent (10%) by a total of \$838,989 with Roy E. Whitehead; authorize the Vice Chancellor of Finance and Administration to request approval of the change order from the Riverside County Superintendent of Schools;

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-2

Date: May 17, 2011

Subject: Nursing/Science Building Project at Riverside City College - Change Orders for Roy E. Whitehead and Advanced Systems (continued)

and authorize the Associate Vice Chancellor of Facilities Planning and Development to sign the change order.

Gregory W. Gray
Chancellor

Prepared by: Cynthia E. Azari
President
Riverside City College

Norm Godin
Vice President Business Services
Riverside City College

Orin L. Williams
Associate Vice Chancellor
Facilities Planning and Development

Michael J. Stephens
Director of Construction
Facilities Planning and Development

Riverside Community College District
Facilities Planning, Design and Construction
Riverside Nursing/Science Building

CHANGE ORDER SUMMARY

Change Order: 5

Contractor: Advanced Partitions, Inc. dba Advanced Systems

<i>Contract Amount:</i>	\$ 3,256,000.00
<i>Change Order No. 1 Amount:</i>	\$ 1,858.00
<i>Change Order No. 2 Amount:</i>	\$ 11,968.00
<i>Change Order No. 3 Amount:</i>	\$ 16,911.00
<i>Change Order No. 4 Amount:</i>	\$ 12,588.00
<i>Change Order No. 5 Amount:</i>	\$ -846,659.00
<i>Revised Contract Sum:</i>	<u>\$ 2,452,666.00</u>
<i>Original Contract Contingency:</i>	\$ 325,600.00
<i>Remaining Contract Contingency:</i>	\$ 282,275.00

Change Order Description:

Roy E. Whitehead provided supplemental work for construction category number 14, due to failure of Advanced Systems prosecuting work with sufficient diligence to ensure project completion within the contract time. -\$846,659.00
Requested by: Construction Manger
Accountability: Prime Trade Contractor – Advanced Systems

Change Order: 4

Contractor: Roy E. Whitehead

<i>Contract Amount:</i>	\$ 389,000.00
<i>Change Order No. 1 Amount:</i>	\$ -50,150.00
<i>Change Order No. 2 Amount:</i>	\$ -5,465.00
<i>Change Order No. 3 Amount:</i>	\$ 31,230.00
<i>Change Order No. 4 Amount:</i>	\$ 846,659.00
<i>Revised Contract Sum:</i>	<u>\$ 1,211,274.00</u>
<i>Original Contract Contingency:</i>	\$ 38,900.00
<i>Remaining Contract Contingency:</i>	\$ -838,989.00

Change Order Description:

Provide supplemental work for construction category number 14, Advanced Systems from February 7, 2011 through April 1, 2011. A deductive change order to Advanced Systems will be executed to offset the value of this change. \$846,659.00
Requested by: Construction Manger
Accountability: Prime Trade Contractor – Advanced Systems

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-3

Date: May 17, 2011

Subject: Bookstore Operations Update

Background: The Riverside Community College District engages with Barnes & Noble College Booksellers to provide bookstore services on each college. The higher education textbook industry is experiencing rapid change due to increased competition from on-line retailers as well as the migration to electronic books. Barnes and Noble has responded in multiple ways to be as competitive as possible while maintaining a physical location on each campus, most notably is the very successful and award winning RCCD Book Rental Program. Outreach to our students is of paramount importance – in collaboration with Student Government, student forums were held at Riverside City and Norco colleges to provide an opportunity for students to ask questions and B&N to provide information. Special recognition is given to students Anna Keesling, Aaron Trimble, Edison VanVlammern, and George Escutia for their efforts to organize and encourage student involvement.

Presented for the Board's review and information is a report on Riverside Community College District's Bookstores from Barnes & Noble College Booksellers.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Norm Godin
Vice President, Business Services
Riverside City College

BARNES & NOBLE
COLLEGE BOOKSELLERS



**MORENO
VALLEY
COLLEGE**

**NORCO
COLLEGE**

**RCC**
RIVERSIDE CITY COLLEGE

**Working Together to Lower the
Cost of Textbooks**

**Presented by:
Denise Nakahihara
Stacy Weidner**

Your Barnes & Noble team

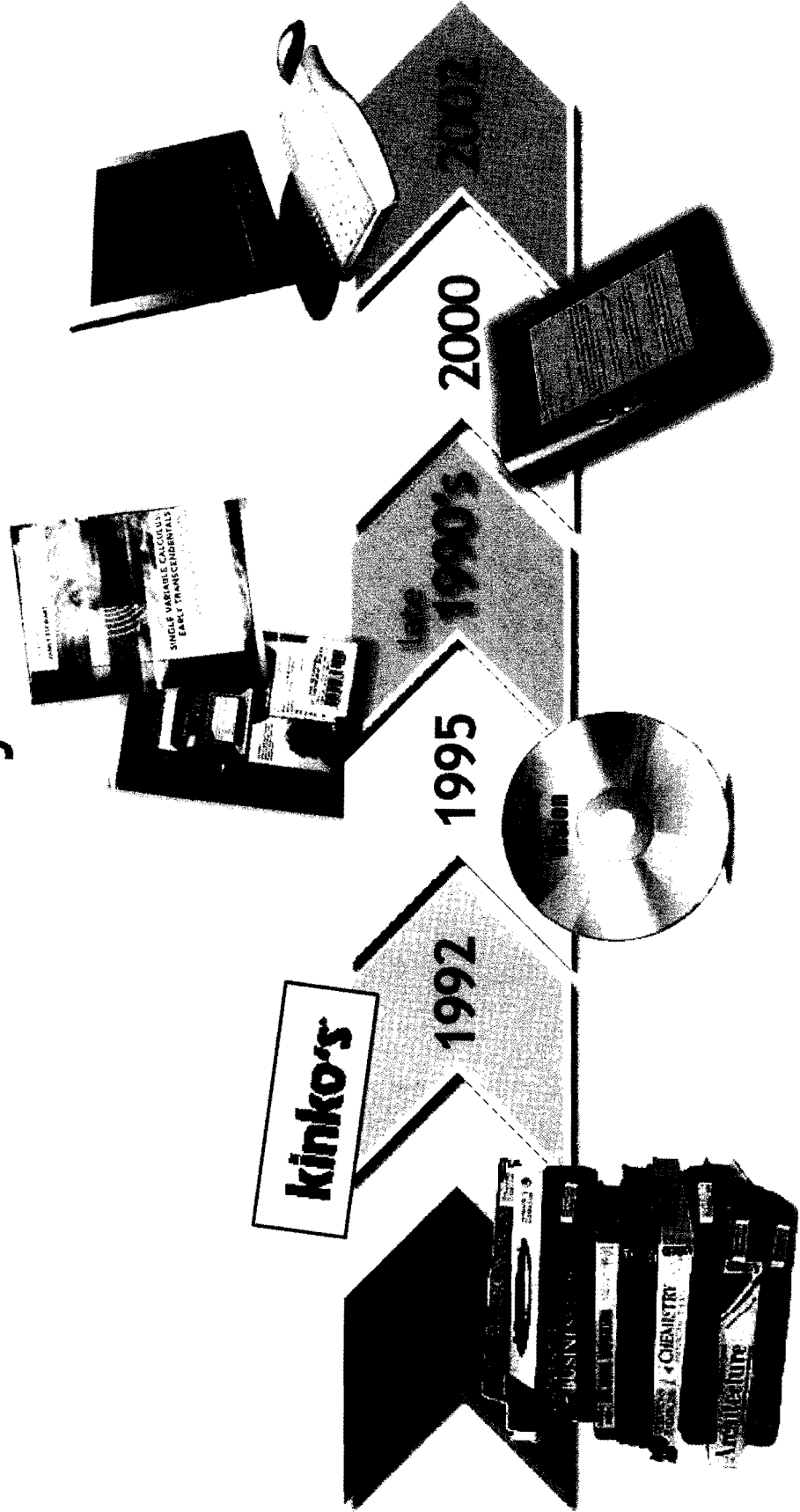
- Stacy Weidner, General Manager RCCD Bookstores
- Denise Nakahihara, Regional Manager

Agenda

Higher Education Today

- The Changing Landscape
- The Student Voice – Feedback from Forums
- New Opportunities
 - Rentals
 - Digital
 - **nook** study

Evolution of Industry



Educational Materials Today

- New & existing formats
 - New & used, custom, bundled, unbundled, rentals, e-textbooks, e-books, open source content
- New modes of distribution
 - In-store, on-line, swap, sharing
- Customer expectations
 - Access to all content, regardless of format, regardless of platform
 - In-store & on-line
 - Convenient, one-stop shopping

Student Forums

- Riverside City College - February 24th
- Norco College – April 6th
- Summary of feedback:
 - Cost of textbooks and our strategy to combat
 - Rentals: how does the program works?
 - Digital: do we offer?
 - What type of program do we offer for low income students?

FINANCIAL IMPACT

Customer

Rental
\$49
(Approximate)

Digital
\$65
(Approximate)

Used
\$75
\$37.50*

New
\$100
\$50*



Types of Textbooks Used Today

Spring 2011 by the Numbers

- Riverside
 - 1214 courses
 - 663 with a digital option
 - 440 with a Rental option

- Norco
 - 519 courses
 - 235 with a digital option
 - 168 with a rental option

- Moreno Valley
 - 498 courses
 - 279 with a digital option
 - 212 with a rental option

RCCD Textbook Rental Results

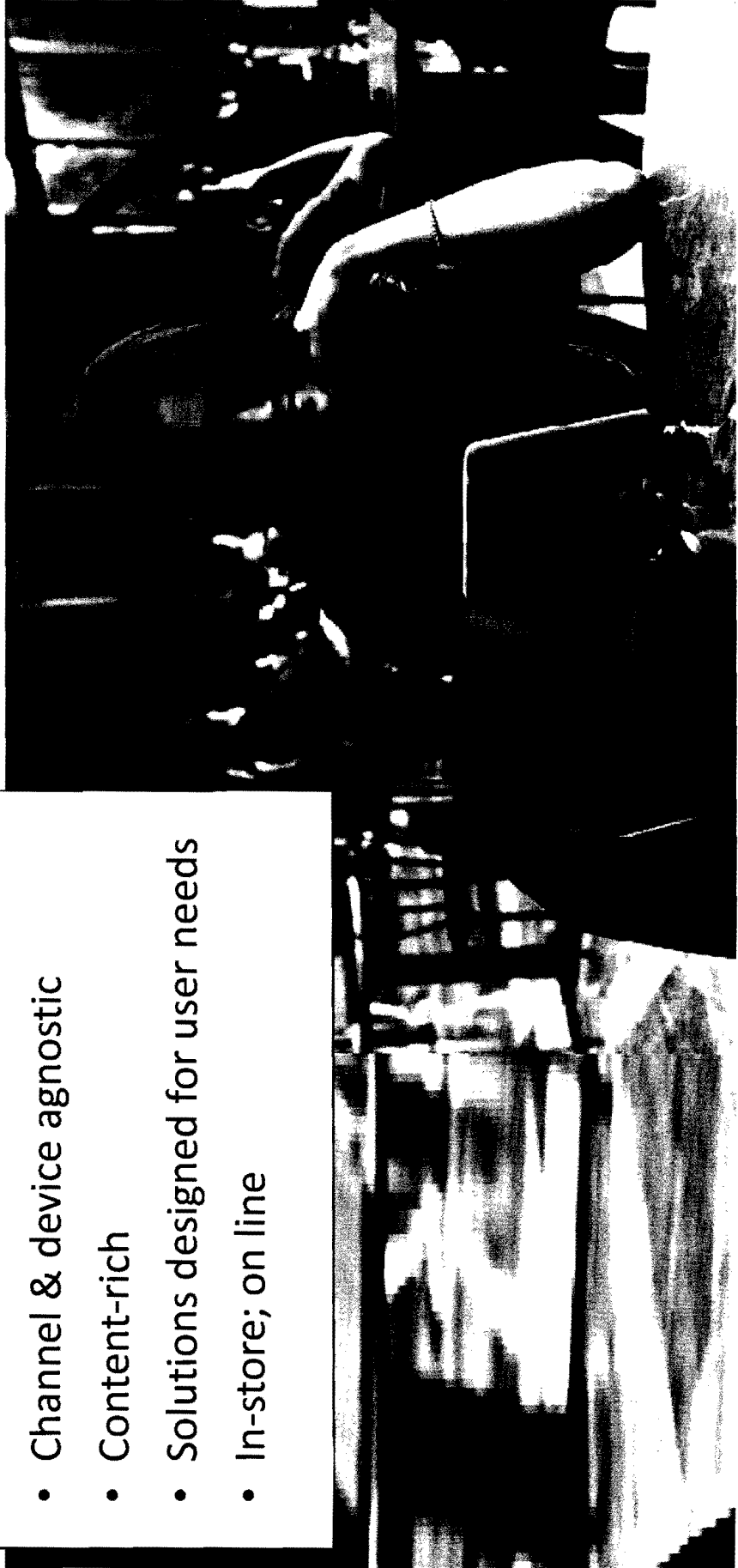
- 25 % of potential sales were available as rentals
- 42% of the students chose rentals
- 7039 books rented YTD
- Ranks #2, second only to UNLV
- RCCD Students saved - **\$587,000**

PROGRAM FEEDBACK

- 90%** Would rent again from bookstore
- 90%** Price of rental rated good or excellent
- 91%** In-store rental experience rated good or excellent
- 93%** Online rental experience rated good or excellent
- 64%** Have not considered renting from another source

Digital Strategy

- Channel & device agnostic
- Content-rich
- Solutions designed for user needs
- In-store; on line



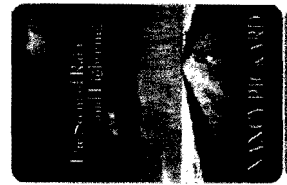
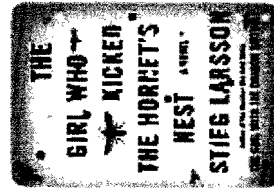
Digital Opportunity

- New & Evolving Market
- Rapid Growth:
 - Content
 - Students' interest in choice
 - No secondary market
 - Publishers prefer digital over used and rental
 - Educational hardware and software explosion
 - Value to students – cost
 - Value to faculty – better learning materials

Digital Strategy - Content

World's Largest Bookstore

eBooks



Digital Newsstand



Digital Textbooks



Digital Education: **nook** study

- **nook study** is a free application downloadable to both PCs and MACs with a focus on features critical to success in the digital textbooks and educational market.
- Through faculty and student interviews, **nook study** was developed from the ground up based on the needs of students.
- More than simply a eBook reader, **nook study** is an end-to-end solution for students to acquire, organize and study their assigned content.

Study Smarter, Not Harder.

BARNES & NOBLE
COLLEGE BOOKSELLERS

Riverside Community College
District

Introducing
nook *study*
by Barnes & Noble

BARNES & NOBLE
COLLEGE BOOKSELLERS

Riverside Community College
District

BARNES & NOBLE
COLLEGE BOOKSELLERS

Ahead of what's next.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-D-1

Date: May 17, 2011

Subject: Project Labor Agreement – Status Update

Background: On March 16, 2010, the Board of Trustees approved the Project Labor Agreement (PLA) for the District. On June 15, 2010, the Board of Trustees approved an agreement with Padilla and Associates to provide administrative duties as required by the PLA and to ensure contractors comply with the agreement requirements; mediate disputes between subcontractors and labor groups; help develop and monitor employment and training programs, as well as oversee Labor Compliance.

The Associate Vice Chancellor of Facilities Planning and Development and the PLA administrator now present a status update (Exhibit A) on the District's Project Labor Agreement for the Board's review.

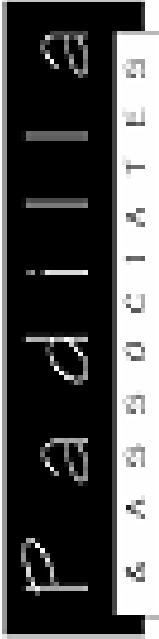
Information Only.

Gregory W. Gray
Chancellor

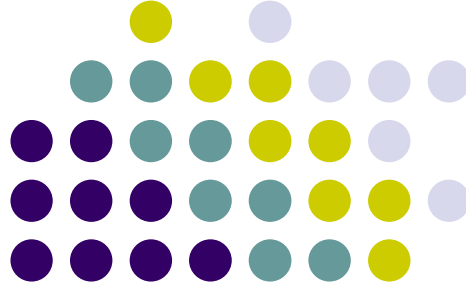
Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning and Development

**Project Labor Agreement (PLA)
Status Update**

Presented by:
Facilities Planning & Development
and



May 3, 2011





BRIEF HISTORY of RCCD's PLA

- The RCCD Board of Trustees voted to approve a five-year PLA on March 16, 2010
- The Agreement covers all RCCD construction projects using \$1 million or more in Measure C funds
- The RCCD Board of Trustees approved Padilla & Associates, Inc. as the PLA Administrators on June 15, 2010



OUTREACH TO CONTRACTING COMMUNITY & STAKEHOLDERS

RCCD Facilities Planning & Development, jointly with the PLA Administrators, immediately mobilized to perform various tasks to ensure that the PLA was incorporated into the existing construction bond program. These tasks included, but were not limited to:

- Modifying RCCD General Conditions and Bid Invitations to include appropriate language referencing PLA requirements, Local Hire Goals and Contractor Fringe Benefit Exemption Request Processes.
- Participating in project job-walks to ensure bidders are aware of PLA applicability.
- Conducted PLA and Labor Compliance trainings for RCCD selected CM Firms for informative purposes and to establish collective coordination.
- Developing ongoing contractor outreach strategies, including developing:



OUTREACH TO CONTRACTING COMMUNITY & STAKEHOLDERS

- PLA Fact Sheets were developed and disseminated to the local contracting community to provide a brief and transparent summary of the PLA. (Attachment 1)

Riverside Community College District

PROJECT LABOR AGREEMENT

OVERVIEW

The Riverside Community College District Board of Trustees voted to approve a five-year Project Labor Agreement (PLA) on March 16, 2010. The Agreement covers all RCCD construction projects using \$1 million or more in Measure C funds. Twenty-one Inland Empire building craft and construction trade unions are signatories to the Agreement. RCCD is committed to provide accessible contractor technical assistance to promote contractor acclimation and compliance with the Agreement facilitated by RCCD's PLA Administration Team.

The intent of the PLA is to ensure a joint cooperative effort is made by all parties toward achieving:

- Identification and retention of skilled labor;
- 50% Local Resident Workforce Participation;
- Project Work Cooperation;
- Proactive Peaceful Resolution to All Disputes; and
- Timely, Safe and Economical Execution of construction projects.

Additionally, the PLA was further designed to promote and advance the participation of local businesses within the Inland Empire to actively participate on Measure C projects (and to establish uniform wages, benefits and working conditions for the craft workers employed on applicable projects). For a copy of the PLA please visit: <http://www.rcc.edu/community/index.cfm>.

Muroran Valley College • Norco College • Riverside City College

WHAT RCCD PROJECTS ARE SUBJECT TO THE PLA?

The PLA is applicable to all RCCD Measure C Projects over \$1 million at the three RCCD campuses (Riverside City College, Moreno Valley College and Norco College) and other designated RCCD locations. Bidders are encouraged to review each project's Notice to Bidders for PLA applicability.

CAN CONTRACTORS USE THEIR OWN CORE EMPLOYEES?

Up to six (6) core employees can be used under the one to one ratio per craft process. A core is defined as an employee who appears on the affected contractor's active payroll records for 50 of the 100 days prior to the award of the contract.

HOW CAN A CONTRACTOR OBTAIN A FRINGE PLAN EXEMPTION FOR THEIR CORE EMPLOYEES?

To qualify for an exemption, a Bidder's fringe benefit plan(s) (health, welfare and pension) must meet or exceed the applicable Union fringe benefit individual plan(s) referenced in the Schedule A's. Bidders must submit their request no later than ten (10) days prior to bid opening to the PLA Administrator at PLAAdministrator@rcc.edu.

HOW CAN THE PLA ADMINISTRATOR ASSIST BIDDERS IN IDENTIFYING LOCAL BUSINESSES?

RCCD's PLA Administrator can assist Bidders and Prime Contractors in identifying local businesses based on their defined contracting needs by completing and submitting a "Bidders Inquiry Form" to the PLA Administrator at PLAAdministrator@rcc.edu at least seven (7) days prior to bid opening or five (5) days for post award assistance.

HOW IS PRIORITY GIVEN TO LOCAL RESIDENTS FOR PROJECT WORK?

In furtherance of RCCD's commitment to serve its local residents, the Unions and Contractors agree to first refer qualified journeyperson and apprentice residents of Riverside and San Bernardino Counties for project work.

WHAT CRAFTS AND TRADES ARE CURRENTLY BEING UTILIZED ON RCCD'S PLA PROJECTS?

Contractors are utilizing a number of building crafts and construction trades, including, but not limited to:

- ✓ Carpenters
- ✓ Iron Workers
- ✓ Plumbers
- ✓ Sheet Metal Workers
- ✓ Laborers
- ✓ Cement Masons
- ✓ Operating Engineers
- ✓ Building Construction Inspectors
- ✓ Electricians

ARE PLA PROJECTS SUBJECT TO PREVAILING WAGE?

Yes, California Labor Code Prevailing Wage requirements apply to PLA projects.

HOW IS THIS PROJECT LABOR AGREEMENT DIFFERENT FROM MOST OTHER PLAS?

- 1 Calls for a minimum of 50% local resident workforce participation.
- 2 State approved non-union apprenticeship programs determined to be equivalent to the enrollment and completion rates of State recognized by the PLA.
- 3 Non-Union Contractors whose fringe benefit plans (health, welfare and pension) meet or exceed the applicable Union fringe benefit plans will have to pay into the Unions plans (Refer to OBA on Contractor Fringe Benefit Exemption).
- 4 Ensure that every opportunity is afforded to local businesses to participate in Measure C projects.

FOR MORE INFORMATION, PLEASE VISIT http://rcc.edu/contracting_and_construction

WHERE CAN I OBTAIN A COPY OF THE PLA?

The PLA may be obtained at <http://www.rcc.edu/community/index.cfm> or by contacting RCCD's PLA Administrator at (951) 928-3107.



OUTREACH TO CONTRACTING COMMUNITY & STAKEHOLDERS

- *Local Business Fact Sheets have been created and disseminated to promote RCCD Board of Trustees approved Resolution to increase contracting opportunities and participation of local businesses within the Inland Empire's Riverside and San Bernardino counties on RCCD projects. (Attachment 2)*



Riverside Community College District

LOCAL BUSINESS PARTICIPATION PROGRAM

Local businesses' involvement and support are critical to the success of numerous Riverside Community College District projects, including the Susmie, Retzoff, Renovation and Expansion Projects at Riverside City College, Moreno Valley College and Norco College.

OVERVIEW

The Board of Trustees passed Resolution Number 2-04/05 on September 16, 2004, in support of local companies working on local projects. Riverside Community College District strives to promote and increase contracting opportunities and participation of local businesses within the Inland Empire's Riverside and San Bernardino counties on all RCCD projects. Measure C represents one of the biggest opportunities in recent years for multiple construction projects at RCCD's three colleges, and makes possible the construction of new facilities and the renovation of existing buildings during the next 15 to 20 years. This type of construction activity can have a significant financial impact on the local workforce and businesses in terms of products and construction related services supplied, wages earned, and money spent in the surrounding communities.

The District is committed to achieving these goals by providing accessible contractor supportive services, and ensuring that local businesses receive timely notifications of contracting opportunities through RCCD's local business program.

The Local Business Outreach Program is currently underway, and is in the process of building a dedicated support team to advance these important objectives. The Local Business Outreach Team is working closely with the Measure C Construction Program Delivery Team and prime contractors to achieve the merit set forth by the Riverside Community College District Board of Trustees in the resolution.

KEY FACTS

The RCCD Board of Trustees is committed to increasing business opportunities for all construction businesses, and suppliers local to Riverside and San Bernardino Counties. Construction businesses in Riverside and San Bernardino counties are currently participating in project construction. Construction will continue into 2015. (please visit http://www.rccd.edu/bidding_and_contracting/index.asp for new project contracting opportunities).

MAJOR CONTRACTS INCLUDE:

- Center for Student Services, Norco College, \$17,756,888
- Nursing/Science/Math Building, Riverside City College, \$56,840,000
- Wheelock PE Complex (Gymnasium Seismic Retrofit, Riverside City College, \$18,801,751
- Learning Gateway Building, Moreno Valley College, \$33,800,000

The Local Business Outreach Program works directly with prime contractors to identify opportunities for local businesses on these important renovation and expansion projects. The program provides assistance in securing plans and specifications for review and facilitating direct interaction between local businesses and prospective and active prime contractors.

The Riverside Community College District Board of Trustees has issued a resolution to ensure that RCCD procurement and contracting processes help to meet or exceed the local business participation objectives, and the Local Business Outreach Team stands ready to assist.

Moreno Valley College • Norco College • Riverside City College



DOES MY BUSINESS NEED TO BE PRE-QUALIFIED TO DO BUSINESS WITH RCCD?

No, RCCD does not have a pre-qualification process for its construction projects. Prime contractors are required to possess a valid contractor license applicable to services provided, general liability insurance, workers compensation insurance and bonding (bid bond, performance bonds and payment bonds, as applicable).

HOW DO I KNOW IF MY BUSINESS IS CONSIDERED TO BE A LOCAL BUSINESS?

A business is considered to be a Local Business if the business has either its principal office, or is functioning within the Riverside and San Bernardino Counties, defined zip codes and actively engaged in other principal areas of business within the Riverside and San Bernardino counties for at least six months prior to the award of contract work.

HOW WILL THE CONTRACTING COMMUNITY BE INFORMED OF RCCD'S FUTURE BIDDING OPPORTUNITIES?

By checking the RCCD website daily at http://rccd.edu/bidding_and_contracting/index.asp. RCCD will reach out to the business community through advertisement in the Press-Enterprise newspaper, electronic mail and by answering general questions and giving presentations about how to conduct business with the District.

HOW DO I RECEIVE NOTIFICATION OF BID OPPORTUNITIES?

RCCD posts all BID opportunities on its website at http://rccd.edu/bidding_and_contracting/index.asp.

WILL THE LOCAL BUSINESS PARTICIPATION PROGRAM BE CAPTURED AND REPORTED?

Yes, RCCD is committed to ensuring local businesses have every opportunity to participate in RCCD's contracting program. RCCD will effectively track, monitor and report on contractors successes in achieving these goals and objectives.

WILL RCCD OFFER TRAINING TO ASSIST CONTRACTORS UNFAMILIAR WITH PERFORMING PUBLIC WORKS PROJECTS?

As a part of RCCD Local Business Outreach Program no-cost Contractor Training will be offered. Among the workshops provided will be "How to do Business with RCCD", which will include a comprehensive review of RCCD's bidding requirements. Businesses interested in attending one of the upcoming workshops should contact the RCCD Local Business Outreach team at (951) 328-3707.

HOW DOES A BUSINESS OBTAIN PLANS AND SPECIFICATIONS?

Plans and Specifications can be obtained at the location(s) identified in the Notice to Bidders. Please visit the RCCD website: http://rccd.edu/bidding_and_contracting/index.asp, or call (951) 328-3707 for further assistance.

RCCD currently utilizes number of plan rooms; for a complete listing please visit the RCCD's website.

THE PROGRAM PROVIDES SUPPORT SERVICES, INCLUDING:

- Contractor Technical Assistance
- No-cost Contractor Training
- Business practices support and Referral
- Contractor Outreach, Business Training and Networking Events
- Identification of Small Business Subcontractor and Vendor Opportunities
- Local Business Referral Assistance in Prime and Major Subcontracts
- Ready Accessible Contracting Information
- Plan Rooms

Contact Information:
 For more information, contact the Local Business Outreach Program.
 Website: http://rccd.edu/bidding_and_contracting/index.asp
 Address: 3845 Market Street, 2nd Floor | Riverside, CA 92501
 Phone: (951) 328-3707
 E-mail: Plan_Administrator@rccd.edu

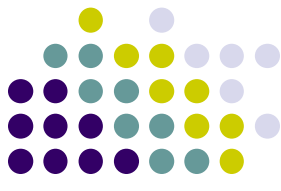


OUTREACH TO CONTRACTING COMMUNITY & STAKEHOLDERS

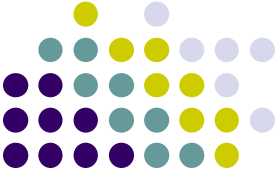
*RCCCD Measure C Projects Breakfast Outreach Forum
Riverside County Culinary Arts Academy
October 13, 2010*

- Over 60 Local Businesses Present; 81% expressed interest in bidding on RCCCD projects in the future.
- Workshop provided an overview of:
 - “Upcoming Measure C Contracting Opportunities”
 - “How the RCCCD Contracting Process Works”
 - “RCCCD PLA, Local Hire and Local Business Initiatives”, and
 - “How to Locate and Access Pertinent Information About RCCCD Contracting Opportunities”
- Firms present were provided an opportunity to network with other Primes and Subcontractors.
- All attendees have been added to RCCCD and CM Firms Bidders List.

OUTREACH TO CONTRACTING COMMUNITY & STAKEHOLDERS



- Working with RCCD Purchasing to upload fully executed RCCD PLA to web site to make document readily available and accessible to RCCD staff, CM Firms, prospective bidders and local contracting community at whole.
- Expanding Bidders List by contacting the local Chambers and trades associations (union and non-union) for list of member/affiliate contractors.
- Providing one-on-one PLA and Labor Compliance technical assistance to prospective bidders.
- Instituting processes for the substitution of local subcontractors, which includes the evaluation of prime contractor good faith efforts.



SNAPSHOT: PROJECTS CURRENTLY COVERED UNDER THE PLA

PLA Requirement: *The PLA is applicable to all RCCCD Measure C Projects over \$1 million.*

Project Name	Campus	Status
Wheelock PE Complex Gymnasium, Seismic Retrofit	Riverside	ongoing
Nursing Portables	Moreno	complete
MVC Lions Lot	Moreno	ongoing
Secondary Effects Project- Industrial Technology	Norco	ongoing
March Dental Education Center (MDEC)	Moreno	ongoing
Learning Gateway Building	Moreno	currently bidding
Culinary Arts Building/Market Street Property	District	currently bidding



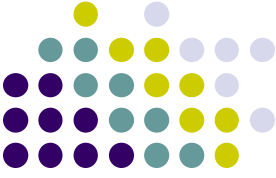
PLA Objective Re: Fringe Benefit Exemption Requests

PLA Requirement:

- *Bidders may qualify for an exemption to the PLA Fringe Benefit requirements if their benefit plan(s) (health, welfare and pension) meet or exceed the applicable Union fringe benefit individual plan(s) referenced in the Schedule A's.*
- *Bidders must submit their requests for exemptions prior to the bid due date.*

RCCD Response to Requirement:

- An infrastructure has been established to timely process and provide determinations to Contractor requests for PLA Fringe Benefit Exemptions received during the bid period, which included maintaining a complete library of union fringe benefit plans by trade.
- To ensure transparency, contractors seeking exemptions are provided evaluation criteria and a checklist of benefit information items to submit.
- Bidders are informed of the opportunity to submit a PLA Fringe Benefit Exemption request at all project job-walk meetings.
- Technical assistance is provided in greater detail to prospective bidders in explaining the exemption process and submitting the appropriate documents.



Snapshot: Contractor PLA Fringe Benefit Exemption Requests by Project

Company	Trade	Determination
Wheelock Gym Seismic Retrofit		
Pro-Craft Plumbing	Plumber, Industrial and General Pipe Fitter	Exemption Granted
	Sewer and Storm Drain Pipe Layer	Exemption Granted
	Sewer and Storm Drain Pipe Tradesman	Exemption Granted
	Apprentice Plumber Periods 1 through 5	Exemption Granted
	Operating Engineer	Exemption Granted
Tidwell Concrete Construction	Laborer and Related Classifications Group 4	Exemption Granted
	Teamsters	Exemption Granted
	Laborer	Partial Exemption Granted (Health & Well)
	Cement Mason	Partial Exemption Granted (Health & Well)
RIS Electrical	Operating Engineer	Partial Exemption Granted (Health & Well)
	MV Lion's Lot Electrical Data Reconnection Project	
	Operating Engineer	Exemption Granted
RIS Electrical	MV Learning Gateway Building Make-Ready Work Project	
	Operating Engineer	Exemption Granted
Earth Tek Engineering Corp.	Moreno Valley College Dental Education Center Project	
	Field Surveyor	Exemption Denied
Norco College- Norco Secondary Effects Project		
Dynalectric	Electrician	Exemption Denied (Did not provide required info. Per BEL to evaluate exemption)
RIS Electrical	Operating Engineer	Exemption Granted
Stanley Convergent Security Solutions, Inc.	Electrician	Exemption Denied (Did not provide required info. Per BEL to evaluate exemption)



PLA Objective Re: Local Hire Goal Attainments

PLA Requirement:

- *At least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce") are to be filled with residents of the Riverside and San Bernardino Counties.*

RCCD Response to Requirement:

- "Craft Request Forms" have been created and are required to be used by contractors to facilitate the dispatch of local residents to the projects, at the request of the contractor.
- "Core Employee List Forms" have been created and are to be submitted by all contractors to identify the local "core" employees whom they intend on utilizing on the project.
- Cumulative and Project Local Hire Goal Attainment Reports are maintained and published by the PLA Administrator on a quarterly basis.



Snapshot: PLA Local Hire Goal Attainments



Craft Request Form

Riverside Community College District
 PLA LOCAL RESIDENCY PREFERENCE PROGRAM
 CANDIDATE REQUEST FORM

PROJECT/PROJECT NO.: _____ ANTICIPATED HIRE DATE: _____

DATE OF REQUEST: _____

REQUESTED BY: _____

Name: _____ Title: _____

Company: _____ Address: _____

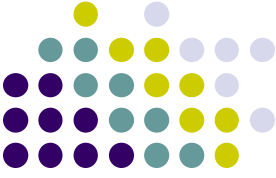
Scope of Work: _____

Applicant Requirements:
 Construction Trade Worker Craft: _____ Union Local: _____
 Classification Level: Journeyman Apprentice: Level: _____ Specific Skills/Requirement: _____
 Estimated Start Date on Project: _____ Estimated Number of Hours: _____
 Construction Trade Worker:
 Position Title: _____ Position Description: _____

Contractor Instructions:
 This form is to be used in conjunction with each Union established dispatch process. Please complete and fax this form to the Local Union when requesting a local hire. Please print your Fax Transmission Verification Report and keep a copy of this request for your records. Please provide complete and detailed information to assist us in meeting your request.

Dispatcher Instructions:
 In the spirit of cooperation of the RCCD PLA, the Union shall make efforts to assist the Riverside Community College District and the Contractor to dispatch local employees, including apprentices, who reside in the following priority order: 1) Riverside County, or 2) San Bernardino County. A list of the County zip codes may be found in Attachment 1 of this Form

FOR OFFICE USE ONLY
 Received By: _____ Date Received: _____ Time Received: _____ Response Date: _____



Snapshot: PLA Local Hire Goal Attainments



Local Hire Attainment Report: Cumulative

RCCD RIVERSIDE COMMUNITY COLLEGE DISTRICT

Local Hire Summary
 Cumulative PLA Project Report (March 25, 2011)

REPORT PURPOSE:
 This report represents a cumulative summary of the Riverside Community College District's (District) efforts, to date, in meeting the Program Goals referenced in the Project Labor Agreement (PLA) Article I, Section 1.1, 1.2 and 1.3 and Article III, Section 3.3 and 3.3.1 (f). Specifically, the Goal calls for:
 ✓ At least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce"), by craft, are to be filled with residents of the Riverside and San Bernardino Counties;
 ✓ Residents of Riverside and San Bernardino Counties shall be first referred for Project Work;
 ✓ All hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of residents in Riverside County first and then to San Bernardino County; and
 ✓ Provide employment opportunities for residents of the District, as well as opportunities for students and graduates of the District to enter the construction industry thru pre-apprenticeship and apprenticeship programs.

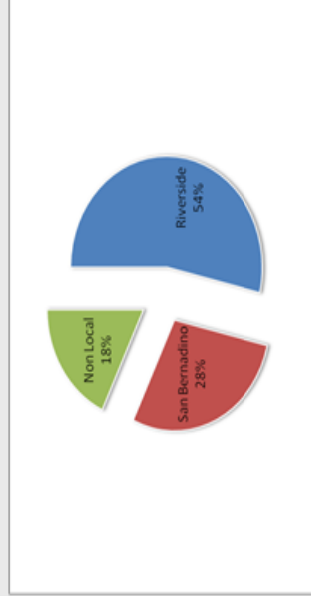
CRITERIA FOR REPORT:
 The criterion for Local Hire has been established in Attachment II of the PLA, which provides zip codes in Riverside and San Bernardino Counties and that are within the area of the District's three (3) campuses. This report offers two (2) attainment figures as the PLA goal calls for the representation of residents in Riverside and San Bernardino Counties.

REPORT DATA:
 The data for this report has been compiled through the utilization of Contractor Certified Payroll Records received by the PLA Administrator and represents those workers in skilled trade positions (journeymen and apprentices) employed by the prime contractor and lower tier subcontractors.

REPORT LIMITATIONS:
 This report captures Contractor Certified Payroll Records for RCCD PLA project through March 25, 2011 for all closed and active projects.

¹ This report is based on data as of March 25, 2011

RCCD PLA LOCAL HIRE GOAL	50%
RCCD LOCAL HIRE ATTAINMENT	82%





Snapshot: PLA Local Hire Goal Attainments



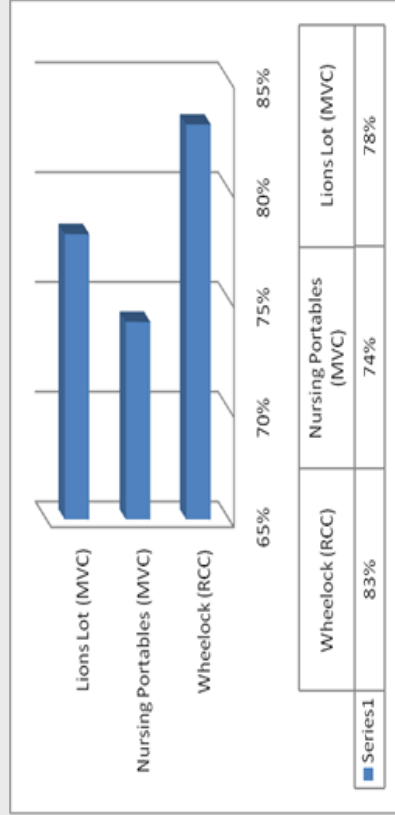
Local Hire Attainment Report: Project Specific

RCCD

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Local Hire Summary
Cumulative PLA Project Report (March 25, 2011)

RCCD PLA PROJECT LOCAL HIRE SUMMARY REPORT



* Reporting is reflective of all prime and subcontractor who have performed as of March 25, 2011



Snapshot: PLA Local Hire Goal Attainment



Local Hire Attainment Report: Wheelock



Local Hire Summary Report
 Wheelock PE Complex, Gymnasium, Seismic Retrofit Ph. II

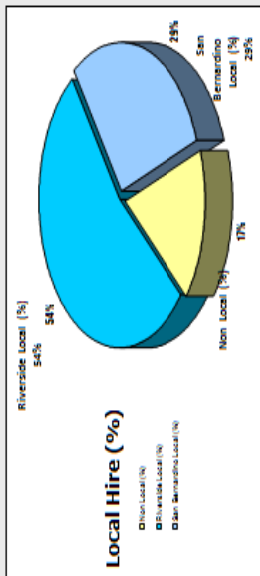
REPORT PURPOSE:
 This report represents a cumulative summary of the Riverside Community College District's (District) efforts, to date, in meeting the Program Goals referenced in the Project Labor Agreement (PLA) Article I, Section 1.1, 1.2 and 1.3 and Article III, Section 3.3 and 3.3.1 of. Specifically, this Goal calls for:
 ✓ At least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce"), by craft, are to be filled with residents of the Riverside and San Bernardino Counties;
 ✓ Residents of Riverside and San Bernardino Counties shall be first referred for Project Work;
 ✓ All hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of residents in Riverside County first and then to San Bernardino County; and
 ✓ Provide employment opportunities for residents of the District, as well as opportunities for students and graduates of the District to enter the construction industry thru pre-apprenticeship and apprenticeship programs.

CRITERIA FOR REPORT:
 The criterion for Local Hire has been established in Attachment II of the PLA, which provides zip codes in Riverside and San Bernardino Counties and that are within the area of the District's three (3) campuses. This report offers two (2) attainment figures as the PLA goal calls for the representation of residents in Riverside and San Bernardino Counties.

REPORT DATA:
 The data for this report has been compiled through the utilization of Contractor Certified Payroll Records received by the PLA Administrator and represents those workers in skilled trade positions (Journeyman and apprentices) employed by the prime contractor and lower tier subcontractors.

REPORT LIMITATIONS:
 This report captures Contractor Certified Payroll Records through week ending March 25, 2011 for all active Prime's.

RCCD PLA GOAL FOR LOCAL WORKFORCE PARTICIPATION	50%
WHEELOCK PROJECT LOCAL HIRE ATTAINMENT (as of March 25, 2011)	83%*



* Based on total workforces reported to date by Prime and Subcontractors.


† This report is based on data as of March 25, 2011



Snapshot: PLA Local Hire Goal Attainments



Local Hire Attainment Report: Nursing Portables



**RIVERSIDE COMMUNITY
 COLLEGE DISTRICT**

Local Hire Summary Report
 Nursing Portables (Moreno Valley)

REPORT PURPOSE:
 This report represents a cumulative summary of the Riverside Community College District's (District) efforts, to date¹, in meeting the Program Goals referenced in the Project Labor Agreement (PLA) Article I, Section I, 1.2 and 1.3 and Article III, Section 3.3 and 3.1.1 of). Specifically, the Goal calls for:

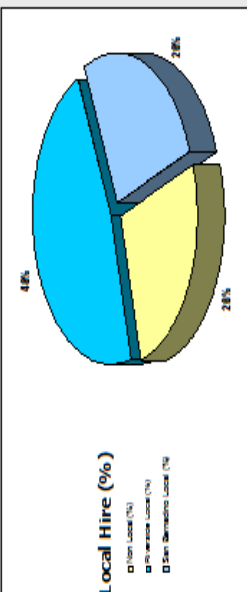
- ✓ At least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce"), by craft, are to be filled with residents of the Riverside and San Bernardino Counties;
- ✓ Residents of Riverside and San Bernardino Counties shall be first referred for Project Work;
- ✓ All hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of residents in Riverside County first and then to San Bernardino County; and
- ✓ Provide employment opportunities for residents of the District, as well as opportunities for students and graduates of the District to enter the construction industry thru pre-apprenticeship and apprenticeship programs.

CRITERIA FOR REPORT:
 The criterion for Local Hire has been established in Attachment II of the PLA, which provides zip codes in Riverside and San Bernardino Counties and that are within the area of the District's three (3) campuses. This report offers two (2) attainment figures as the PLA goal calls for the representation of residents in Riverside and San Bernardino Counties.

REPORT DATA:
 The data for this report has been compiled through the utilization of Contractor Certified Payroll Records received by the PLA Administrator and represents those workers in skilled trade positions (journeyman and apprentices) employed by the prime contractor and lower tier subcontractors.

REPORT LIMITATIONS:
 This report captures Contractor Certified Payroll Records through week ending January 18, 2011 for all active Prime's².

RCCD PLA GOAL FOR LOCAL WORKFORCE PARTICIPATION	50%
NURSING PORTABLES PROJECT LOCAL HIRE ATTAINMENT (as of January 18, 2011)	74%²



Local Hire (%)

- Non Local (%) 26%
- Riverside Local (%) 48%
- San Bernardino Local (%) 26%

¹ This report is based on data as of January 18, 2011
² Based on total workforce reported to date by Prime and Subcontractors.



Snapshot: PLA Local Hire Goal Attainments



Local Hire Attainment Report: Lions Lot



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Local Hire Summary Report
 Project: Lions Lot (MVC)

REPORT PURPOSE:

- This report represents a cumulative summary of the Riverside Community College District's (District) efforts, to date, in meeting the Program Goals referenced in the Project Labor Agreement (PLA) Article I, Section 1.1, 1.2 and 1.3 and Article III, Section 3.3 and 3.1. Specifically, this Goal calls for:
- ✓ At least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce"), by craft, are to be filled with residents of the Riverside and San Bernardino Counties;
 - ✓ Residents of Riverside and San Bernardino Counties shall be first referred for Project Work;
 - ✓ All hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of residents in Riverside County first and then to San Bernardino County; and
 - ✓ Provide employment opportunities for residents of the District, as well as opportunities for students and graduates of the District to enter the construction industry thru pre-apprenticeship and apprenticeship programs.

CRITERIA FOR REPORT:

The criterion for Local Hire has been established in Attachment II of the PLA, which provides zip codes in Riverside and San Bernardino Counties and that are within the area of the District's three (3) campuses. This report offers two (2) attainment figures as the PLA goal calls for the representation of residents in Riverside and San Bernardino Counties.

REPORT DATA:

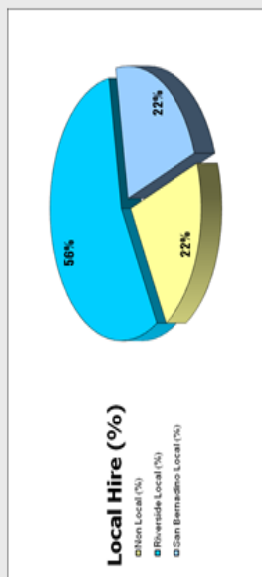
The data for this report has been compiled through the utilization of Contractor Certified Payroll Records received by the PLA Administrator and represents those workers in skilled trade positions (journeymen and apprentices) employed by the prime contractor and lower tier subcontractors.

REPORT LIMITATIONS:

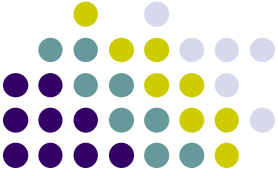
This report captures Contractor Certified Payroll Records through week ending March 25, 2011 for all active Prime's.

¹ This report is based on data as of March 25, 2011

RCCD PLA GOAL FOR LOCAL WORKFORCE PARTICIPATION	50%
LIONS LOT PROJECT LOCAL HIRE ATTAINMENT (as of March 25, 2011)	78%²



² Based on total workforce reported to date by Prime and Subcontractors.



Snapshot: Local Business Contractor Project Commitments



RIVERSIDE COMMUNITY
 COLLEGE DISTRICT

Overall Local Business Project Summary (as of April 19, 2011)

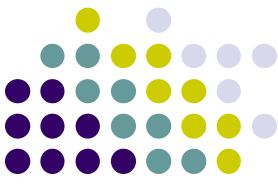
Project Name	Campus	Status	Contract Value \$	Local Business Commitment \$ ¹	Local Business Commitment %	Local Business Attainment % ²
Whelock PE Complex Gymnasium, Seismic Retrofit	Riverside	Ongoing	\$ 13,469,446.00	\$ 5,055,425.00	39%	TBD
Nursing Portables	Moreno	Complete	\$ 283,000.00	\$ 283,000.00	100%	100%
MVC Lions Lot	Moreno	Ongoing	\$ 1,500,000.00	\$ 777,818.00	70%	TBD
Secondary Effects Project-Industrial Technology	Norco	Ongoing	\$ 7,759,000.00	TBD	28%	TBD
March Dental Education Center (MDEC)	Moreno	Ongoing	\$ 9,500,000.00	TBD	46%	TBD
Learning Gateway Building	Moreno	Currently Bidding	TBD	TBD	TBD	TBD
Culinary Arts Building/Market Street Property	District	Currently Bidding	TBD	TBD	TBD	TBD

1. Local Business Commitment values are based on all contract values (prime & subs) submitted at time of bid.

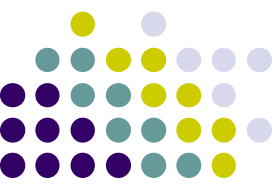
2. Local Business Commitment values are based on all contract values (prime & subs) provided at project completion

RCCD PLA IMPLEMENTATION:

“WHAT’S NEXT?”



- Building Trades and affiliate Unions, in conjunction with RCCD, will develop and host a “Craft Job Fair” in Fall 2011.
- Planning contractor workshop for Fall 2011. Items to be covered include:
 - Prevailing Wages, Schedules of Values, Estimating, Bonding Capacity and Insurance
- Continuing building relationships with greater Riverside Chambers of Commerce.

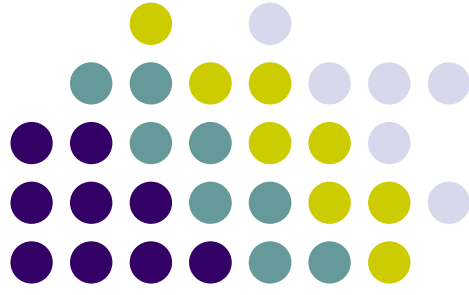


Recap of Highlights

- ✓ Local Worker Participation
 - 82% Attainment vs. 50% Goal
- ✓ Local Business Participation
 - 57% Average
- ✓ Approved full or partial Fringe Benefit Exemptions for 13 of 16 contractor requests received.
- ✓ The economic stimulus impact going beyond what is illustrated through local purchasing, local investment and local workforce.
 - ✓ *“Based on the Federal Stimulus Job Creation Formula, \$752 Million in Combined Measure ‘C’ and State Funds should Create 5,724 Jobs, which will result in \$131,377 invested into the Local Economy per Job Created.” (Mr. Orin Williams, Assoc Vice Chancellor, Facilities, Planning, Design & Construction, RCCD)*

QUESTIONS & ANSWERS

Thank You



Riverside Community College District

PROJECT LABOR AGREEMENT

OVERVIEW

The Riverside Community College District Board of Trustees voted to approve a five-year Project Labor Agreement (PLA) on March 16, 2010. The Agreement covers all RCCD construction projects using \$1 million or more in Measure C funds. Twenty-one Inland Empire building craft and construction trade unions are signatories to the Agreement. RCCD is committed to provide accessible contractor technical assistance to promote contractor acclimation and compliance with the Agreement facilitated by RCCD's PLA Administration Team.

The intent of the PLA is to ensure a joint cooperative effort is made by all parties toward achieving:

- Identification and retention of skilled labor;
- 50% Local Resident Workforce Participation;
- Project Work Cooperation;
- Proactive Peaceful Resolution to All Disputes; and
- Timely, Safe and Economical Execution of construction projects.



Additionally, the PLA was further designed to promote and advance the participation of local businesses within the Inland Empire to actively participate on Measure C projects (and to establish uniform wages, benefits and working conditions for the craft workers employed on applicable projects). For a copy of the PLA please visit: <http://www.rcc.edu/community/index.cfm>.



Moreno Valley College • Norco College • Riverside City College

WHAT RCCD PROJECTS ARE SUBJECT TO THE PLA?

The PLA is applicable to all RCCD Measure C Projects over \$1 million at the three RCCD campuses (Riverside City College, Moreno Valley College and Norco College) and other designated RCCD locations. Bidders are encouraged to review each project's Notice to Bidders for PLA applicability.

CAN CONTRACTORS USE THEIR OWN CORE EMPLOYEES?

Yes, up to six (6) core employees can be used under the one to one ratio per craft process. A core is defined as an employee who appears on the affected contractor's active payroll records for 50 of the 100 days prior to the award of the contract.

HOW CAN A CONTRACTOR OBTAIN A FRINGE PLAN EXEMPTION FOR THEIR CORE EMPLOYEES?

To qualify for an exemption, a Bidder's fringe benefit plan(s) (health, welfare and pension) must meet or exceed the applicable Union fringe benefit individual plan(s) referenced in the Schedule A's. Bidders must submit their request no later than ten (10) days prior to bid opening to the PLA Administrator at PLA.Administrator@rcc.edu.

HOW CAN THE PLA ADMINISTRATOR ASSIST BIDDERS IN IDENTIFYING LOCAL BUSINESSES?

RCCD's PLA Administrator can assist Bidders and Prime Contractors in identifying local businesses based on their defined contracting needs by completing and submitting a "Bidders Inquiry Form" to the PLA Administrator at PLA.Administrator@rcc.edu at least seven (7) days prior to bid opening or five (5) days for post award assistance.

HOW IS PRIORITY GIVEN TO LOCAL RESIDENTS FOR PROJECT WORK?

In furtherance of RCCD's commitment to serve its local residents, the Unions and Contractors agree to first refer qualified journeyman and apprentice residents of Riverside and San Bernardino Counties for project work.

WHAT CRAFTS AND TRADES ARE CURRENTLY BEING UTILIZED ON RCCD'S PLA PROJECTS?

Contractors are utilizing a number of building crafts and construction trades, including, but not limited to:

- ✓ Carpenters
- ✓ Painters
- ✓ Iron Workers
- ✓ Laborers
- ✓ Plumbers
- ✓ Sheet Metal Workers
- ✓ Operating Engineers
- ✓ Cement Masons
- ✓ Electricians
- ✓ Building Construction Inspectors

HOW CAN BIDDERS REQUEST THE USE OF NON-UNION AFFILIATED APPRENTICESHIP PROGRAMS?

A contractor may use a non-union affiliated apprenticeship program provided that the non-union affiliated program has a graduation completion rate greater than or equal to that of the union affiliated apprentice program. The Bidders must submit their request for exemption no later than ten (10) days prior to bid opening to the PLA Administrator at PLA.Administrator@rcc.edu.

ARE PLA PROJECTS SUBJECT TO PREVAILING WAGE?

Yes, California Labor Code Prevailing Wage requirements apply to PLA projects.

HOW IS THIS PROJECT LABOR AGREEMENT DIFFERENT FROM MOST OTHER PLA'S?

- 1 Calls for a minimum of 50% local resident workforce participation.
- 2 State approved non-union apprenticeship programs determined to be equivalent to the enrollment and completion rates of State approved union apprenticeship programs are recognized by the PLA.
- 3 Non-Union Contractors whose fringe benefit plans (health, welfare and pension) meet or exceed the union fringe benefit plans do not have to pay into the union plan. (Refer to Q&A on Contractor Fringe Benefit Exemption.)
- 4 Ensures that every opportunity is afforded to local businesses to participate in measure C projects.

WHERE CAN I OBTAIN A COPY OF THE PLA?

The PLA may be obtained at <http://www.rcc.edu/community/index.cfm> or by contacting RCCD's PLA Administrator at (951) 328-3707.

FOR MORE INFORMATION, PLEASE VISIT
http://rcc.edu/bidding_and_contracting/index.asp



Riverside Community College District

LOCAL BUSINESS PARTICIPATION PROGRAM

Local businesses' involvement and support are critical to the success of numerous Riverside Community College District projects, including the Seismic Retrofit, Renovation and Expansion Projects at Riverside City College, Moreno Valley College and Norco College.

OVERVIEW

The Board of Trustees passed Resolution Number 2-04/05 on September 16, 2004, in support of local companies working on local projects. Riverside Community College District strives to promote and increase contracting opportunities and participation of local businesses within the Inland Empire's Riverside and San Bernardino counties on all RCCD projects. Measure C represents one of the biggest opportunities in recent years for multiple construction projects at RCCD's three colleges, and makes possible the construction of new facilities and the renovation of existing buildings during the next 15 to 20 years. This type of construction activity can have a significant financial impact on the local workforce and businesses in terms of products and construction related services supplied, wages earned, and money spent in the surrounding communities.

The District is committed to achieving these goals by providing accessible contractor supportive services, and ensuring that local businesses receive timely notifications of contracting opportunities through RCCD's local business program.

The Local Business Outreach Program is currently underway, and is in the process of building a dedicated support team to advance these important objectives. The Local Business Outreach Team is working closely with the Measure C Construction Program Delivery Team and prime contractors to achieve the intent set forth by the Riverside Community College District Board of Trustees in the resolution.

KEY FACTS

The RCCD Board of Trustees is committed to increasing business opportunities for all construction businesses, and suppliers local to Riverside and San Bernardino Counties.

Construction businesses in Riverside and San Bernardino counties are currently participating in project construction.

Construction will continue into 2015, (please visit http://www.rcc.edu/bidding_and_contracting/index.asp for new project contracting opportunities).

MAJOR CONTRACTS INCLUDE:

- Center for Student Services, Norco College, **\$17,756,698**
- Nursing/Science/Math Building, Riverside City College, **\$56,840,000**
- Wheelock PE Complex Gymnasium Seismic Retrofit, Riverside City College, **\$18,601,751**
- Learning Gateway Building, Moreno Valley College, **\$31,800,000**



The Local Business Outreach Program works directly with prime contractors to identify opportunities for local businesses on these important renovation and expansion projects. The program provides assistance in securing plans and specifications for review and facilitating direct interaction between local businesses and prospective and active prime contractors.

The Riverside Community College District Board of Trustees has issued a resolution to ensure that RCCD procurement and contracting processes help to meet or exceed the local business participation objectives, and the Local Business Outreach Team stands ready to assist.



Moreno Valley College • Norco College • Riverside City College

DOES MY BUSINESS NEED TO BE PRE-QUALIFIED TO DO BUSINESS WITH RCCD?

No, RCCD does not have a pre-qualification process for its construction projects. Prime contractors are required to possess a valid contractor license applicable to services provided, general liability insurance, workers compensation insurance and bonding (bid bond, performance bonds and payment bonds, as applicable).

HOW DO I KNOW IF MY BUSINESS IS CONSIDERED TO BE A LOCAL BUSINESS?

A business is considered to be a Local Business if the business has either its principal office, or is functioning within the Riverside and San Bernardino Counties defined zip codes and actively engaged in their principal line(s) of business within the Riverside and San Bernardino counties for at least six months prior to the award of contract work.

HOW WILL THE CONTRACTING COMMUNITY BE INFORMED OF RCCD'S FUTURE BIDDING OPPORTUNITIES?

By checking the RCCD website daily at http://rcc.edu/bidding_and_contracting/index.asp. RCCD will reach out to the business community through advertisement in the Press-Enterprise newspaper, electronic mail and by answering general questions and giving presentations about how to conduct business with the District.

HOW DO I RECEIVE NOTIFICATION OF BID OPPORTUNITIES?

RCCD posts all BID opportunities on its website at http://rcc.edu/bidding_and_contracting/index.asp.

WILL THE LOCAL BUSINESS PARTICIPATION PROGRAM BE CAPTURED AND REPORTED?

Yes. RCCD is committed to ensuring local businesses have every opportunity to participate in RCCD's contracting program. RCCD will effectively track, monitor and report on contractors successes in achieving these goals and objectives.

WILL RCCD OFFER TRAINING TO ASSIST CONTRACTORS UNFAMILIAR WITH PERFORMING PUBLIC WORKS PROJECTS?

As a part of RCCD Local Business Outreach Program no-cost Contractor Training will be offered. Among the workshops provided will be "How to do business with RCCD," which will include a comprehensive review of RCCD's bidding requirements. Businesses interested in attending one of the upcoming workshops should contact the RCCD Local Business Outreach Team at (951) 328-3707.

HOW DOES A BUSINESS OBTAIN PLANS AND SPECIFICATIONS?

Plans and Specifications can be obtained at the location/s identified in the Notice to Bidders. Please visit the RCCD website: http://rcc.edu/bidding_and_contracting/index.asp, or call (951) 328-3707 for further assistance.

RCCD currently utilizes number of plan rooms; for a complete listing please visit the RCCD's website.



THE PROGRAM PROVIDES SUPPORT SERVICES, INCLUDING:

- Contractor Technical Assistance
- No-cost Contractor Training
- Business practices support and Referral
- Contractor Outreach, Business Teaming and Networking Events
- Identification of Small Business Subcontractor and Vendor Opportunities
- Local Business Referral Assistance to Prime and Major Subcontractors
- Readily Accessible Contracting Information
- Plan Rooms

Contact Information:

For more information, contact the Local Business Outreach Program:

Website: http://rcc.edu/bidding_and_contracting/index.asp

Address: 3845 Market Street, 2nd Floor | Riverside, CA 92501

Phone: (951) 328-3707

E-mail: Pla.Administrator@rcc.edu



In response to the Riverside Community College District commitment to local business development, the Local Business Outreach Program will be providing free contractor training. Contractors will learn firsthand about the Notice to Bidders requirements, what is considered a responsive bid, the Project Labor Agreement and Labor Compliance Program, as well as the Contractor General Conditions and Project specifics.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-D-2

Date: May 17, 2011

Subject: Division of the State Architect Project Closure – Updated Status Report

Background: On September 21, 2010, the Board of Trustees was presented with a status report of the District's construction projects closed with certification and four (4) projects which were identified as uncertified. The Board also approved a project budget in the amount of \$75,000 for the Division of State Architect (DSA) Closeout project. The DSA Closeout project budget included funding to close with certification all remaining uncertified projects for each of the three District colleges.

Staff now presents to the Board of Trustees an update on the DSA Project Closure Project (Exhibit A).

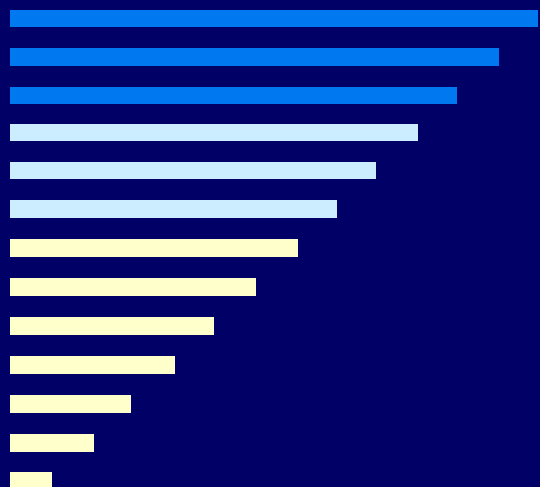
Information Only.

Gregory W. Gray
Chancellor

Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Michael J. Stephens
Capital Program Administrator
Facilities Planning, Design and Construction

Dale T. Adams
Project Manager
Facilities Planning, Design and Construction



Division of the State Architect (DSA)

Project Closure Without Certification

UPDATED STATUS REPORT

By Dale T. Adams

Project Manager

May 17, 2011



Project Closure Without Certification Status Report to the Board of Trustees

- The Board of Trustee's are personally liable for any project not closed with certification.
- Future college construction planned in the area of a project closed without certification will not be considered by the Division of the State Architect for construction until the project number is certified.
- In 2007 the Division of the State Architect closed several thousand projects without certification.
- Currently of the 112 California Community Colleges there are approximately 1,000 projects that are closed without certification.
- The Statewide average for these uncertified projects equals approximately nine (9) projects per college.
- **California Watch launched a new campaign to expose non-compliant DSA projects.**



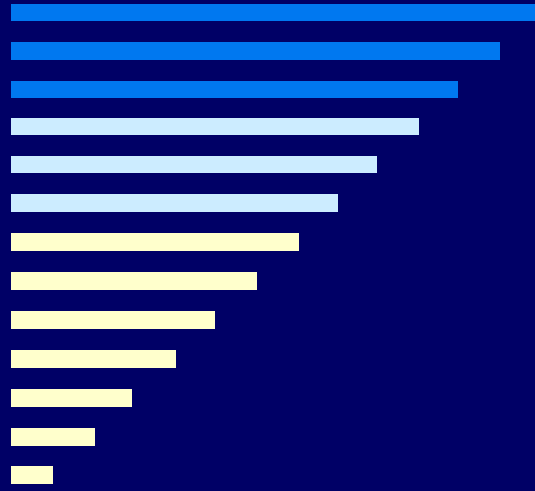
Project Closure Without Certification Status Report to the Board of Trustees

- In 2007 – 2008, Riverside Community College District had 31 of these uncertified projects.
- Today, through research, perseverance, negotiating with the Division of the State Architect and using District Measure C funding RCCD **had** four (4) uncertified projects which **were** anticipated to close with certification by January 2011, but was delayed due to DSA furloughs.
 - 04-58868-Headstart Bldg. (Norco) **Certification & Close of File, 12/03/10**
 - 04-102993-Bridge Over Drainage (Riverside), **Void per 6 Month Rule, 10/20/10**
 - 04-109859 and 896-Shade Structures (Norco & Moreno Valley), **Certification & Close of File, 04/04/11**
- **At this time RCCD is the only CCD in CA with active construction that has NO projects deemed “Closed Without Certification.**

Project Closure Without Certification

UPDATED STATUS REPORT

Questions ?



RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-D-3

Date: May 17, 2011

Subject: Citrus Belt Savings and Loan Gallery Project – Design Presentation

Background: On March 16, 2010, the Board of Trustees approved the Citrus Belt Savings and Loan Gallery project located at the Market Street Properties. A tentative project budget in the amount of \$4 million using Redevelopment Pass-Through funds was also approved. On March 16, 2010, the Board of Trustees approved an agreement with LPA architects to provide design, engineering and construction administration services in an amount of \$327,500 for the project.

The Associate Vice Chancellor of Facilities Planning and Development and LPA architects now provide a design presentation (Exhibit A) on the Citrus Belt Savings and Loan Gallery project for the Board's review.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff

Orin L. Williams
Associate Vice Chancellor
Facilities Planning and Development

CBS&L – Art Gallery

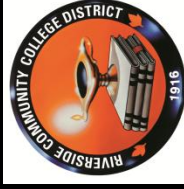
AGENDA

03 MAY 2011

LIGHTING DESIGN
INTERIOR DESIGN

LPA

“Creating sustainable places and spaces that enrich the lives of those who use them”



CBS&L – Art Gallery

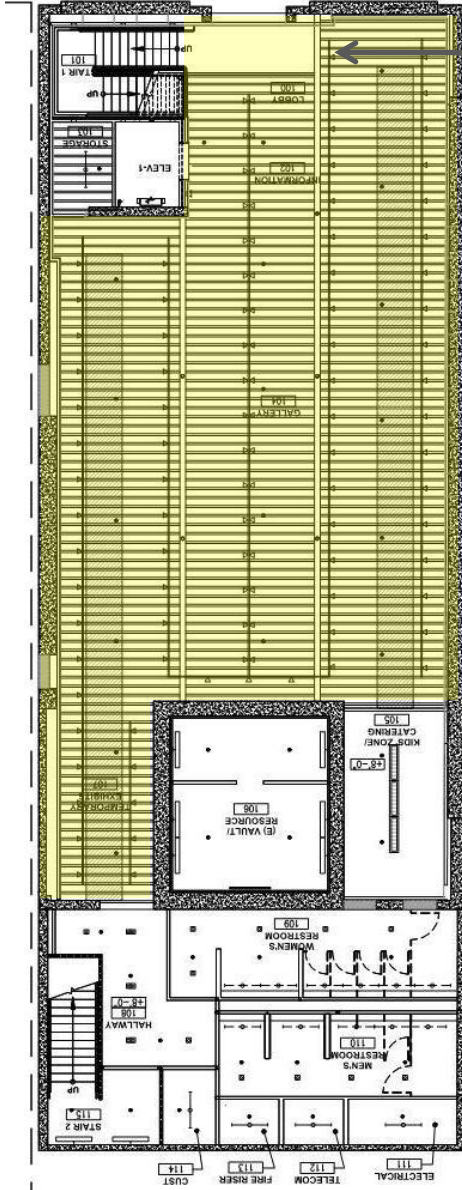
LIGHTING DESIGN

LPA

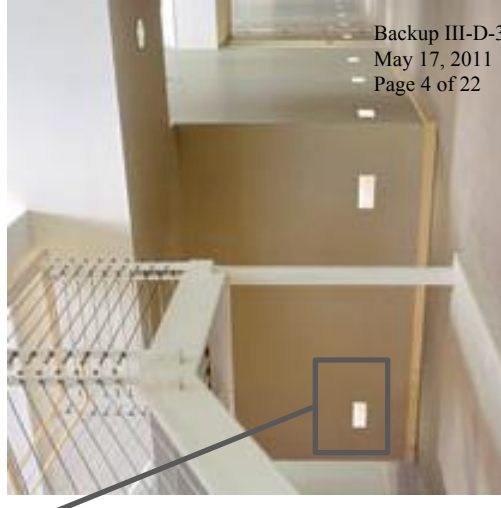
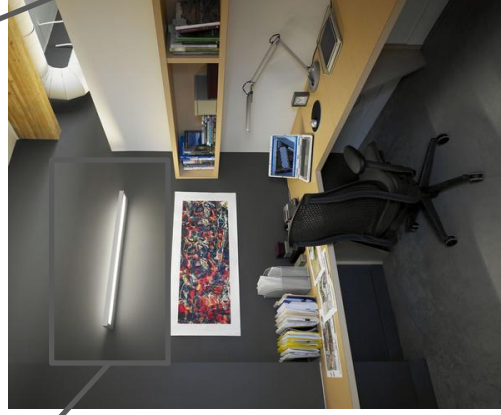
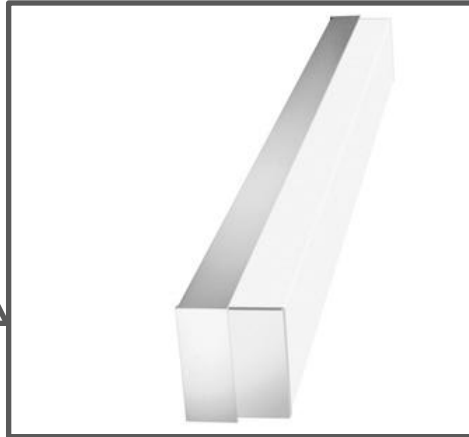
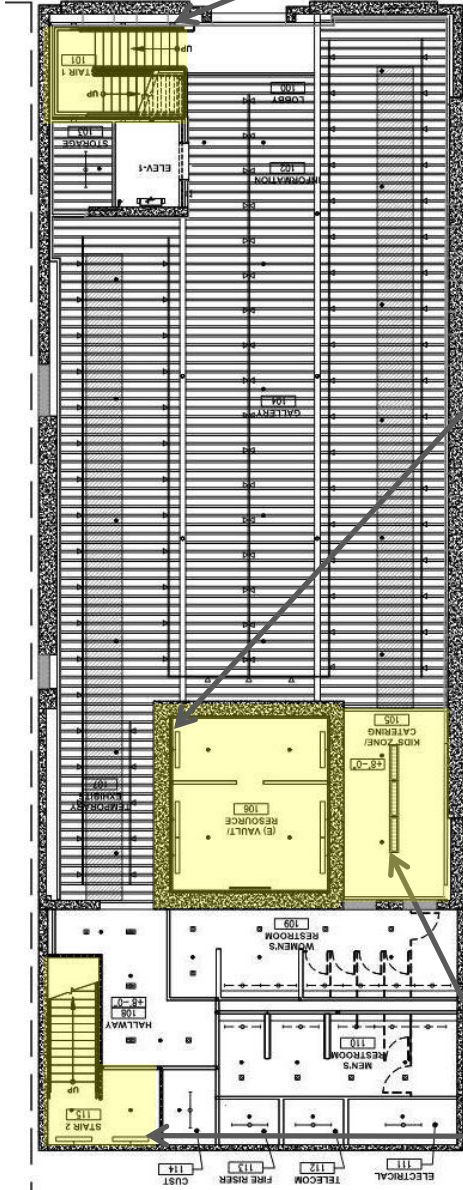
“Creating sustainable places and spaces that enrich the lives of those who use them”

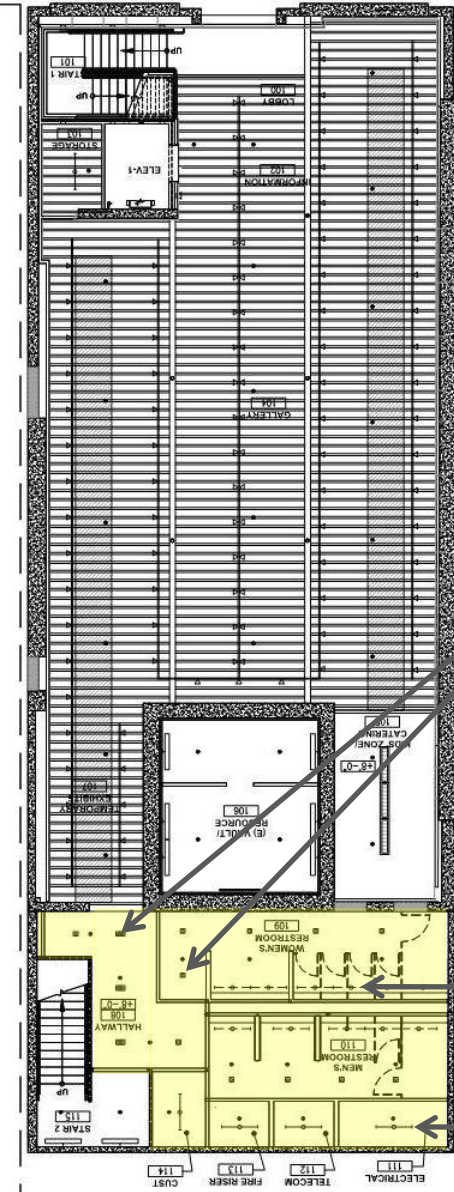


- Backlit reception desk
- Linear runs of track lighting surface mounted to bottom of joists, to maximize flexibility of exhibit space
- Fixture finish – black, to match dark ceiling



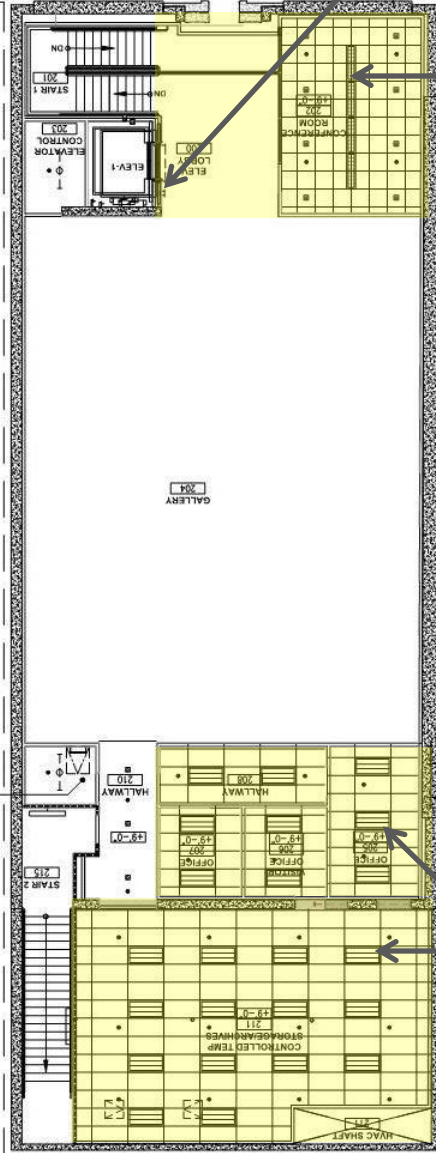
- Vault/Resource – wall mounted linear direct/indirect fluorescent
- Kids' Zone/Catering – surface mounted linear fluorescent wraparound
- Stair 1 - low level recessed steplights, “hole in the wall” style
- Stair 2 – wall mounted linear fluorescent wraparound



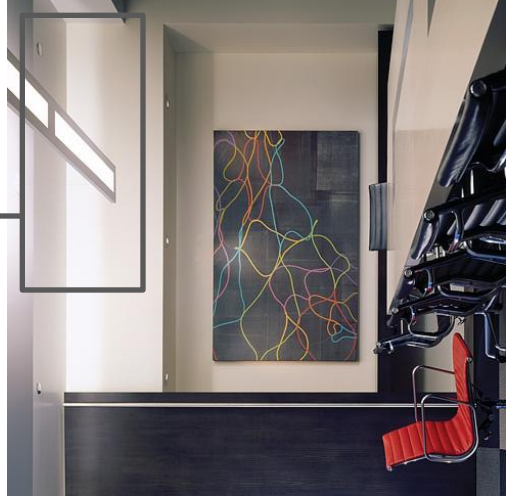
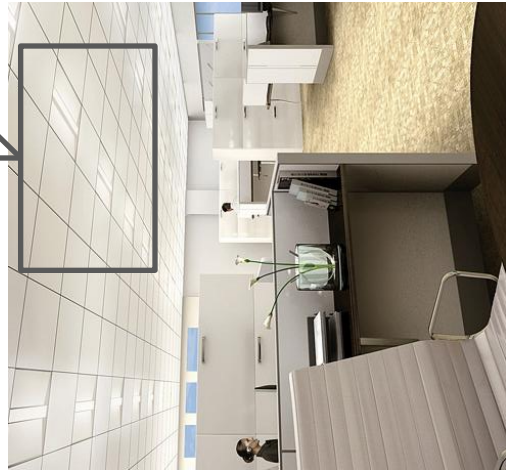


- *Hallway – recessed single and multi-head, adjustable square accent lights*
- *Restrooms – cove style linear fluorescent light “slot” to wash walls; plus recessed adjustable square accent lights*
- *Back of House – linear fluorescent strip with wire guard*

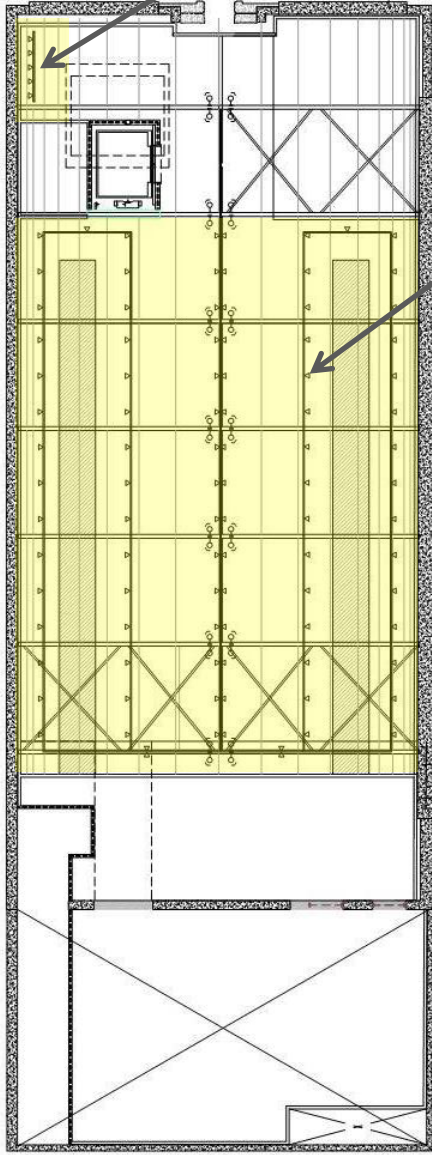




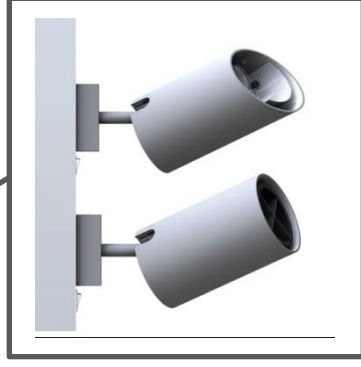
- Conference - pendant mounted direct/indirect linear fluorescent
- Offices, Hallway – recessed direct/indirect
- Storage/Archive – recessed direct/indirect (with UV filters)
- Elevator Lobby – flush mounted linear fluorescent “sconce”



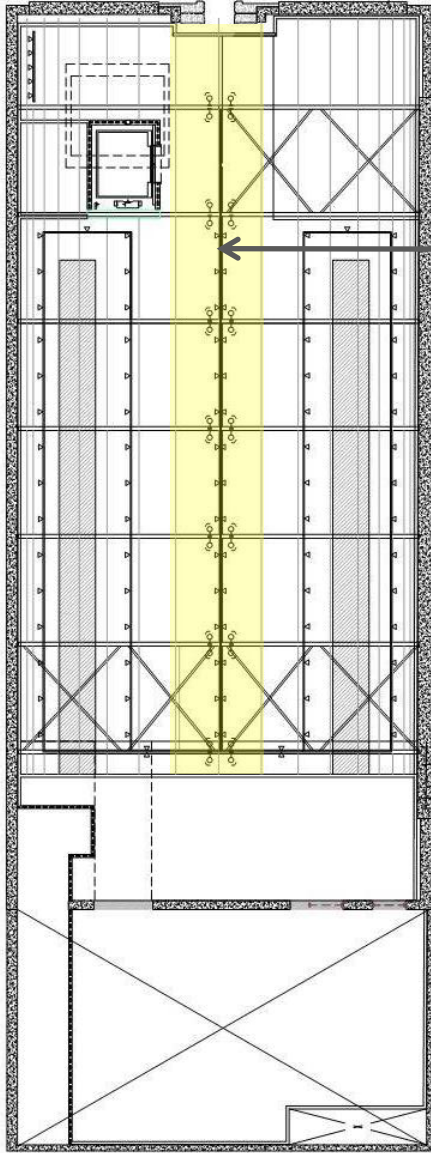
Second Floor Lighting Layout



- Grid of track lighting surface mounted to bottom of trusses; pendant mounted supports as required
- Fixture finish – white, to match light ceiling
- Stairs – linear run of track lighting to wash tall wall (art), plus illuminate landing



- Directional floodlights surface mounted to truss, aimed up, to provide layer of ambient indirect lighting; technique dependent on ceiling treatment



Facade

- Direct burial uplights at each column; small aperture, well-shielded
- Along front only, or down side as well?

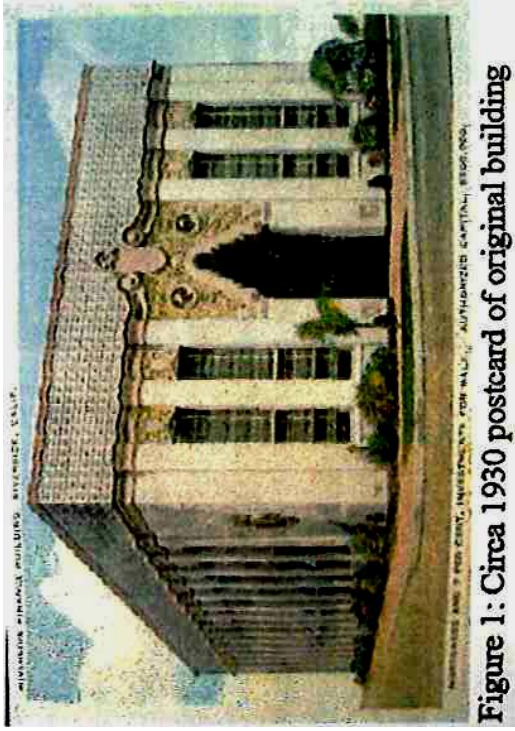


Figure 1: Circa 1930 postcard of original building

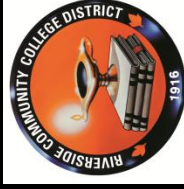


CBS&L – Art Gallery

INTERIOR DESIGN

LPA

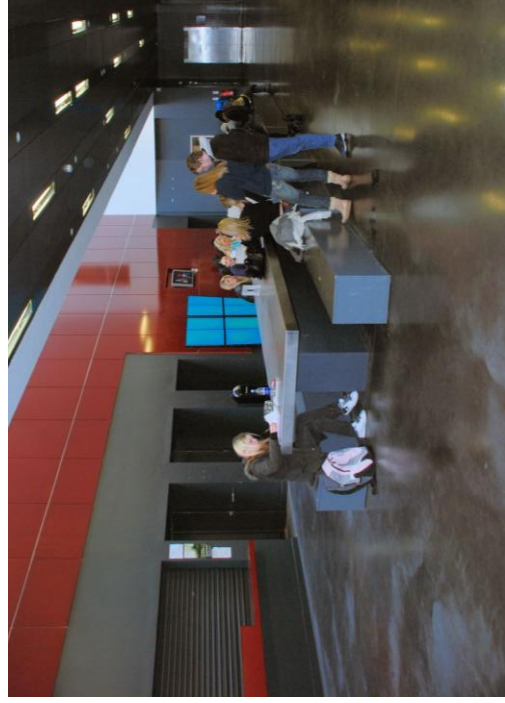
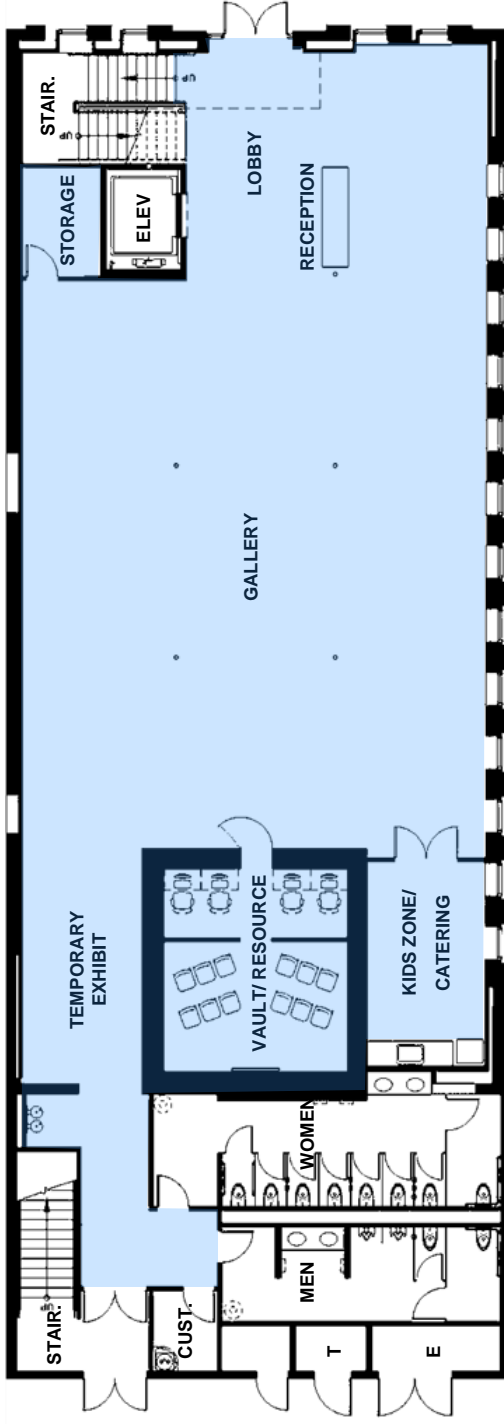
“Creating sustainable places and spaces that enrich the lives of those who use them”



CBS&L – Art Gallery

Polished Concrete

- Stained & Polished
- Dark grey stain color



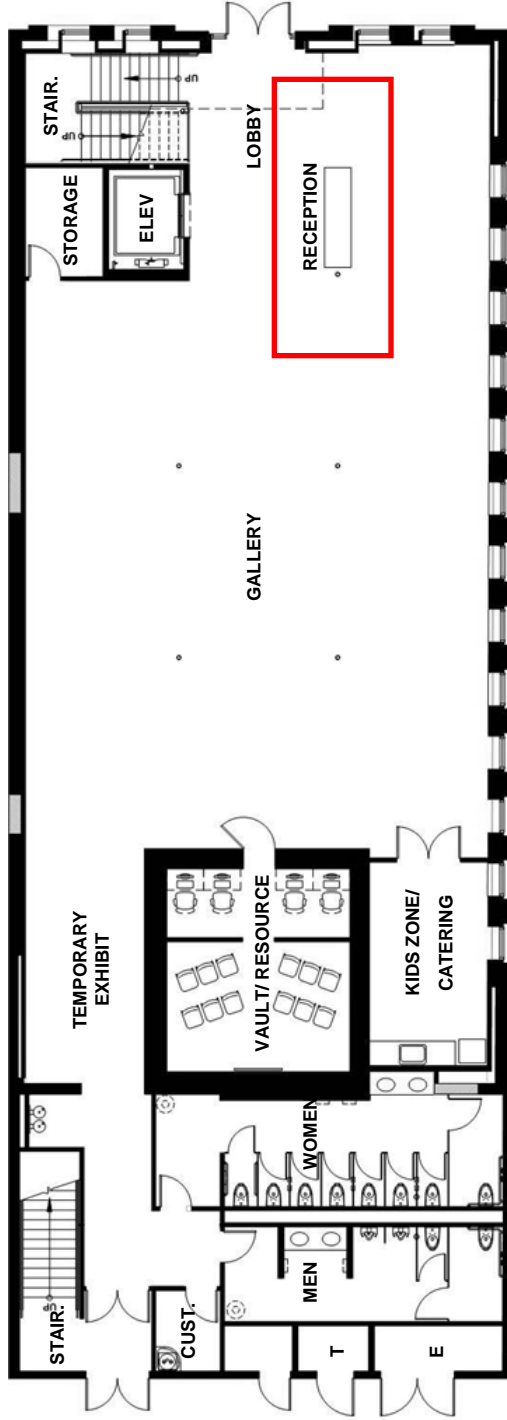
First Floor (Flooring)



CBS&L – Art Gallery

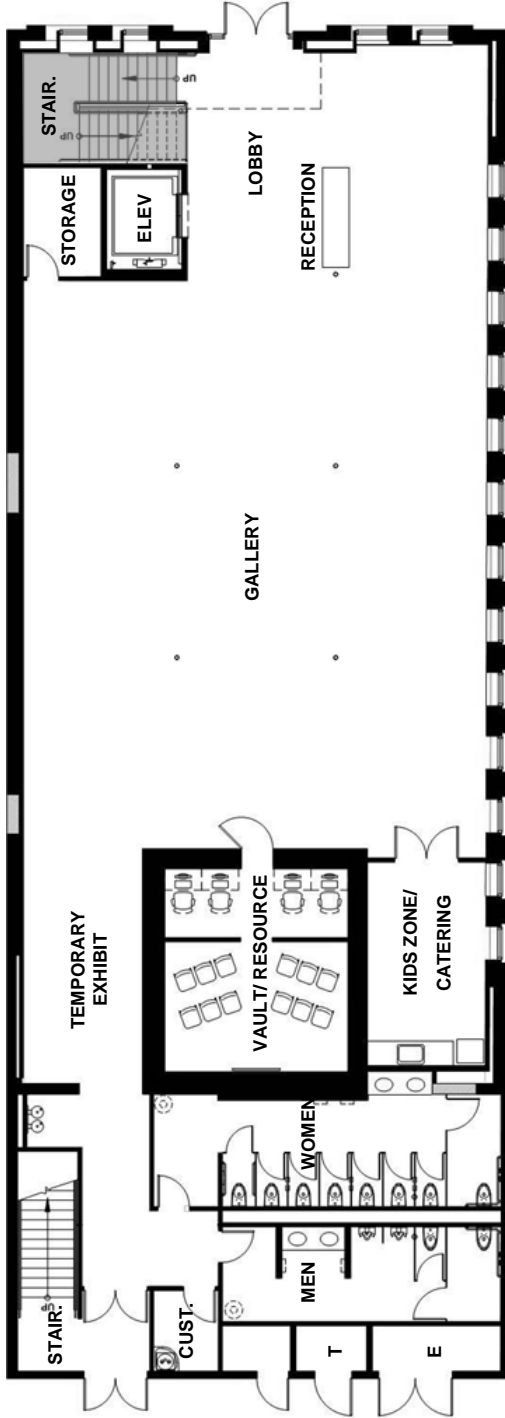
Reception

- Reception Desk
- Flexible / moveable
- Plug & play power



First Floor (Casework)

CBS&L – Art Gallery



• *Porcelain Tile: 12x24 (stacked pattern)*

- *Non-porous*
- *Cost-effective*
- *Maintenance friendly*
- *Durable*

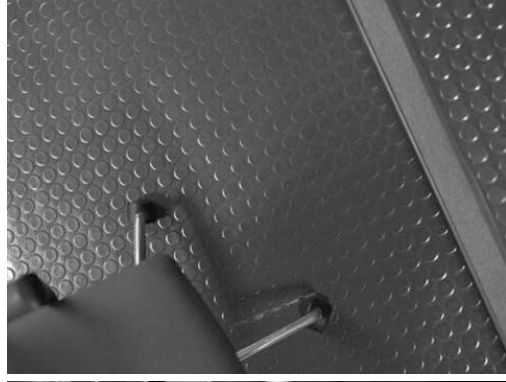
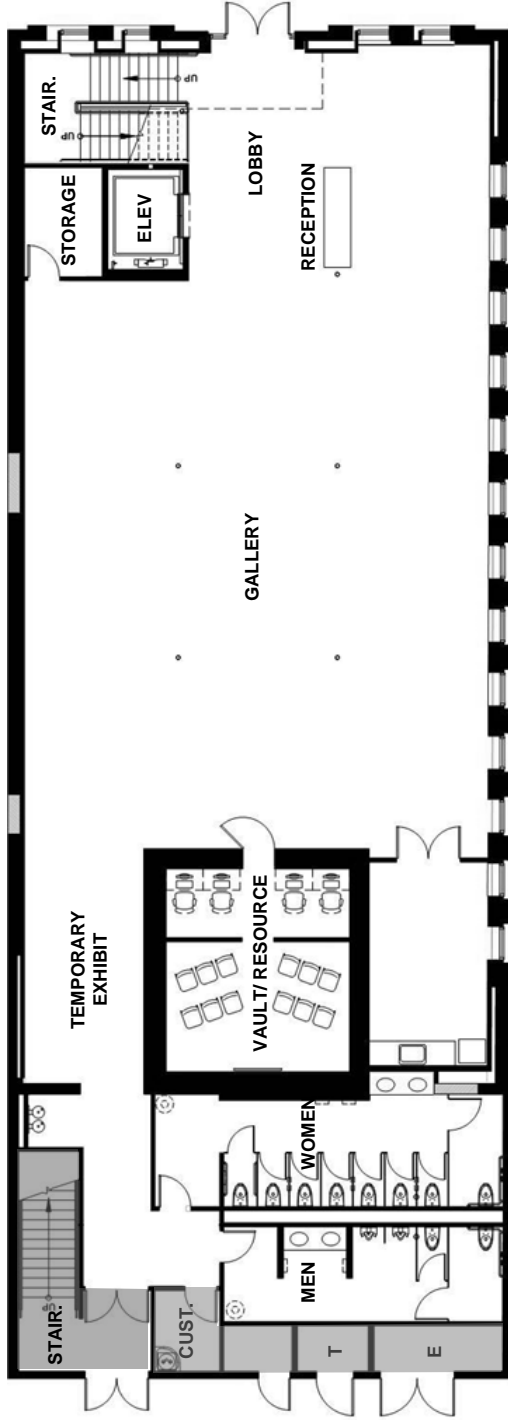


Main Stair (Flooring)

CBS&L – Art Gallery

Utility Areas

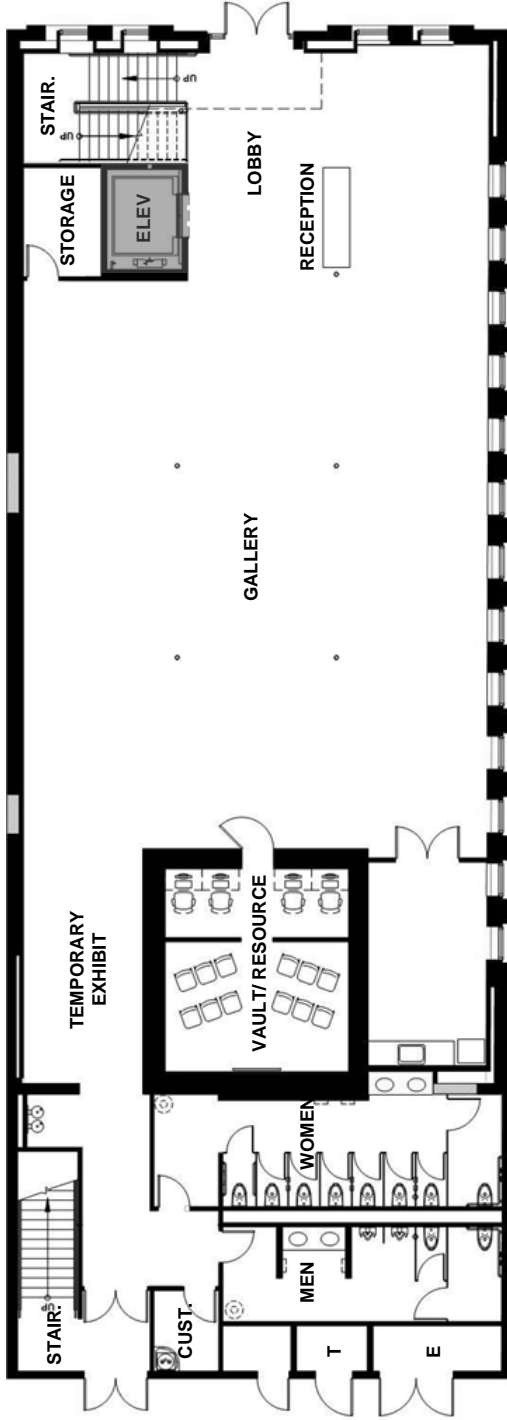
- **Stairs: Rubber flooring**
 - *Dark grey*
 - *Embossed texture*
- **Utility Rooms: Sealed concrete**



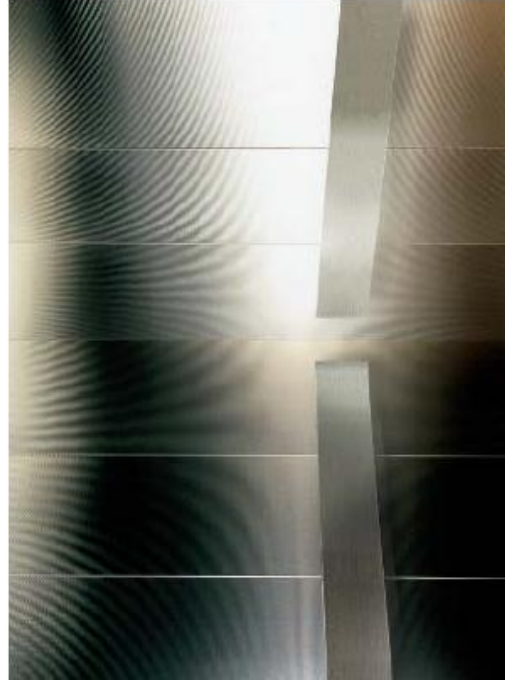
First Floor (Flooring)

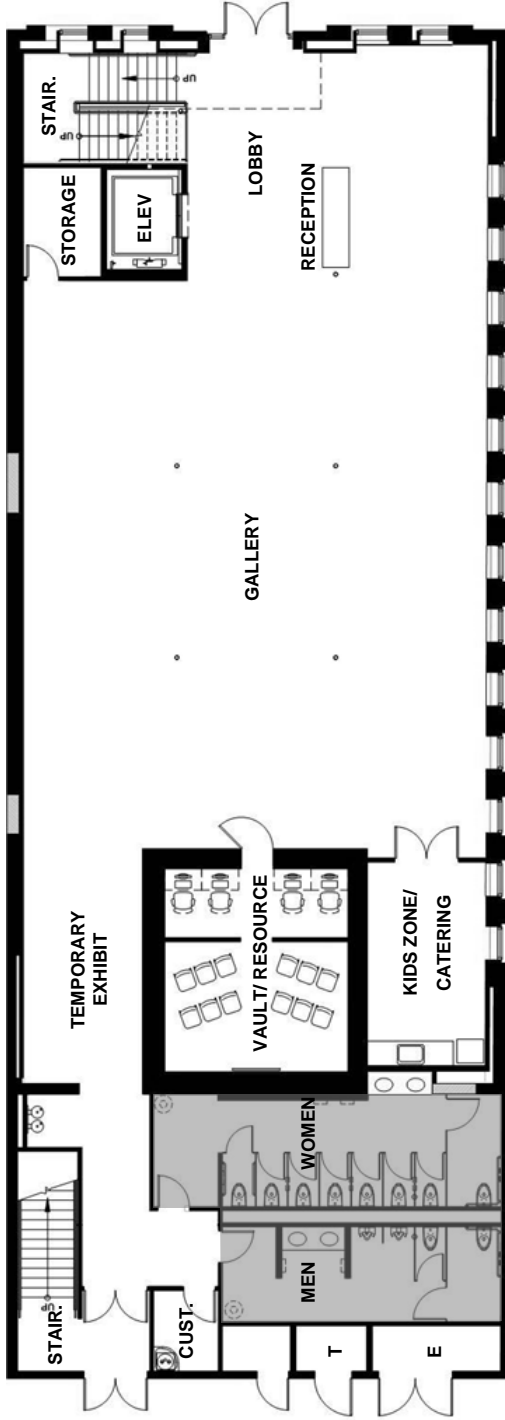
CBS&L – Art Gallery

Elevator



- *Flooring: Porcelain Tile (12x12)*
- *Wall: Textured stainless steel paneling*
- *Durable*
- *Scratch resistant*
- *Ceiling: Satin stainless steel with LED fixtures*





- Porcelain Tile
- Floor: 12x12 (grey)
- Wall: 12x24 (charcoal)
- Accent wall & floor tiles to be incorporated into design
- Cost-effective
- Maintenance friendly

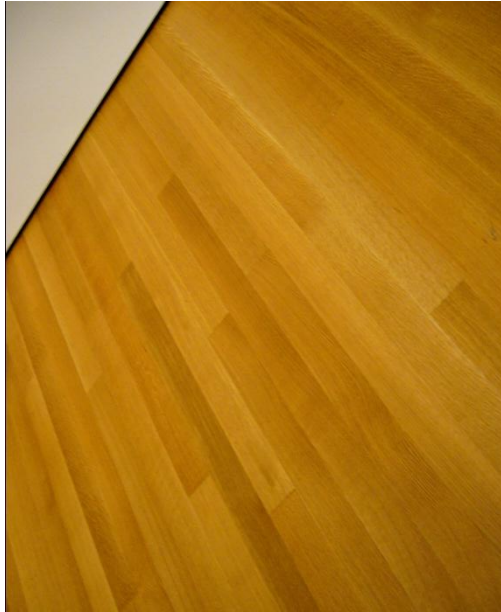
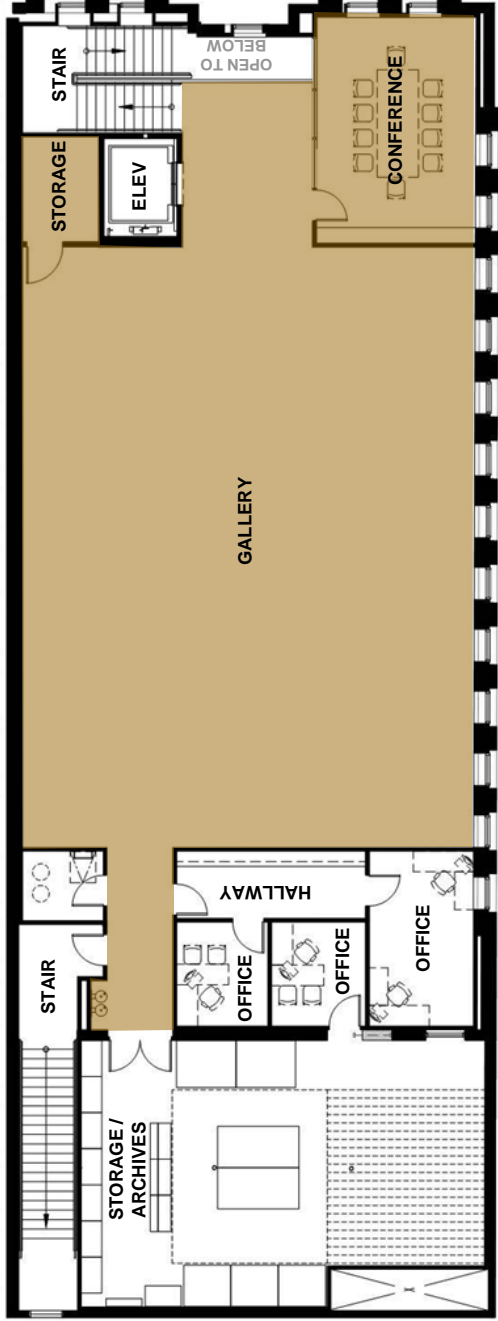
- Quartz Countertop
- Low maintenance (no sealing required)
- Non-porous (antimicrobial)
- High recycled content
- Chemical resistant



CBS&L – Art Gallery

Wood Floor

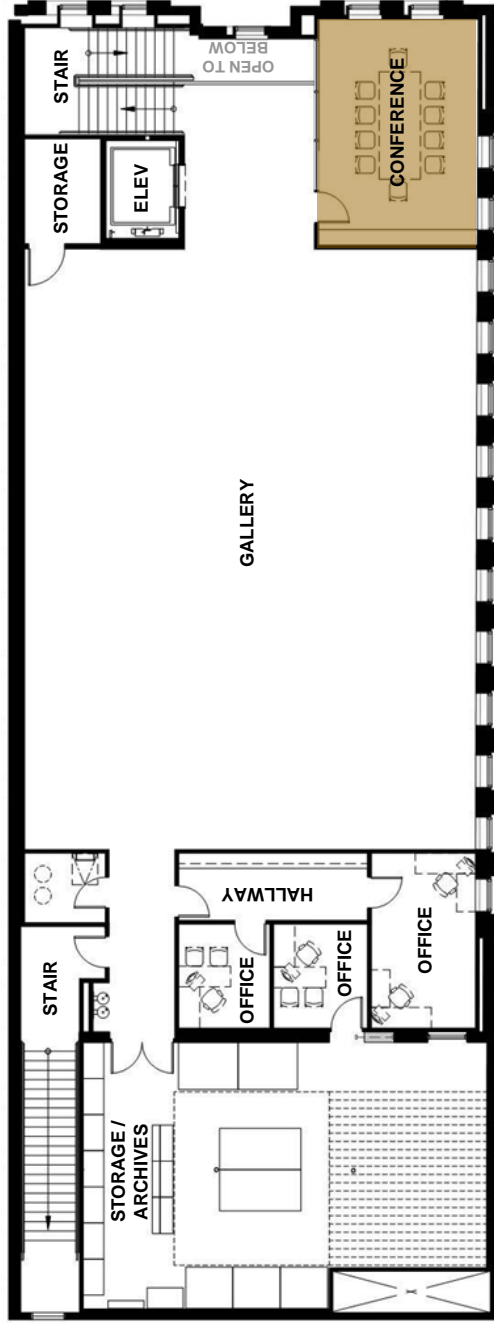
- Bamboo
 - Hardwood
 - Rapidly Renewable



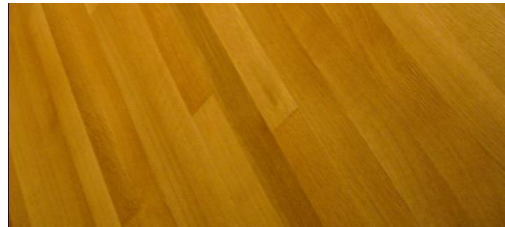
Second Floor (Flooring)

CBS&L – Art Gallery

Conference

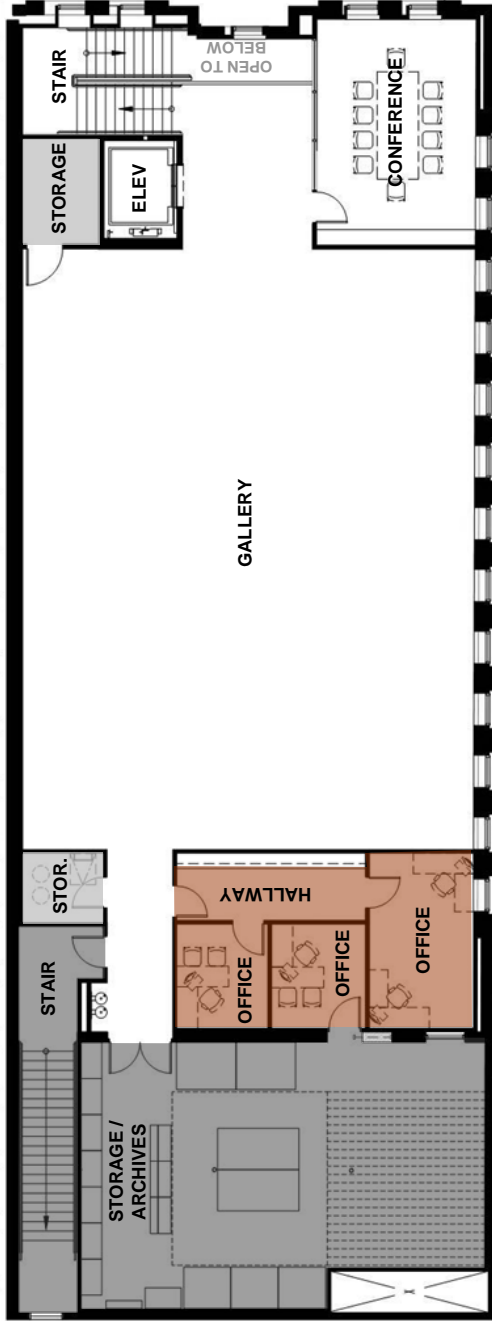


- Bamboo Flooring
- Glass wall with fritted pattern
- Credenza & LCD display



Second Floor

- **Offices:** Carpet
- **Storage, Archives, & Stairs:** Rubber flooring



CBS&L – Art Gallery

- “Black-out” lower ceiling on first floor
- Creates dramatic ambience & naturally accents the art



First Floor (Ceiling)

CBS&L – Art Gallery

- “Whitewashed” higher ceiling on second floor
- Express exposed high volume ceiling



CBS&L – Art Gallery

THANK YOU!

LPA

“Creating sustainable places and spaces that enrich the lives of those who use them”



RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-D-4

Date: May 17, 2011

Subject: Facility Use Agreement with the Turn-N-Burn Diving Boosters

Background: This Agreement represents the Facility Use Agreement between the Turn-N-Burn Diving Boosters (TnB) and Riverside Community College District (RCCD) on behalf of Riverside City College (RCC). TnB is a local diving association and in partnership with Riverside City College's Physical Education and Intercollegiate Athletic programs promotes diving excellence. The recent development of the Riverside Aquatics Complex provides a unique venue in which to expand and promote the partnership between TnB and RCC. This agreement will provide TnB with access to the Riverside Aquatics Complex for practice diving and related training.

TnB is able to solicit regional and national diving competitions that will benefit both TnB and RCC. Additionally, as host of regional and national diving competitions, RCC will be afforded with the opportunity to raise revenue by providing parking, food/beverage concessions, print media, video, and photographic services. The referenced competitions will positively impact the local economy as its participants will require hotel, restaurant, and other local services.

The term of this agreement shall be for a period of 37 months, commencing on June 1, 2011 and ending on June 30, 2014. By mutual consent this agreement may be renewed for subsequent two (2) years. There is no cost to this agreement; rather, based on the schedule of use, the revenue received from TnB will be approximately \$400 in FY2010-11 and \$4,800 annually thereafter. RCC will receive additional revenue from the sources referenced above.

Recommended Action: It is recommended that the Board of Trustees approve the Facility Use Agreement with Turn-N-Burn Diving Boosters; and authorize the President of Riverside City College to sign the associated agreement.

Gregory W. Gray
Chancellor

Prepared by: Cynthia E. Azari
President
Riverside City College

Norm Godin
Vice President, Business Services
Riverside City College

FACILITIES USE AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
TURN N BURN DIVING BOOSTERS

This Agreement is entered into by and between TURN N BURN DIVING BOOSTERS, herein referred to as "TNB" and the Riverside Community College District, on behalf of Riverside City College, herein referred to as "Owner".

RECITALS

TNB desires to obtain the use of the Owner's Aquatics Complex herein referred to as "Premises", located at Riverside City College, 4800 Magnolia Ave., Riverside, CA 92506, for the group's diving practice sessions.

TNB is unique from other non-profit water sports groups in the area, in that they are a group whose primary sport is diving and in partnership with the Owner supports Owner's Physical Education and Intercollegiate Athletic programs.

While there are other community swimming pools in the greater Riverside area, the Premises is the only complex of its kind in the western United States, containing the required diving boards and towers, that allows TNB to conduct practice diving activities.

This agreement is only in regard to TNB's practice sessions and is not applicable to scheduled use related to competitions. Use of the complex for competitions, including hourly rate charges, will be in accordance with Administrative Procedure 6705, Use of Aquatics Complex and the Joint Use Agreement between the Owner and the City of Riverside.

Owner desires to let the Premises to TNB for that purpose.

TERMS

1. Term of Agreement – the term of this agreement shall be for a period of three (3) years, commencing on June 1, 2011 and ending on June 30, 2014. By mutual consent this agreement may be renewed for subsequent two (2) years.
2. Payment. TNB agrees to pay Owner a rate of \$5 per hour related for practice time and other use not related to diving competitions.
3. Consideration.

As a sanctioned diving group TNB agrees to seek regional and national diving events.

TNB agrees to utilize the following Owner provided services, rates to be determined by mutual agreement, unless specifically waived by Owner: Food Service; Catering; Print Media; Photographic; Video; Parking; and, other revenue sources as mutually agreed upon.

At its sole discretion, TNB agrees to assist Owner with fund raising events.

4. Usage Dates/Cancellation. Owner agrees to provide access to the Premises in accordance with the attached Exhibit "A", which is an annual schedule. Amendment to this schedule is by mutual consent. Owner's classes and swim/dive teams will have priority use of the Complex and at no time will TNB's usage interfere with said classes and swim/dive teams practice sessions, or any other use by Owner. Cancellations due to weather conditions or pool maintenance will be solely determined by Owner's staff. Owner will give as much notice as possible if such a cancellation is necessary. In the event of an electrical storm, it is mandatory that TNB's practice be suspended and all people cleared from the pool(s) and deck area.

5. Costs/Additional Equipment. Owner will provide and bear all costs for pool maintenance, toilet facilities, showers, locker room, trash disposal and custodial. Recognizing that dry land equipment, including spotting belts, are important in reducing the possibility of diver injury and are critical for the development of TNB and Owner's dive teams, allow TNB, at TNB's sole expense, to purchase, install and maintain dry land and spotting belt equipment within the Premises, including dive towers. TNB agrees to permit use of said equipment by the Owner's dive team however Owner is solely liable for its use of said equipment.

6. Alterations. TNB will not make, or permit its members, coaches or any other individual(s) associated with TNB to make any alternations to the Premises.

7. Damage to Premises. TNB will be responsible for any damages, ordinary wear and tear excepted, caused to the Premises by TNB members, coaches or any other individual(s) associated with TNB. Damage to the Premises could result in the immediate termination of this agreement and prohibit any future use of the Premises.

8. Opening and Closing Premises. Owner will provide full cooperation in opening and closing the Premises, if applicable, and in setting up the facilities or equipment.

9. Complex Rules. TNB shall follow all complex rules stated on the attached Exhibit B. Violations of these rules may result in immediate termination of this agreement and prohibit any future use of the Premises.

10. Presence of Lifeguard or Other Qualified Individual. TNB shall have a certified lifeguard present at all times during TNB's use of the Premises. Allowable certifications are the American Red Cross (ARC) Lifeguard and one of the following: ARC Safety Training for Swim Coaches, ARC Community CPR (Child and Adult) or ARC CPR/First Aid for the Professional Rescuer. Proof of certification must be provided to owner prior to use hereunder.

11. Presence of Owner's Personnel During Use of Premises. Owner agrees to provide appropriate supervision (owner employee) during TNB's scheduled use.

12. Notification. TNB shall contact the Owner employee (as specified in section 10) if they encounter problems while using the Complex. In the case of an emergency, TNB shall contact Riverside Community College District Police Dispatch at (951) 222-8171, or dial 911. In the event of a need to change scheduling, TNB shall contact the Facility Utilization Specialist, at (951) 222-8498.

Owner shall contact Marcy Musselman, Director, TNB at (951) 743-2356 in the case of an emergency or scheduling change.

13. Insurance and Indemnification.

Insurance - TNB shall secure and maintain throughout the duration of this agreement, public liability and property damage insurance to cover claims for damages for personal injury, including death, as well as property damage, which may arise from, or which may be alleged to arise from their use of the Premises. Said insurance shall be in an amount of not less than \$10,000,000 for a single incident and must include equipment usage as specified in section 5 of this Agreement.

TNB shall also provide District with a Certificate of Insurance evidencing such coverage, which shall read:

“Riverside Community College District is added as an additional insured but only with respect to liability arising out of the District’s authorization to TNB to use the Aquatics Complex.”

The insurance required herein shall not be deemed a limitation on TNB’s agreement to save and hold the District harmless and if the District becomes liable for an amount in excess of the insurance, TNB will save and hold the District harmless for whole amount thereof.

The Certificate of Insurance, must be received prior to the TNB’s first day of use under this agreement.

Additionally, each diver/member of TNB, or their parent/legal guardian, utilizing the complex is required to sign a consent form, attached as Exhibit C, acknowledging the risk and relieving the District of all liability for any injuries suffered as a result of the use of the Premises.

Indemnification - TNB hereby agrees to indemnify, defend and hold harmless the District and its officers, employees, and agents from any and all losses, damages, claims, liability, expenses or costs arising from any accident or occurrence causing any injury or damage to any person or property (including TNB’s divers/members, coaches, spectators/guests, or any other representative of TNB) relating or attributed to TNB’s use of the Premises pursuant to this agreement.

TNB’s obligation to indemnify, defend and hold harmless as hereinabove provided shall continue after the expiration or revocation of the permission to use the Premises for all losses, damages, claims, occurring during TNB’s use of the facilities.

14. Termination. In the absence of emergency or exigent circumstances, this Agreement may be terminated by either party upon 60 days written notice to the other.

15. Condition of Premises. Owner warrants that the Premises are in a safe and lawful condition.

16. Attorneys’ Fees. If either party commences an action against the other party arising out of, or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable attorneys’ fees and costs of litigation.

17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral or written negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

18. Governing Law. This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Riverside, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

RIVERSIDE COMMUNITY COLLEGE

DISTRICT, on behalf of Riverside City College



Cynthia Azari, President
Riverside City College

Dated: 4/18/11

TURN N BURN DIVING BOOSTERS



Marcy Musselman, Director
Turn-N-Burn Diving Boosters

Dated: 4-18-11

EXHIBIT A

SCHEDULE OF USE

Owner will provide TNB access to the Premises for the purpose of practice or other use Monday through Thursday, Four (4) PM to Eight (8) PM and Saturday, Eight (8) AM to Twelve (12) PM, excluding holidays and other times and/or dates that the College is closed or Premises is not available due to equipment failure or maintenance. This schedule shall not exceed 960 hours annually. Amendment to this schedule is by mutual consent.

EXHIBIT B

COMPLEX RULES

As an educational partner with Owner, TNB has a responsibility to properly care for and use the Premises only for its intended purpose and to use its best efforts to prevent unauthorized use of the Premises by others. If during TNB practices, TNB coaches have reason to believe that the Premises is being used in an unauthorized manner by others, TNB shall contact College Police at (951) 222-8151.

TNB's practice at the Premises is limited to use of diving boards, diving platforms, deepwell diving area, dry land training equipment, pool deck, restrooms, and locker rooms.

During TNB practice time, TNB's use of diving boards, diving platforms, deepwell diving area, dry land training equipment is strictly limited to only TNB divers and coaches unless specifically authorized by TNB. Such use shall be under the supervision of a certified diving professional.

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or any controlled substance on District property is strictly prohibited.

Use of tents, sun shades, generators, scoreboards, timing systems, etc., must be pre-approved by Owner and must meet all applicable national, state, and local codes.

Each organization granted use of the Premises will be responsible for the actions of all event participants and all areas of the facility utilized by the group, including restrooms. Each user group must clean-up after the event, making sure that all trash is deposited into the trash cans provided and return the facility to the same condition before use occurred. Failure to clean up after use will result in additional charges for custodial services by Owner.

Smoking on Riverside City College property is prohibited. Other tobacco products are prohibited within the Premises.

Except for service dogs, animals are not permitted.

No skateboards are allowed.

Throwing objects such as balls or other personal items is not allowed.

Good hygiene should be practiced by showering before entering either pool and by washing hands after using restrooms.

Diving Rules: Diving is allowed only in designated areas and is only to be done under the supervision of a coach or lifeguard.

EXHIBIT C - Continued

Riverside Community College District
WAIVER FOR ADULT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the _____
_____ (Activity) for myself, my minor child/ward, my personal
representatives, assigns, heirs and next of kin:

3. I ACKNOWLEDGE, agree, and represent that I understand the nature of the _____
_____ (Activity) and that I am qualified, in good health, and in proper physical
condition to participate in such Activity. I further agree and warrant that if at any time, I believe conditions
to be unsafe, I will immediately discontinued further participation in the activity.
4. I FULLY UNDERSTAND that (a) _____ (Activity)
INVOLVES RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY,
PARALYSIS, OR DEATH ("RISK"); (b) these RISKS and dangers may be caused by my own actions, or
inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity, or
the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL
AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY
ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND
DAMAGES I may incur as a result of participation in the Activity by me.
- 4 I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE RIVERSIDE COMMUNITY
COLLEGE DISTRICT, its Trustees, officers, employees, agents or volunteers, and if applicable, owners
and lessors of Premises on which the activity takes place FROM ALL LIABILITY, CLAIMS, DEMANDS,
LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED BY OR ALLEGED TO BE CAUSED IN WHOLE
OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES." I FURTHER AGREE, that if, despite this
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or
my minor child/ward, or anyone on my behalf make a claim against any of the Releasees, I WILL
INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses,
arbitration expenses, medical expenses, attorney fees, loss, liability, damage or cost which may be
incurred as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN
UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY
INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND
UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND
AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE,
NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed name of participant

Signature

Date