

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
May 17, 2011 – 6:00 p.m. – Board Room AD122, O. W. Noble Administrative Center,  
Riverside City College, 4800 Magnolia Avenue, Riverside, California 92506

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

Any public 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 –Market Street Properties –  
Certification of Environmental Impact Report – Resolution No. 47-10/11**

I. Approval of Minutes – Regular/Committee Meetings of April 5, 2011  
Regular Meeting of April 19, 2011

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**

1. Special Presentation – “Recognition of SkillsUSA Students” –  
Dr. Cynthia Azari, President, Riverside City College
2. Special Presentation – “International Students Program” –  
Dr. Gregory W. Gray, Chancellor
3. Special Presentation – “Study Abroad – China” – Dr. Gregory W. Gray,  
Chancellor

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management

(b) Contract Faculty (None)

(c) Long-Term, Temporary Faculty

2. Salary Placement Adjustment

3. Salary Reclassification

4. Request for Participation in Reduced Employment Program

5. Request for Unpaid Leave of Absence

6. Separation(s)

b. Classified Personnel

1. Appointments

(a) Management/Supervisory

(b) Management/Supervisory – Categorically Funded (None)

(c) Classified/Confidential (None)

(d) Classified/Confidential – Categorically Funded

2. Request to Adjust Effective Date of Retirement

3. Elimination of Positions Due to Lack of Funds

4. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)

5. Separation(s)
- c. Other Personnel
    1. Substitute Assignments
    2. Short-term Positions
    3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study
2. Purchase Order and Warrant Report—All District Resources
    - Recommend approving/ratifying Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
  3. Budget Adjustments
    - a. Budget Adjustments
      - Request approval of various budget transfers between major object codes within the approved budget concerning supplies, services, equipment and personnel as requested by administrative personnel; further recommend authorizing the making of necessary balancing transfers to various accounts and funds of the District.
    - b. Resolution(s) to Amend Budget
      1. Resolution to Amend Budget – Resolution No. 55-10/11 2010-2011 Youth Empowerment Strategies for Success, Independent Living Program – Moreno Valley College
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
      2. Resolution to Amend Budget – Resolution No. 57-10/11 2010-2011 TriTech SBDC 2011 Cooperative Agreement
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
  - c. Contingency Budget Adjustments (None)
4. Bid Awards
  - a. Request for Proposal Award Number 2010/2011-46 – Nursing/Science Building Furniture
    - Recommend awarding Request for Proposal.
  - b. Request for Proposal Award Number 2010/2011-47 – Dental Operatory Equipment
    - Recommend awarding Request for Proposal.

- c. Award of Bid Ratification – Wheelock Gymnasium Seismic Retrofit Project – Bid Category #02r, Site and Structural Concrete
    - Recommend ratifying the award.
  - d. Computer Equipment, Software, Peripherals and Related Services from Govplace
    - Recommend approving the purchase of computer equipment, software, peripherals and related services utilizing WSCA contract number B27164, in accordance with Public Contract Code 20652.
  - e. Classroom and Office Furniture from Tangram
    - Recommend approving the purchase of classroom and office furniture using competitively bid CSU Agreement No. 2724, in accordance with Public Contract Code 20652.
5. Out-of State Travel
- Recommend approving out-of-state travel requests.
6. Grants, Contracts and Agreements
- a. Contracts and Agreements Report Less than \$78,900 – All District Resources
    - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$78,900, pursuant to Public Contract Code Section 20650.
  - b. Second Amendment to Agreement Between Riverside Community College District and Blue Mountain Two L.P. – Culinary Lease Extension
    - Recommend approving the amendment extending the lease for the current space for the culinary academy.
  - c. Award to Support Mental Health Curriculum for Physician Assistant Program
    - Recommend accepting the award for the development of mental health curriculum for Physician Assistants in training and for the development of a Mental Health Fellowship Program to train physician assistant graduates to work in public mental health settings.
  - d. San Bernardino Community College District Agreement
    - Recommend approving the agreement for the Riverside Community College District Customized Training Solutions (CTS) to provide training.
  - e. Federal Representation for RCCD
    - Recommend approving the contract for representation on federal issues.

7. Other Items
  - a. Surplus Property
    - Recommend declaring listed property as surplus; finding the property does not exceed \$5,000, and authorizing the property be sold on behalf of the District.
  - b. Notices of Completion
    - Recommend accepting listed trade projects as complete, approving the execution of the Notices of Completions and authorizing signing of the Notices.

**Recommended Action: Request for Approval and Ratification**

B. Information

1. Monthly Financial Report
  - Informational report relative to financial activity for from July 1, 2010 through April 30, 2011.
2. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2011
  - Informational report relative to the District’s financial status for the period ended March 31, 2011

**Information Only**

VI. Board Committee Reports

A. Governance Committee

1. Revised and New Board Policies – First Reading
  - Recommend accepting Board Policies 3550 and 7250 for first reading.
  - Recommended Action: Accept for First Reading**
2. Revised and New Board Policies – Second Reading
  - Recommend approving Administrative Procedure 2710 and Board Policies 4250, 5500 and 5900.
  - Recommended Action: Request for Approval**
3. 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 and Support for Department of Education Regulations Referred to as Gainful Employment Regulations
  - Recommend considering the Resolution.
  - Recommended Action: To be Determined**

4. Resolution No. 59-10/11 in Support of Local Community Action and Education to Address Issues and Consumer Protection Practices Concerning For-Profit Colleges and Universities  
- Recommend considering the Resolution.  
**Recommended Action: To be Determined**

B. Teaching and Learning Committee

1. Agreement with Riverside Unified School District  
- Recommend ratifying the agreement to provide subcontract services 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 under the Gates Foundation's CLIP Grant.  
**Recommended Action: Request for Approval**
2. Agreement with Alvord Unified School District  
- Recommend ratifying the agreement to provide subcontract services 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 under the Gates Foundation's CLIP Grant.  
**Recommended Action: Request for Approval**

C. Planning and Operations Committee

1. Market Street Properties – Certification of Environmental Impact Report – Resolution No. 47-10/11  
- Recommend adopting the 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: Item Set for Public Hearing**

D. Facilities Committee

1. Facility Use Agreement with the Turn-N-Burn Diving Boosters  
- Recommend approving the agreement to provide access to the Riverside Aquatics Complex for practice diving and related training.  
**Recommended Action: Request for Approval**

E. Resources Committee

1. Market Street Properties – Award Bids for Construction Categories  
- Recommend pre-approving bid awards as long as bids are within the project budget; pre-approving issuance of notices to proceed for five construction categories, approving project bid ratification at a subsequent Board of Trustees meeting.  
**Recommended Action: Request for Approval**

2. Nursing/Science Building Project at Riverside City College – Change Orders for Roy E. Whitehead and Advanced Systems  
- Recommend approving change orders relative to the Nursing/Science Building Project, seeking approval from the Riverside County Superintendent of Schools, and authorizing signing of the change orders.  
**Recommended Action: Request for Approval**

VII. Administrative Reports

A. Vice Chancellors

1. Summer Workweek  
- Recommend approving the four-ten hour day workweek from June 13-August 19, 2011 for management, classified, and confidential support staff.  
**Recommended Action: Request for Approval**
2. Resolution No. 58-10/11 – Resolution to Recognize Classified School Employee Week  
- Recommend adopting the Resolution designating the week of May 16-20, 2011 as Classified School Employee Week.  
**Recommended Action: Adopt the Resolution**
3. Holiday Schedule for Fiscal Year 2011-2012  
- Recommend approving the fiscal year 2011-2012 holiday schedule for classified, confidential and management employees.  
**Recommended Action: Request for Approval**

B. Presidents

VIII. Academic Senate Reports

A. Moreno Valley College

B. Norco College

C. Riverside City College/Riverside Community College District

IX. Bargaining Unit Reports

A. CTA – California Teachers Association

B. CSEA – California School Employees Association

X. Business from Board Members

A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.

**Information Only**

B. Board of Trustees Annual Self-Evaluation

- Recommend discussing the results of the self-evaluation as compiled by District staff.

**Recommended Action: To be Determined**

C. Resolution No. 60-10/11 Recognition of Dale Kinnear

- Recommend considering the resolution.

**Recommended Action: To be Determined**

XI. Closed Session

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

**Recommended Action: To be Determined**

- Pursuant to Government Code Section 54956.8, conference with real property negotiator; properties known as APN 213-221-001; APN 213-221-002; and APN 213-221-003; Agency Negotiator: Chancellor Gray

**Recommended Action: To be Determined**

XII. Adjournment



MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING  
AND COMMITTEE MEETINGS OF THE GOVERNANCE,  
TEACHING AND LEARNING, PLANNING AND OPERATIONS,  
FACILITIES AND RESOURCES COMMITTEES  
OF APRIL 5, 2011

President Green called the Board of Trustees meeting to order at 6:02 p.m., in the Center for Student Success, Room 217, Norco College, 2001 Third Street, Norco, California.

CALL TO ORDER

Trustees Present

Mr. Sam Davis  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. Mark Takano  
Mr. Alexis Amor, Student Trustee

Trustees Absent

Ms. Virginia Blumenthal

Staff Present

Dr. Gregory W. Gray, Chancellor  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Cynthia Azari, President, Riverside City College  
Dr. Brenda Davis, President, Norco College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations  
Mr. Aaron Brown, Associate Vice Chancellor, Finance  
Mr. Greg Sandoval, Vice President, Student Services, Moreno Valley College

Dr. Cynthia Azari led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Governance Committee Chair Mary Figueroa convened the meeting at 6:30 p.m. Committee members in attendance: Chancellor Gregory Gray; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Richard Davin (Riverside City College), and Dr. Travis Gibbs (Moreno Valley College); ASRCCD Representative: Mr. Courtney Davis (Moreno Valley College); CTA Representative: Dr. Dariush Haghighat (Riverside City College); CSEA Representative: Mr. Gustavo Segura; Confidential Representative: Ms. Debra Creswell and Management Representative: Ms. Chani Beeman.

GOVERNANCE COMMITTEE

Ms. Adams led the review of Administrative Procedure 2710 and Board Policies 4250, 5500 and 5900 that will be presented to the Board for first reading at the April 19<sup>th</sup> regular meeting. Discussion followed.

Revised and New Board Policies –  
First Reading

Chancellor Gregory Gray and Ms. Chris Carlson, Chief of Staff, led the committee review of Assembly Bill 63 - Public Postsecondary Education: Tuition and Fees and RCCD's letter of opposition thereto dated March 4, 2011. Discussion followed.

Opposition of AB 63 (Donnelly)  
Public Post Secondary Educations  
– Tuition and Fees

Ms. Carlson reviewed Resolution No. 51-10/11 declaring RCCD's support of U.S. Congress and Department of Education to address issues and consumer protection practices concerning for-profit colleges and universities. Trustee Mark Takano requested that staff make the recommended edits to the resolution and bring back to the committee for review at the next meeting. Discussion followed.

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

The committee adjourned at 7:19 p.m.

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 7:21 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services; Academic Senate Representatives: Ms. Peggy Campo (Norco College), Dr. Richard Davin (Riverside City College), Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College); ASRCCD Representative: Mr. Courtney Davis (Moreno Valley College); CTA Representative: Mr. Mike Cluff (Norco College); CSEA Representative: Mr. Gustavo Segura (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Terry Welker.

TEACHING AND LEARNING  
COMMITTEE

Mr. John Tillquist, Dean Economic Development and Community Education, led the committee review of the proposed mission statement that will be presented to the Board of Trustees for approval on April 19<sup>th</sup>. Discussion followed.

Office of Economic Development  
Mission Statement

Dr. Maghroori and Ms. Sylvia Thomas, Associate Vice Chancellor, Educational Services, reviewed with the Committee the proposed curricular changes that are scheduled to be included in the catalog and in the schedule of class offerings that will be presented to the Board for their consideration at the April 19<sup>th</sup> regular meeting. Board President Green requested that staff provide more specific details when noting that a course was being deleted to lack of student interest. Discussion followed.

Proposed Curricular Changes

Mr. David Torres, Dean, Institutional Research, led the committee review of the findings of the Accountability Reporting for Community Colleges report issued by the California Community College's Chancellor's Office in March 2011, and RCCD's institutional response to the findings that will be presented to the Board for their consideration on April 19<sup>th</sup>. Discussion followed.

Accountability Reporting for  
Community Colleges

The committee adjourned at 8:23 p.m.

The Planning and Operations Committee Chair Janet Green convened the meeting at 8:25 p.m. Committee members in attendance: Ms. Chris Carlson, Chief of Staff; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Richard Davin (Riverside City College), Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College); ASRCCD Representative: Mr. Alexis Amor (Moreno Valley College); CTA Representative: Dr. Fabian Biancardi (Moreno Valley College); CSEA Representative: Mr. Gustavo Segura (Moreno Valley College) Confidential Representative: Ms. Debra Creswell; and Management Representative: Mr. Henry Bravo.

PLANNING AND OPERATIONS  
COMMITTEE

Mr. Bart Doering, Director of Construction, Facilities Planning and Development, introduced Dr. Wold-ab Isaac, Instructor/Dean, Health Sciences Program, Moreno Valley College, and Mr. Ken Salyer, Managing Principal of HMC Architects; who provided the committee with a project update and facilitated a presentation of the architectural renderings of the Moreno Valley College Dental Education Center. Discussion followed.

Moreno Valley College Dental  
Education Center

The committee adjourned at 8:36 p.m.

The Facilities Committee was called to order by Board President Green at 8:37 p.m. Committee members in attendance: Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Richard Davin (Riverside City College), Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College); ASRCCD Representative: Mr. George Escutia, Jr.; CTA Representative: Mr. Mike Cluff (Norco College); CSEA Representatives: Mr. Gustavo Segura and Ms. Angela Thomas (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Mr. Ralph Perez.

FACILITIES COMMITTEE

Mr. Doering reviewed with the committee the award of bids for two construction project categories – Category 11 – Plumbing and Pipeline; Category 12 – Electrical for the Learning Gateway Building at Moreno Valley College that will be presented to the Board for their consideration at the April 19<sup>th</sup> regular meeting. Discussion followed.

Learning Gateway Building at Moreno Valley College – Recommendation to Award Bids for Two Construction Categories

Mr. Michael J. Stephens, Director of Construction, Facilities Planning and Development, led the committee review of the resolution declaring that an emergency exists and authorizing entering into a takeover contract on behalf of the District for completion of the Riverside Aquatics Complex and Wheelock Gymnasium, Seismic Retrofit projects that will be submitted to the Board for consideration at the April 19<sup>th</sup> regular meeting. Discussion followed.

Riverside Aquatics Complex and Wheelock Gymnasium, Seismic Retrofit at Riverside City College – Emergency Resolution No. 46-10/11

Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning and Development, provided a presentation that included District-wide Capital Facilities Program project updates. Discussion followed.

Capital Program Update – Presentation

Committee adjourned at 9:03 p.m.

The Resources Committee Chair Mark Takano convened the meeting at 9:04 p.m. Committee members in attendance: Mr. Aaron Brown, Associate Vice Chancellor, Finance; Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Richard Davin and Dr. Ward Schinke, (Riverside City College) and Dr. Travis Gibbs (Moreno Valley College); ASRCCD Representative: Mr. Alexis Amor (Moreno Valley College); CTA Representative: Mr. Mike Cluff (Norco College); CSEA Representative: Mr. Gustavo Segura (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Cid Tenpas.

#### RESOURCES COMMITTEE

Mr. Williams led the committee review of the proposed project budget augmentation in the amount of \$20,494,033; with the State providing \$15,100,768 and \$5,392,830 from Measure C funds that will be presented to the Board for their consideration on April 19<sup>th</sup>. Discussion followed.

Phase III Student Academic Services Facility at the Moreno Valley College – Project Budget Augmentation

Mr. Williams reviewed with the committee an amendment to the agreement with HMC Architects for revisions to the development of District Design Standards that will be considered by the Board on April 19<sup>th</sup>. Discussion followed.

Development of District Design Standards – Amendment No. 1 to Agreement

The committee adjourned at 9:10 p.m.

Adjournment

The Board adjourned the meeting at 9:11 p.m.

ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF APRIL 19, 2011

President Green called the regular meeting of the Board of Trustees to order at 6:01 p.m., in the Center for Student Success, Room 217, Norco College, 2001 Third Street, Norco, California.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Mr. Sam Davis  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. Mark Takano

Trustees Absent

Mr. Alexis Amor, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Brenda Davis, President, Norco College  
Dr. Cynthia Azari, Acting President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations  
Dr. Sharon Crasnow, President, Academic Senate, Norco College  
Dr. Richard Davin, President, Academic Senate, Riverside City College and District  
Dr. Travis Gibbs, President, Academic Senate, Moreno Valley College

Norco College Student Miestro Bradford led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee meeting of March 1, 2011. Motion carried. (5ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF MARCH 1, 2011

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the regular meeting of March 13, 2011. Motion carried. (5 ayes)

MINUTES OF THE REGULAR MEETING OF MARCH 13, 2011

## CHANCELLOR'S REPORTS

### Presentations

Dr. Debbie DiThomas, Vice President, Student Services, introduced Dr. Monica Green, Dean, Student Services, who facilitated a presentation entitled Norco Legacy which covered the district diversity initiatives and mission statement at Norco College.

Special Presentation – “Diversity Awareness Month – Norco Legacy”

Dr. Lisa Nelson, Associate Professor, English Communications, provided an overview of the Talented Tenth Program (T3p) at Norco College. Students Miestro Bradford, Michale Davis and Sam Suber commented on how the program has helped them improve academically, provided social opportunities, improve critical reading and composition skills, and historic Afro American literature.

Special Presentation – “Talented Tenth Program (T3p)”

Chancellor Gray and Dr. Maghroori presented the prestigious rank of full professorship to the following faculty: Mr. Daniel Clark, Mr. Jose Duran, MS. Diane Marsh, Ms. Catherine Brotherton, Ms. Deborah Makin, Mr. Robert Prior, Mr. Charles Sternburg, Mr. Jim Tomas, Mr. Tom Wagner, Mr. Tim Brown, Ms. Marie Colucci, Ms. DiBenedetto, Ms. Jo Dierdorff, Ms. Anita Kinser, Ms. Mary Legner, Mr. Richard Mahon, Ms. Dayna Mason, Ms. Susan Mills, Mr. Charles Richard, Ms. Donna Schutte, Mr. Oliver Thompson, and Ms. Kristi Woods.

Special Presentation – “Academic Rank – Full Professors”

Ms. Figueroa, seconded by Mr. Takano, moved that the Board of Trustees adopt Resolution No. 54-10/11 recognizing Dr. Monte Perez for his service as president of Moreno Valley College. Motion carried. (5 ayes)

Resolution in Recognition of Monte Perez – Resolution No. 54-10/11

Mr. Jim Miyashiro, Chief of Police, RCCD College Safety and Police, gave a presentation of the RCCD College Safety and Police Decentralization that provided a demographic breakdown of the District-wide police personnel.

Presentation of Reorganization Plan Implementation for College Safety and Police

Chief Miyashiro presented the X26 TASER and provided information on its use by the sworn police personnel of the RCCD College Safety and Police Department and referenced Section 305 of the College Safety and Police Policy and Procedure Manual.

Presentation of Less Lethal Electronic Control Device (Taser)

Ms. Blumenthal, seconded by Mr. Figueroa, moved that the Board of Trustees receive and sunshine the letters of intent to negotiate an early retirement plan for fiscal year 2010-2011 from the Riverside Community College District, Riverside Community College District Faculty Association CTA/CCA/NEA, and Riverside Community College District Employees, Chapter #535, and schedule a public hearing on the proposal at the next regular Board of Trustees meeting scheduled for Tuesday, May 3, 2011. Motion carried. (5 ayes)

Mr. Courtney Davis presented the report about recent and future student activities at Riverside City College and Moreno Valley College.

STUDENT REPORT

Mr. Edison Van Vlimmeren presented the report about recent and future student activities at Norco College

COMMENTS FROM THE PUBLIC

Mr. Zeke Hernandez made comments on communication from the Chancellor's office.

Ms. Patricia Van Osterhoudt made comments about class cuts and how it affects adjunct faculty and her desire to stay in education by becoming a member of the Leadership Academy.

RCC student Mr. Wade Thompson commented on class cuts and noted that he does not have a solution and did not want to criticize anyone, but his experiences at RCC have been positive and enlightening.

Ms. Cindy Bendshadler commented on the current budget cuts and impact on course offerings; and hopes that the cuts stay away from the classroom.

RCC student Ms. Ashley Anderson made comments about the budget cuts and her experiences at Riverside City College.



CONSENT ITEMS

Ms. Figueroa, seconded by Ms. Blumenthal, moved that the Board of Trustees pull Consent Item No. V-A-4-d, Approval to Purchase Medical Education Technologies Inc. (METI) iSTAN Human Patient Simulator for the RCRMC/MVC Physician Assistant Program Utilizing the Sole Sourcing Provision, from the agenda. Motion carried. (5 ayes)

MOTION TO AMEND AGENDA

Action

Ms. Figueroa, seconded by Ms. Blumenthal, moved that the Board of Trustees:

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 58)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$17,005,461 and District Warrant Claims totaling \$13,047,058; (Appendix No. 59)

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as listed; (Appendix No. 60)

Budget Adjustments

Approve adding the revenue and expenditures of \$10,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 44-10/11 2010-2011 Social Innovation Generation: Student Leadership Initiative Grant

Approve adding the revenue and expenditures of \$24,900 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 45-10/11 2010-2011 CSUSB Bridges Stem Cell Research

Approve adding the revenue and expenditures of \$11,079 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 48-10/11 2010-2011 Equal Employment Opportunity Faculty and Staff Diversity Program

Approve adding the revenue and expenditures of \$50,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 49-10/11 2010-2011 Riverside Aquatics Complex

Approve adding the revenue and expenditures of \$4,034 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 50-10/11 2010-2011 RCOE Foster Youth Independent Living/Emancipation Program

Approve adding the revenue and expenditures of \$5,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 52-10/11 2010-2011 Faculty Entrepreneurship Project

Approve using the competitively bid contracts on file with Amerinet, Inc., in accordance with Public Contract Code Section 20652 for the purchase of healthcare supplies and equipment from multiple vendors;

Using Competitively Bid Amerinet, Inc. Contracts for the Purchase of Healthcare Supplies and Equipment from Multiple Vendors

Ratify the award of bid for demolition/grading of Moreno Valley College Dental Education Center to FM & Sons, Inc. in the total amount of \$122,100, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Award of Bid Ratification – Bid Number 2010/11-09 MVC Dental Education Center – Demolition/Grading (Category 01)

Approve the use of California Multiple Award Schedule (CMAS) contract number 4-09-71-0075B to KI/Krueger Commercial, Inc. for the purchase of furniture, filing and modular systems for use at the Riverside Community College District;

Approval to Utilize the California Multiple Award Schedule (CMAS) Contract No. 4-09-71-0075B to Purchase Furniture, Filing and Modular Systems from KI/Krueger Commercial, Inc.

Grant out-of-state travel requests; (Appendix No. 61)

Out-of-State Travel

Ratify the contracts totaling \$305,021; (Appendix No. 62)

Contracts and Agreements Report Less than \$78,500 – All District Resources

Approve the agreement and compensation in the amount of \$229,443.00 to provide training for San Bernardino Community College District under the Southern California Logistic Technology Collaborative Department of Labor grant funded program in which Riverside Community College District Customized Training Solutions (CTS) is a subgrantee; and authorize Vice Chancellor, Administration and Finance to sign the agreement;

Subgrantee Agreement for Customized Training Solutions

Approve the revised subcontract and memorandum of understanding with the Foundation for California State University, San Bernardino in the amount of \$1,115,302 for a cooperative agreement to implement a U.S. Department of Education Title V Hispanic Serving Institutions Educational Grant; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Amendment to Subcontract between Riverside Community College District, Norco College and The Foundation for California State University, San Bernardino

Ratify the subcontract agreement with California State University Fullerton Auxiliary Services Corporation for counseling and training services at Riverside Community College District's Tri-Tech Small Business Development Center, for the term of January 1, 2011 through June 30, 2011, at no cost to the District; and authorize the Vice Chancellor, Administration and Finance, to sign the subcontract;

California State University Fullerton Auxiliary Services Corporation Agreement

Accept the projects listed as complete; approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the Notices; (Appendix No. 63)

Notices of Completion

Declare the listed property to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District; (Appendix No. 64)

Surplus Property

Approve Resolution No. 53-10/11 – Authorization to Encumber Funds for fiscal year 2011-12, and authorize the Secretary of the Board of Trustees to sign the Resolution;

Authorization to Encumber Funds – Resolution No. 53-10/11

Motion carried. (5 ayes)

## Information

In accordance with Board Policy 7350, the Chancellor has accepted the resignations of the following: Ms. Gail Byrne, Student Services Specialist, effective April 29, 2011, for retirement; Dr. Monte Perez, President, Moreno Valley College, effective April 30, 2011, for personal reasons; and Ms. Teresa Thetford, Associate Professor, Physician Assistant, effective April 29, 2011, for personal reasons.

Separations

Monthly Financial Report

The Board received the summary of financial information for the period July 1, 2010 through March 31, 2011.

BOARD COMMITTEE REPORTS

Governance Committee

Ms. Figueroa, seconded by Ms. Blumenthal, moved that the Board of Trustees accept Administrative Procedure 2710 for first reading. Motion carried. (5 ayes)

Revised and New Board Policies  
– First Reading

Ms. Figueroa, seconded by Ms. Blumenthal, moved that the Board of Trustees accept Board Policy 4250 for first reading. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Ms. Blumenthal, moved that the Board of Trustees accept Board Policy 5500 for first reading. Motion carried. (5 ayes)

Ms. Figueroa, seconded by Ms. Blumenthal, moved that the Board of Trustees accept Board Policy 5900 for first reading. Motion carried. (5 ayes)

Teaching and Learning Committee

Mr. Davis, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the mission statement for the Office of Economic Development. Motion carried. (5 ayes)

Office of Economic  
Development Mission Statement

Mr. Davis, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of course offerings. Motion carried (5 ayes)

Proposed Curricular Changes

Mr. Davis, seconded by Ms. Blumenthal, moved that the Board of Trustees accept the findings of the report issued by the California Community College's Chancellor's Office in March 2011. Motion carried (5 ayes)

Accountability Reporting for  
Community College

Facilities Committee

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the award of bids for two construction project categories: Category 11 – Plumbing and Pipeline; Category 12 – Electrical; authorize the issuance of notices to proceed, permit project bid ratification at subsequent meeting; and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements. Motion carried. (5 ayes)

Learning Gateway Building at Moreno Valley College – Recommendation to Award Bids for Two Construction Categories

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees declare that an emergency exists and authorizing entering into a takeover contract on behalf of the District to ensure completion of the Riverside Aquatics Complex and Wheelock Gymnasium, Seismic Retrofit projects; and authorize the Vice Chancellor, Administration and Finance to sign the resolution. Motion carried. (5 ayes)

Riverside Aquatics Complex and Wheelock Gymnasium, Seismic Retrofit at Riverside City College – Emergency Resolution No. 46-10/11

Resources Committee

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the budget augmentation in the amount of \$20,494,033; with the State providing \$15,100,768 and \$5,392,830 from Measure C funds. Motion carried. (5 ayes)

Phase III Student Academic Services Facility at Moreno Valley College – Project Budget Augmentation

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve Amendment No. 1 with HMC Architects for revisions to the development of District Design Standards using Measure C funds in amount not to exceed \$35,000, and authorize the Vice Chancellor of Administration and Finance so sign the amendment. Motion carried (5 ayes)

Development of District Design Standards – Amendment No. 1 to Agreement with HMC Architects

ACADEMIC SENATE REPORTS

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

Moreno Valley College

Dr. Sharon Crasnow presented the report on behalf of Norco College.

Norco College

Dr. Richard Davin presented the report on behalf of Riverside City College/Riverside Community College District.

Riverside City College/Riverside Community College District

BARGAINING UNIT REPORTS

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

CTA – California Teachers Association

The Board adjourned the meeting to closed session at 9:30 p.m., pursuant to Government code Section 54957, discuss safety issues with regard to the College Safety and Police Department; and Government Code Section 54957.6, conference with labor negotiator: Chancellor Gregory Gray.

CLOSED SESSION

The board reconvened to open session at 11:00 p.m., announcing no action.

RECONVENED/OPEN SESSION

The Board adjourned the regular meeting of the Board of Trustees at 11:05 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: May 17, 2011

Subject: Academic Personnel

1. Appointments

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

The Chancellor recommends approval/ratification for the following appointments:

a. Management

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
MORENO VALLEY COLLEGE			
Tom Harris	Acting President	05/01/11 - 6/30/12	Contract
NORCO COLLEGE			
* Daniela McCarson	Assistant Dean, CalWORKs & Special Funded Programs	06/01/11 – 06/30/11	R-1
* Gregory Aycock	Dean, Student Success/ Project Director, Title V	06/01/11 – 06/30/11	W-1

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Discipline</u>	<u>Date</u>	<u>Placement</u>
MORENO VALLEY COLLEGE			
VISITING ASSISTANT PROFESSOR			
* Carmen Perches	Counseling (Student Support Services)	05/18/11	C-5

Report No.: V-A-1-a

Date: May 17, 2011

Subject: Academic Personnel

2. Salary Placement Adjustment

At their meeting of April 19, 2011, the Board of Trustees approved the appointment of the following faculty member. The employee has provided appropriate verification of experience and/or coursework completed that will affect their salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, effective August 23, 2011.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Chau Wong	H-1	H-3

3. Salary Reclassification

Board Policy 7160 establishes the procedures for professional growth and salary reclassification. It is recommended the Board of Trustees grant a salary reclassification to the following faculty member effective June 1, 2011:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Jeanne Howard	E	F

4. Request for Participation in Reduced Employment Program

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty participation in the Reduced Employment Program; and the Vice President has reviewed and supports the following request.

It is recommended the Board of Trustees approve the request of Rachel Stone, Associate Professor American Sign Language, and allow her to participate in the Reduced Employment Program with a teaching load of 50% for the 2011-12 academic year.

5. Request for Unpaid Leave of Absence

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for unpaid leaves of absence; and the Department Chair and the President have reviewed and support the following request.

It is recommended the Board of Trustees approve the request of Dina Humble, Associate Professor of Music, for an unpaid leave of absence from 5/1/11 to 6/30/11.



Report No.: V-A-1-a

Date: May 17, 2011

Subject: Academic Personnel

6. Separation(s)

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Patrick Schwerdtfeger	Vice President, Academic Affairs	June 30, 2011	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: May 17, 2011

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 2200, the Chancellor recommends approval/ratification for the following:

a. Management/Supervisory

<u>Effective</u> <u>Name</u>	<u>Position</u>	<u>Date</u>	<u>Salary</u>	<u>Action</u>
MORENO VALLEY COLLEGE				
David Bobbitt	Interim Vice President, Business Services	05/01/11	AB1	Transfer

b. Management/Supervisory – Categorically Funded

(None)

c. Classified/Confidential

(None)

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective</u> <u>Date</u>	<u>Salary</u>	<u>Action</u>
MORENO VALLEY COLLEGE				
*Lorena Franco	Administrative Assistant I (Part-Time, 47.5%)	05/23/11	E-1	Appointment
NORCO COLLEGE				
Ashley Etchison	Employment Placement Coordinator (Part-Time, 47.5%)	05/24/11	K-1	Appointment

Report No.: V-A-1-b

Date: May 17, 2011

Subject: Classified Personnel

2. Request to Adjust Effective Date of Retirement

At its meeting of April 19, 2011, the Board of Trustees approved the retirement of Gail Byrne, Student Services Specialist – Moreno Valley College, with an effective date of April 29, 2011. It is recommended the Board of Trustees adjust the effective date of retirement to May 4, 2011.

3. Elimination of Positions Due to Lack of Funds

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to perform personnel actions, subject to final approval by the Board of Trustees. The positions below are no longer needed due to discontinuation of categorical funds.

It is recommended the Board of Trustees approve the reduction in staffing through the elimination of these positions, effective at the end of the work day on June 30, 2011. Some employees have bumping rights into a lower level position which they formerly held within the District and will be placed on the 39 month reemployment list for the position currently held.

Elimination of Positions - Effective 7/1/11

<u>Position Title</u>	<u>District/College</u>
Emancipation Coach (7 positions, 7 FTE, Workforce & Resource Development)	Riverside/Norco/ Moreno Valley
Accounting Services Clerk (Eff. 7/2/11) (1 position, 1 FTE, Workforce & Resource Development)	Riverside
Administrative Assistant II (1 position, 1 FTE, Workforce & Resource Development)	Riverside
Clerk Typist (1 position, 1 FTE, Workforce & Resource Development)	Riverside
Computer Lab Specialist (1 position, 1 FTE, Workforce & Resource Development)	Riverside
Student Resource Specialist (2 positions, 2 FTE, Workforce & Resource Development)	Riverside
Director, Foster & Kinship Care (1 position, 1 FTE, Workforce & Resource Development)	Riverside
Director, Foster Youth Emancipation (1 position, 1 FTE, Workforce & Resource Development)	Riverside
Director, Workforce Prep Grants & Contracts (1 position, 1 FTE, Workforce & Resource Development)	Riverside
Clerk Typist (1 position, 1 FTE, STEM)	Riverside
Education Advisor (1 position, 1 FTE, STEM)	Riverside
District Campaign Specialist (1 position, 1 FTE, Foundation and Alumni Affairs)	District

Report No.: V-A-1-b

Date: May 17, 2011

Subject: Classified Personnel

3. Elimination of Positions Due to Lack of Funds (Continued)

Elimination of Positions (Continued)

<u>Position Title</u>	<u>District/College</u>
Education Advisor (1 position, 1 FTE, Gateway to College)	Riverside
Outcomes Assessment Specialist (1 position, .50 FTE, Academic Support)	Riverside
Outcomes Assessment Specialist (1 position, .50 FTE, Title V)	Moreno Valley

Reduction in Funding - Effective 7/1/11

Job Placement Technician (1 position, Reduction from 100% to 80%, Career & Tech Ed)	Riverside
Accounting Services Clerk (1 position, Reduction from 100% to 80%, Career & Tech Ed)	Riverside
Occupational Education Assistant (1 position, Reduction from 100% to 80%, Career & Tech Ed)	Riverside
Occupational Education Specialist (1 position, Reduction from 100% to 80%, Career & Tech Ed)	Riverside
Outreach Specialist (1 position, Reduction from 100% to 70%, Career & Tech Ed)	Riverside
Supplemental Instructional Coordinator (1 position, Reduction from 75% to 52.5%, Academic Support)	Riverside

Placement on 39-Month Reemployment List – Effective 7/1/11

<u>Name</u>	<u>Position Title</u>
Plumley, Sheryl	Accounting Services Clerk – 100% (Effective 7/2/11)
Freeman, Cynthia	Accounting Services Clerk – 100% (Effective 7/2/11)
Minkler, Dinah	Adaptive Technology Specialist – 100%
Tapia, Sandra	Clerk Typist – 100%
Perez, Christel	Clerk Typist – 100%
Huskey, Morgan	Clerk Typist – 50%
Tetrick, Ted	Computer Lab Specialist – 100%
Davis, Penny	Director, Foster & Kinship Care – 100%
Sousa, John	Director, Foster Youth Emancipation - 100%
Wright, Michael	Director, Workforce Prep Grants & Contracts – 100%
Scott-Demery, Sabeen	District Campaign Specialist – 100%
Moeung, Botra	Education Advisor – 100%
Contreras, Miguel	Education Advisor – 100%
Dech, Chris	Emancipation Coach – 100 %
Escalera, Anthony	Emancipation Coach – 100%
Johnson, Jeremy	Emancipation Coach – 100%

Report No.: V-A-1-b

Date: May 17, 2011

Subject: Classified Personnel

3. Elimination of Positions Due to Lack of Funds (Continued)

Placement on 39-Month Reemployment List – Effective 7/1/11 (Continued)

<u>Name</u>	<u>Position Title</u>
LeDuff, Nicole	Emancipation Coach – 100%
Neal, Udawna	Emancipation Coach – 100%
Ortega, Whitney	Emancipation Coach – 100%
Sattar, Sahib	Emancipation Coach – 100%
Cowgill, Barbara	Job Placement Technician – 100%
Anderson-McDade, Meriel	Occupational Education Assistant – 100%
Harvey, Elizabeth	Occupational Education Specialist – 100%
Trejo, Silvia	Outreach Specialist – 80%
Koh, Myuong	Outcomes Assessment Specialist – 50%
Zottos, George	Outcomes Assessment Specialist – 100%
Moonstone, Rebecca	Supplemental Instructional Coordinator – 75%
Pezant, Catrina	Support Services Specialist – 100%
Alcaraz, Theresa	Support Services Specialist – 62.5%
Faulknerloser, Sheila	Student Resource Specialist – 100%
Forsse, Brenda	Student Resource Specialist – 100%

Reduction in Funding – Effective 7/1/11

Cowgill, Barbara	Job Placement Technician (100% to 80%)
Anderson-McDade, Meriel	Occupational Education Assistant – (100% to 80%)
Harvey, Elizabeth	Occupational Education Specialist – (100% to 80%)
Moonstone, Rebecca	Supplemental Instructional Coordinator (75% to 52.5%)

Bumping due to Seniority Rights – Effective 7/1/11

Freeman, Cynthia	From: Accounting Services Clerk – 100% - Riverside City College
	To: Accounting Services Clerk – 80% - Riverside City College (Effective 7/2/11)
Schultz, Garth	From: Counselor/STEM – Riverside City College
	To: Adaptive Technology Specialist – 100% - Riverside City College
Minkler, Dinah	From: Adaptive Technology Specialist – 100% - Riverside City College
	To: Support Services Specialist – 100% - Riverside City College
Pezant, Catrina	From: Support Services Specialist – 100% - Riverside City College
	To: Support Services Specialist – 62.5% - Riverside City College

Report No.: V-A-1-b

Date: May 17, 2011

Subject: Classified Personnel

3. Elimination of Positions Due to Lack of Funds (Continued)

Bumping due to Seniority Rights – Effective 7/1/11 (Continued)

Wohlk, Carol	From: Administrative Assistant II – 100% - Riverside City College (Workforce & Resource Development) To: Administrative Assistant II – 100% - Riverside City College (Student Financial Services)
Patterson, Rhonda	From: Clerk Typist – 100% - Riverside City College (Workforce & Resource Development) To: Clerk Typist – 100% - Moreno Valley (PSET)
Tapia, Sandra	From: Clerk Typist – 100% - Moreno Valley (PSET) To: Clerk Typist – 50% - Moreno Valley (PSET)
Perez, Christel	From: Clerk Typist – 100% - Riverside City College (STEM) To: Clerk Typist – 48.75% - Riverside City College (Student Financial Services)
Huskey, Morgan	From: Clerk Typist – 50% - Moreno Valley (PSET) To: Clerk Typist – 48.75% - Riverside City College (Student Financial Services)
Moeung, Botra	From: Education Advisor – 100% - Riverside City College (STEM) To: Education Advisor – 75% - Riverside (TRIO)
Smith, Carmen	From: Outreach Specialist – 100% - Riverside City College (Career & Tech Ed) To: Outreach Specialist – 100% - Moreno Valley (EOPS)
Jackson, Ariel	From: Outreach Specialist – 100% - Moreno Valley (EOPS) To: Outreach Specialist – 70% - Riverside City College (Career & Tech Ed)

Report No.: V-A-1-b

Date: May 17, 2011

Subject: Classified Personnel

- 4. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)

It is recommended the Board of Trustees approve/ratify a request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, as indicated below, for the following employees:

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective/ Retroactive to:</u>
Jillian Oliveras	Administrative Assistant IV	CFRA/FMLA	May 2, 2011
Alexis Salinas	Student Services Technician	CFRA/FMLA	May 18, 2011

- 5. Separation(s)

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Claude Martinez	Interim Vice President, Business Services	04/30/11	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-c

Date: May 17, 2011

Subject: Other Personnel

1. Substitute Assignments

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

2. Short-term Positions

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

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

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



Report No.: V-A-1-c

Date May 17, 2011

Subject: Classified Personnel

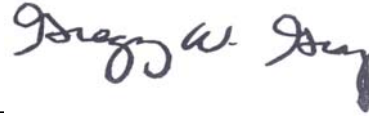
Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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Gregory W. Gray  
Chancellor

Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



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Cynthia Azari  
President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Educational Services



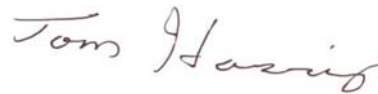
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Brenda Davis  
President, Norco Campus



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James Buysse  
Vice Chancellor, Administration and Finance  
and Finance



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Tom Harris  
Acting President, Moreno Valley Campus

## SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
(None)				
MORENO VALLEY COLLEGE				
Brock, Ryan	Custodial Substitute	Facilities	05/18/11-06/30/11	\$15.45
Chin, Levi	Custodial Substitute	Facilities	04/09/11-06/30/11	\$15.45
Flowers, Latoya	Custodial Substitute	Facilities	05/18/11-06/30/11	\$15.45
Hernandez, Iris	Custodial Substitute	Facilities	05/18/11-06/30/11	\$15.45
Mabon, Theo	Grounds Substitute	Facilities	05/01/11-06/30/11	\$16.89
Melville, Eric	Custodial Substitute	Facilities	05/18/11-06/30/11	\$15.45
Wardlow, Adrian	Custodial Substitute	Facilities	04/09/11-06/30/11	\$15.45
NORCO COLLEGE				
(None)				
RIVERSIDE CITY COLLEGE				
*Adling, Christopher	Tool Cage Substitute	Automotive Technolog	05/09/11-06/30/11	\$18.51

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
2010/2011 ACADEMIC YEAR				
DISTRICT	(None)			
MORENO VALLEY COLLEGE				
Citrowski, Shaunna	Role Player	PSET	03/01/11-06/30/11	\$8.00
Kate-ra Glozer	Role Player	PSET	05/18/11-06/30/11	\$8.00
Keen, Michael	Role Player	PSET	05/18/11-06/30/11	\$8.00
Morales, Fernando	Role Player	PSET	05/18/11-06/30/11	\$8.00
Starzak, Mark	Role Player	PSET	03/15/11-06/30/11	\$8.00
Whitt, Jerry	Role Player	PSET	05/18/11-06/30/11	\$8.00
NORCO COLLEGE				
Campbell, Mel	Grant Facilitator	TRIO Program	06/01/11-06/30/11	\$40.00
Gomez, Israel	SI Leader	Title V	05/18/11-06/30/11	\$12.00
Gonzalez, Cinthya	UB College Mentor	TRIO/Upward Bound	06/01/11-06/30/11	\$12.00
Mendoza, Alitza	SI Leader	Title V	05/18/11-06/30/11	\$12.00
Ochoa, Alejandro	UB College Mentor	TRIO/Upward Bound	06/01/11-06/30/11	\$12.00
Ortiz, Victor	UB College Mentor	TRIO/Upward Bound	06/01/11-06/30/11	\$12.00
Rubio-Gonzalez, Lissette	UB College Mentor	TRIO/Upward Bound	06/01/11-06/30/11	\$12.00
Vuong, Loi	Grant Facilitator	TRIO Program	06/01/11-06/30/11	\$40.00
RIVERSIDE CITY COLLEGE				
Armenta, Charles	Grant Facilitator	Upward Bound	06/01/11-06/30/11	\$40.00
Barger, Brooke	Asst Pool Manager	Community Education	06/01/11-06/30/11	\$10.50
Betz, Emmie	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Clark, Jamie	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
DesCombes, Aaron	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
DesCombes, April	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Finfrock, Douglas	Asst Pool Manager	Community Education	06/01/11-06/30/11	\$10.50
Gingland, Aimee	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Harrod, Chelsea	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Hass, Matthew	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Holmquist, Emily	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Kaiser, McKenzie	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Kent, Melanie	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Koralewski, Brooke	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Laumea, Jennifer	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
McVay, Haley	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Menchaca, Angela	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Merritt, Kanann	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Molinar, Dannie	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Nunnenkamp, Camille	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Pedroso, Dani	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Pinzon, Lizeth	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Quiroz, Maria	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Rethaford, Bradleigh	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Schnakenberg, Sabrina	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Waters, Rebecka	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00
Wilcox, Kristi	Lifeguard (Instructor)	Community Education	06/01/11-06/30/11	\$8.00

2011/2012 ACADEMIC YEAR

DISTRICT (None)

MORENO VALLEY COLLEGE

Citrowski, Shauna	Role Player	PSET	07/01/11-12/30/11	\$8.00
Glozer, Kate-ra	Role Player	PSET	07/01/11-12/30/11	\$8.00
Keen, Michael	Role Player	PSET	07/01/11-12/30/11	\$8.00
Morales, Fernando	Role Player	PSET	07/01/11-12/30/11	\$8.00
Rodriguez, Jessica	Role Player	PSET	07/01/11-12/30/11	\$8.00
Santa Cruz, Elena	Grant Project Technician	Public Svcs	05/18/11-06/30/11	\$20.00
Starzak, Mark	Role Player	PSET	07/01/11-12/30/11	\$8.00

NORCO COLLEGE

Campbell, Mel	Grant Facilitator	TRIO Program	07/01/11-07/31/11	\$40.00
Gomez, Israel	SI Leader	Title V	07/01/11-12/16/11	\$12.00
Gonzalez, Cinthya	UB College Mentor	TRIO/Upward Bound	07/01/11-07/31/11	\$12.00
Kaan, Brandon	Grant Facilitator	TRIO Program	07/01/11-07/31/11	\$40.00
Mendoza, Alitza	SI Leader	Title V	07/01/11-12/16/11	\$12.00
Ochoa, Alejandro	UB College Mentor	TRIO/Upward Bound	07/01/11-07/31/11	\$12.00
Ortiz, Victor	UB College Mentor	TRIO/Upward Bound	07/01/11-07/31/11	\$12.00
Reid, Bryan	Grant Facilitator	TRIO Program	07/01/11-07/31/11	\$40.00
Rubio-Gonzalez, Lissette	UB College Mentor	TRIO/Upward Bound	07/01/11-07/31/11	\$12.00
Vuong, Loi	Grant Facilitator	TRIO Program	07/01/11-07/31/11	\$40.00

RIVERSIDE CITY COLLEGE

Almquist, Debra	Registered Nurse II	Std Health & Psy Svcs	07/01/11-09/30/11	\$37.00
Armenta, Charles	Grant Facilitator	Upward Bound	06/01/11-06/30/11	\$40.00
Barger, Brooke	Asst Pool Manager	Community Education	07/01/11-08/04/11	\$10.50

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Betz, Emmie	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Blood, Dawn	SI Leader	Academic Support	07/01/11-07/30/11	\$12.00
Clark, Jamie	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
DesCombes, Aaron	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
DesCombes, April	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Finfrock, Douglas	Asst Pool Manager	Community Education	07/01/11-08/04/11	\$10.50
Gingland, Aimee	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Harrod, Chelsea	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Hass, Matthew	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Holmquist, Emily	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Kaiser, McKenzie	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Kent, Melanie	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Koralewski, Brooke	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Laumea, Jennifer	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
McVay, Haley	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Menchaca, Angela	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Merritt, Kanann	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Molinar, Dannie	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Nunnenkamp, Camille	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Pedroso, Dani	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Pinzon, Lizeth	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Quiroz, Maria	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Reeves, Sue	Registered Nurse I	Stdt Health & Psy Svcs	07/01/11-09/30/11	\$35.00
Rethaford, Bradleigh	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Schnakenberg, Sabrina	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Six, Charissa	SI Leader	Academic Support	07/01/11-07/30/11	\$12.00
Talamaivao, Pene	Coaches, Summer Act	Physical Education	07/01/11-08/15/11	\$17.54
Talamaivao, Pene	Asst Football Coach	Physical Education	08/16/11-12/31/11	\$3,898.00
Waggoner, Jennifer	Registered Nurse I	Stdt Health & Psy Svcs	07/01/11-09/30/11	\$35.00
Waters, Rebecka	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
Wilcox, Kristi	Lifeguard (Instructor)	Community Education	07/01/11-08/04/11	\$8.00
TBA	TBA	TBA	TBA	TBA

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

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
MORENO VALLEY COLLEGE				
Gamboa, Lauren	Tutor	Tutorial Services	04/28/11	\$ 8.25
NORCO COLLEGE				
Brode, Crystal	Student Ambassador	Outreach	04/28/11	\$ 8.00
Brown, Shantae	Receptionist	Health Services	05/03/11	\$ 8.00
Cady, David	Tutor	Tutorial Services	03/22/11	\$ 8.00
Gonzalez, Gisel	Office Assistant	Trio	05/03/11	\$ 8.00
Gonzalez, Marisela	Office Assistant	Assessment Center	05/03/11	\$ 8.00
Long, Dominique	Food Services Worker	Food Service	04/28/11	\$ 8.00
Esquivel, Erika	Office Assistant	Trio Communications	04/27/11	\$ 8.00
Wenner, Rebecca	Managing Editor	Department	04/15/11	\$ 9.00
RIVERSIDE CITY COLLEGE				
Anderson, Ashley	MUN Assistant	Political Science		
Cui, Wenxin	Tutor	Tutorial Services	04/13/11	\$ 8.00
Gallardo, Maria	Instructional Aide	Early Childhood Studies	04/15/11	\$ 8.00
Rich, Elwood	MUN Assistant	Political Science	04/13/11	\$10.50
Robinson, Brenda	Lab Aide	English Writing Center	03/10/11	\$ 8.00
Swoverland, Madoka	Tutor	Tutorial Services	05/02/11	\$ 8.00
Thompson, Cheyenne	Tutor	Tutorial Services	04/13/11	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE				
Esqueda, Mayra	Instructional Assistant	Early Childhood Education	05/06/10	\$ 5.25
NORCO COLLEGE				
Rojas, Daisy	Office Assistant	Community Education	04/15/11	\$ 8.50

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: May 17, 2011

Subject: Purchase Order and Warrant Report-All District Resources

Background: The attached Purchase Order and Warrant Report-All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$5,560,492 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 173212-17495) totaling \$7,077,779 have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,560,492 and District Warrant Claims totaling \$7,077,779.

Gregory W. Gray  
Chancellor

Prepared by: Majd S. Askar  
Purchasing Manager

Report of Purchases-All District Resources  
Purchases Over \$78,900  
4/01/11 thru 4/30/11

PO	Department	Vendor	Description	Amount
C0003367	Administrative Support Center	Sharp Electronics Corp.	Copier Lease	\$101,506
C0003375	President - Norco	California State University San Bernardino	Grant / Contract Sub Agreements	161,776
C0003386	Facilities - Norco	West-Tech Mechanical, Inc	Norco Secondary Effects	2,215,500
C0003391	Facilities - Moreno Valley	FM & Sons, Inc	Moreno Valley Dental Education Center Bid Award	122,100
C0003393	Facilities - Moreno Valley	DSP Electrical Contractors, Inc	Moreno Valley Parking Structure Lions Lot Bid Award	96,000
C0003406	Facilities	GDA Incorporated	Wheelock Gym Seismic Retrofit	1,219,869
			Total	<u>\$3,916,751</u>
			All Purchase Orders, Contracts, and Additions for the Period of 4/01/11 - 4/30/11	
			Contracts- C3368 - C3406	\$492,863
			Contract Additions- C1631 - C3367	
			Purchase Orders- P28125 - P28126	1,060,518
			Purchase Order Additions- P26262 - P28012	
			Blanket Purchase Orders- B8262 - B8323	90,360
			Blanket Purchase Orders- None	
			Total	<u>\$1,643,741</u>
			Grand Total	<u><u>\$5,560,492</u></u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments

Background: The 2010-11 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). Additionally, at the close of each fiscal year, it is necessary for the Board to grant authority to make necessary balancing transfers among the various accounts and funds of the district. The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to provide for short-term temporary help.		
From: Art	Copying and Printing	\$ 50
	Supplies	814
	Other Services	455
To: Art	Short-Term Temporary	\$ 1,180
	Employee Benefits	139
R2. Transfer to provide for guest artist.		
From: Performing Arts	Instructional Supplies	\$ 650
To: Performing Arts	Other Services	\$ 650
R3. Transfer to provide for an academic special project. (Fund 12, Resource 1190)		
From: STEM – Access to Success	Short-Term Temporary	\$ 30,000
To: STEM – Access to Success	Academic Special Project	\$ 30,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R4. Transfer to reallocate the STEM Step-Up-To-Success grant budget. (Fund 12, Resource 1190)		
From: STEM – Step-Up-To-Success	Short-Term Temporary	\$ 64,138
	Mileage	338
	Academic Special Project	39,933
To: STEM – Step-Up-To-Success	Equipment	\$ 64,138
	Fixtures & Fixed Equipment	338
	License Fees	13,966
	Instructional Supplies	25,967
R5. Transfer to purchase supplies.		
From: Career and Tech Ed	Administrative Contingency	\$ 749
To: Career and Tech Ed	Supplies	\$ 749
R6. Transfer to provide for mileage and cellular telephones.		
From: Academic Support	Supplies	\$ 294
To: Academic Support	Mileage	\$ 283
	Cellular Telephone	11
R7. Transfer to purchase phone equipment and to provide for classified special projects.		
From: President	Administrative Contingency	\$ 8,120
To: President	Equipment	\$ 120
Education Programs	Classified Special Project	6,631
	Employee Benefits	1,369

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R8. Transfer to purchase computer equipment.		
From: Economics, Geography, Poli Sci	Student Help Non-Instr. Employee Benefits	\$ 1,484 3
To: Model United Nations	Equipment	\$ 1,487
R9. Transfer to purchase instructional supplies and software.		
From: Information Systems & Technology	Student Help – Instructional	\$ 14,000
To: Information Systems & Technology	Instructional Supplies Software	\$ 7,000 7,000
R10. Transfer to purchase instructional supplies.		
From: Life Sciences	Rents and Leases	\$ 440
To: Life Sciences	Instructional Supplies	\$ 440
R11. Transfer to purchase office furniture.		
From: Student Financial Services	Supplies	\$ 653
To: Student Financial Services	Equipment	\$ 653

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R12. Transfer to reallocate the EOPS budget. (Fund 12, Resource 1190)		
From: EOPS	Student Help - Non-Istr	\$ 3,094
	Postage	500
	Transportation	300
	Meeting Expenses	3,000
	Student Financial Grants	3,314
	Academic PT Non-Instr	1,056
To: EOPS	Equipment	\$ 11,114
	Employee Benefits	150
R13. Transfer to provide for academic part-time, non-instructional staff. (Fund12, Resource 1190)		
From: Student Services – SSS Trio	Short-Term Temporary	\$ 16,000
To: Student Services – SSS Trio	Academic PT Non-Instr.	\$ 16,000
R14. Transfer to provide for an academic special project. (Fund12, Resource 1190)		
From: Matriculation	Short-Term Temporary	\$ 8,000
To: Matriculation	Academic Special Project	\$ 8,000
R15. Transfer to reallocate the Child Care Center budget. (Fund 33, Resource 3300)		
From: Early Childhood Education	Repair Services	\$ 5,200
To: Early Childhood Education	Supplies	\$ 1,700
	Site Improvements	3,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R16. Transfer to provide for a new food slicer. (Fund 32, Resource 3200)		
From: Food Services	Produce	\$ 3,900
To: Food Services	Equipment	\$ 3,900
R17. Transfer to provide for instructional supplies and computer equipment.		
From: Applied Technology	Comp. Software Maint/Lic.	\$ 6,629
To: Applied Technology	Instructional Supplies	\$ 629
	Equipment	6,000
R18. Transfer to purchase computers. (Fund 12, Resource 1190)		
From: CalWORKs	Other Services	\$ 3,000
To: CalWORKs	Equipment	\$ 3,000
R19. Transfer to reallocate the Foster Parent and Kinship Provider Training grant budget. (Fund 12, Resource 1190)		
From: Foster Parent and Kinship Provider	Supplies	\$ 45
To: Foster Parent and Kinship Provider	Conferences	\$ 45
R20. Transfer to reallocate the Riverside County Pre-Emancipation Services grant budget. (Fund 12, Resource 1190)		
From: Riverside Co. Pre-Emancipation	Instructional Supplies	\$ 541
	Transportation/Bus Passes	1,500
To: Riverside Co. Pre-Emancipation	Meeting Expenses	\$ 2,041

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R21. Transfer to reallocate the Riverside County Post-Emancipation Services grant budget. (Fund 12, Resource 1190)		
From: Riverside Co. Post-Emancipation	Instructional Supplies	\$ 1,242
	Supplies	4,000
To: Riverside Co. Post Emancipation	Other Services	\$ 5,242
R22. Transfer to reallocate the Riverside County Emancipation Services grant budget. (Fund 12, Resource 1190)		
From: Riverside County Emancipation	Employee Benefits	\$ 6,064
To: Riverside County Emancipation	Classified Substitutes	\$ 2,795
	Copying and Printing	1,500
	Supplies	500
	Travel Expenses	773
	Conferences	496
R23. Transfer to reallocate the CDC-WORKs! grant budget. (Fund12, Resource 1190)		
From: CDC-WORKs!	Classified FT	\$ 6,273
To: CDC-WORKs!	Instructional Supplies	\$ 5,000
	Mileage	133
	License Fees	1,140
R24. Transfer to provide for repairs.		
From: Applied Technology-Auto	Instructional Supplies	\$ 367
To: Applied Technology-Auto	Repairs	\$ 367

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R25. Transfer to purchase instructional supplies.		
From: Applied Technology-Manufacturing	Repairs	\$ 1,024
To: Applied Technology-Manufacturing	Instructional Supplies	\$ 1,024
R26. Transfer to provide for grant writing costs for two Upward Bound grants.		
From: Student Services	Academic Special Project	\$ 1,600
To: Student Services	Classified Special Project	\$ 1,600
R27. Transfer to purchase supplies.		
From: Counseling-Transfer Center	Transportation	\$ 977
To: Counseling-Transfer Center	Supplies	\$ 977
R28. Transfer to reallocate the Health Services budget. (Fund 12, Resource 1070)		
From: Health Services	Professional Services	\$ 9,000
	Other Services	4,679
To: Health Services	Health Supplies	\$ 118
	Supplies	10,517
	Repair Parts	158
	Fixtures and Fixed Equipment	2,886

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R29. Transfer to pay for conferences and cellular telephones.		
From: International Students	Copying and Printing	\$ 1,775
To: International Students	Conferences	\$ 1,620
	Cellular Telephone	155
R30. Transfer to purchase computers. (Fund 12, Resource 1050)		
From: College Safety & Police	Other Services	\$ 10,125
To: College Safety & Police	Equipment	\$ 10,125
<u>Norco</u>		
N1. Transfer to reallocate the CalWorks budget. (Fund 12, Resource 1190)		
From: CalWorks	Academic FT Administrator	\$ 9,174
	Copying and Printing	300
	Supplies	401
To: CalWorks	Classified FT	\$ 8,934
	Employee Benefits	249
	Equipment	692
N2. Transfer to purchase computer equipment and repair parts.		
From: Facilities	Repair Services	\$ 14,344
To: Facilities	Equipment	\$ 344
	Repair Parts	14,000



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N3. Transfer to purchase instructional equipment requested through program review.		
From: Vice President Academic Affairs	Instructional Supplies	\$ 21,264
	Administrative Contingency	7,800
To: Art, Humanities & World Languages	Equipment	\$ 1,255
Social and Behavioral Sciences	Equipment	490
Campus Student Services	Conferences	1,000
Physical and Life Sciences	Equipment	10,336
Business, Engineering and IS	Equipment	8,183
Vice President Academic Affairs	Academic Special Project	2,800
Learning Resource Center	Equipment	5,000
N4. Transfer to purchase phone equipment.		
From: President	Rents and Leases	\$ 3,336
To: President	Equipment	\$ 3,366
N5. Transfer to purchase supplies and computer software maintenance.		
From: Dean of Instruction	Academic Special Project	\$ 500
	Academic PT Non-Instr.	1,483
	Short Term Temporary	9,860
To: Dean of Instruction	Supplies	\$ 500
	Instructional Supplies	5,860
	Comp Software Maint/Lic	5,483

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N6. Transfer to reallocate the Learning Resource Center budget.		
From: Learning Resource Center	Student Help Non-Instr.	\$ 6,445
To: Learning Resource Center	Supplies	\$ 500
	Comp Software Maint/Lic	650
	Equipment	5,295
N7. Transfer to purchase instructional software.		
From: Social and Behavioral Sciences	Instructional Supplies	\$ 230
	Copying and Printing	20
To: Social and Behavioral Sciences	Comp Software Maint/Lic	\$ 250
N8. Transfer to provide for an academic special project and instructional supplies.		
From: Arts, Humanities & World Languages	Travel Expenses	\$ 333
	Transportation	250
	Other Services	117
To: Arts, Humanities & World Languages	Instructional Supplies	\$ 300
Dean of Instruction	Academic Special Project	400
N9. Transfer to purchase subscriptions and software.		
From: Library	Short Term Temporary	\$ 486
To: Library	Periodicals/Magazines	\$ 153
	Comp Software Maint/Lic	333

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N10. Transfer to purchase a digital camera for the Norco College ID system.		
From: VP Student Services	Software	\$ 1,277
To: VP Student Services	Equipment	\$ 1,277
N11. Transfer to reallocate the Vice President Student Services budget.		
From: VP Student Services	Administrative Contingency	\$ 3,602
To: VP Student Services	Computer Equipment	\$ 936
Campus Student Services	Student Help	1,000
	Employee Benefits	16
Admissions and Records	Commencement	1,002
Community Outreach	Student Help	311
	Equipment	337
N12. Transfer to purchase computer equipment, phones and supplies.		
From: Admissions and Records	Short-Term Temporary	\$ 438
	Classified Overtime	1,775
	Conferences	40
To: Admissions and Records	Equipment	\$ 2,036
	Supplies	217
N13. Transfer to purchase computer software and to provide for conference fees.		
From: Counseling	Supplies	\$ 585
To: Counseling	Comp Software Maint/Lic	\$ 435
	Conferences	150

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N14. Transfer to reallocate BFAP budget. (Fund 12, Resource 1190)		
From: Student Financial Services - BFAP	License Fees	\$ 1,500
	Other Services	1,022
To: Student Financial Services - BFAP	Classified Overtime	\$ 1,488
	Supplies	613
	Equipment	421
N15. Transfer to purchase supplies.		
From: Campus Student Services	Postage	\$ 64
	Conferences	1500
To: Campus Student Services	Supplies	\$ 1,564
N16. Transfer to reallocate the SSS TRIO grant budget. (Fund 12, Resource 1190)		
From: TRIO Programs	Academic Special Project	\$ 16,972
	Instructional Supplies	8,015
	Food	4,600
	Equipment	1,727
To: TRIO Programs	Classified FT	\$ 6,537
	Employee Benefits	22,190
	Travel Expenses	608
	Conferences	307
	Memberships	144
	Cellular Telephone	11
	Rents and Leases	927
	Transportation	590

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N17. Transfer to reallocate the Matriculation budget. (Fund 12, Resource 1190)		
From: Matriculation	Supplies	\$ 2,560
To: Matriculation	Equipment	\$ 2,560

N18. Transfer to purchase computers. (Fund 12, Resource 1050)		
From: College Safety & Police	Other Services	\$ 2,250
To: College Safety & Police	Equipment	\$ 2,250

Moreno Valley

M1. Transfer to reallocate the CalWorks budget. (Fund 12, Resource 1190)		
From: CalWorks	Supplies	\$ 26,900
	Other Services	6,207
To: CalWorks	Academic FT Non-Instr.	\$ 7,692
	Employee Benefits	8,515
	Equipment	16,900

M2. Transfer to purchase instructional supplies.		
From: Business Services	Equipment	\$ 5,906
To: Communications	Instructional Supplies	\$ 5,906

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M3. Transfer to provide for cell phone and other services.		
From: Facilities	Repair Parts	\$ 1,525
To: Facilities	Cellular Telephone	525
	Other Services	1,000
M4. Transfer to provide for membership fees.		
From: Health, Human & Public Svcs.	Supplies	\$ 41
To: Health, Human & Public Svcs.	Memberships	\$ 41
M5. Transfer to purchase computers.		
From: Academic Affairs	Short-Term temporary	\$ 3,000
	Employee Benefits	136
	Supplies	1,000
To: Business & Computer IS	Equipment	\$ 4,136
M6. Transfer to reallocate the Basic Skills budget. (Fund 12, Resource 1190)		
From: Academic Affairs	Lecturers	\$ 230
To: Academic Affairs	Instructional Supplies	\$ 153
	Copying and Printing	77
M7. Transfer for consulting services provided by Grants4U.		
From: Health Science Programs	Short-Term Temporary	\$ 1,732
To: President	Consultants	\$ 1,732

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M8. Transfer to reallocate the President's budget.		
From: President	Rents and Leases	\$ 4,200
	Memberships	1,800
	Meeting Expenses	2,080
To: President	Copying and Printing	\$ 1,200
	Supplies	3,000
Health Science Programs	Short-Term Temporary	1,800
Counseling	Academic PT Non-Instr.	2,080
M9. Transfer to purchase computer equipment.		
From: Dean of Instruction	Short-Term Temporary	\$ 2,000
To: Business & Computer IS	Equipment	\$ 2,000
M10. Transfer to purchase computer equipment.		
From: Learning Resource Center	Supplies	\$ 1,392
	Repair Parts	70
	Cellular Telephone	1,097
To: Learning Resource Center	Equipment	\$ 2,559
M11. Transfer to purchase instructional supplies.		
From: Humanities & Social Sciences	Laundry and Cleaning	\$ 300
	Professional Services	1,225
To: Humanities & Social Sciences	Instructional Supplies	\$ 1,525

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M12. Transfer to purchase supplies.		
From: Business & Computer IS	Comp Software Maint/Lic	\$ 3,338
To: Learning Resource Center	Supplies	\$ 3,338
M13. Transfer to purchase supplies.		
From: Public Safety Education & Training	Equipment	\$ 675
To: Public Safety Education & Training	Supplies	\$ 675
M14. Transfer to provide for short-term temporary employees.		
From: Library	Supplies	\$ 1,500
To: Library	Short-Term Temporary	\$ 1,500
M15. Transfer to purchase office furniture.		
From: Student Services	Supplies	\$ 2,070
	Administrative Contingency	1,810
To: Student Services	Equipment	\$ 3,880
M16. Transfer to purchase office furniture.		
From: Counseling	Short-Term Temporary	\$ 3,745
To: Counseling	Equipment	\$ 3,745



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M17. Transfer to purchase supplies.		
From: Student Financial Services	Short-Term Temporary Classified Overtime	\$ 13,991 2,339
To: Student Financial Services	Supplies	\$ 16,330
M18. Transfer to purchase supplies.		
From: Student Activities	Mileage	\$ 513
To: Student Activities	Supplies	\$ 513
M19. Transfer to reallocate the Matriculation budget. (Fund 12, Resource 1190)		
From: Matriculation	Short-Term Temporary Supplies Mileage	\$ 4,300 10,895 150
To: Matriculation	Equipment	\$ 15,345
M20. Transfer to provide for rental of a temporary trailer. (Fund 32, Resource 3200)		
From: Food Services	Groceries	\$ 4,147
To: Food Services	Rents and Leases	\$ 4,147

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M21. Transfer to reallocate the WIA/ARRA Community College Class Size Training grant. (Fund 12, Resource 1190)		
From: WIA/ARRA Community College	Meeting Expenses	\$ 14,315
	Comp Software Maint/Lic	576
To: WIA/ARRA Community College	Academic PT Teaching	\$ 7,998
	Employee Benefits	893
	Instructional Supplies	6,000
M22. Transfer to purchase computers. (Fund 12, Resource 1050)		
From: College Safety & Police	Other Services	\$ 2,250
To: College Safety & Police	Equipment	\$ 2,250
<u>District Office and District Support Services</u>		
D1. Transfer to purchase computers and taser equipment.		
From: Educational Services	Professional Services	\$ 7,762
To: Economic Development	Equipment	\$ 1,225
Assoc Vice Chancellor, Instruction	Equipment	1,537
Safety and Police	Equipment	5,000
D2. Transfer to provide for computer equipment and cellular phone service.		
From: Finance	Classified FT	\$ 1,659
To: Facilities Planning & Development	Equipment	\$ 1,340
	Cellular Phones	319

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D3. Transfer to reallocate the Perkins Title II Tech Prep grant budget. (Fund 12, Resource 1190)		
From: CTE – Perkins Title II	Grant/Sub Contract Agmnt.	\$ 3,500
	Professional Services	500
	Conferences	800
To: CTE – Perkins Title II	Reference Books	\$ 4,800
D4. Transfer to reallocate the Perkins Title IC grant budget. (Fund 12, Resource 1190)		
From: CTE – Perkins Title IC	Instructional Aides, Hourly	\$ 4,389
	Supplies	5,000
To: CTE – Perkins Title IC	Academic PT Teaching	\$ 4,389
	Meeting Expenses	5,000
D5. Transfer to provide for academic special projects and computer software maintenance.		
From: Open Campus	Classified FT	\$ 4,023
	Supplies	300
To: Open Campus	Academic Special Project	\$ 4,023
	Comp Software Maint/Lic	300
D6. Transfer to purchase network server equipment.		
From: Information Services	Repairs	\$ 4,441
To: Information Services	Equipment	\$ 4,441

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 17, 2011

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D7. Transfer to purchase a new copier.		
From: Administrative Support Center	Postage	\$ 1,665
To: Administrative Support Center	Equipment	\$ 1,665
D8. Transfer to purchase a new computer server.		
From: Institutional Effectiveness	Comp Software Maint/Lic	\$ 4,650
To: Institutional Effectiveness	Equipment	\$ 4,650
D9. Transfer to purchase computers. (Fund 12, Resource 1050)		
From: College Safety & Police	Other Services	\$ 1,125
To: College Safety & Police	Equipment	\$ 1,125

Recommended Action: It is recommended that the Board of Trustees approve the budget transfers as presented. It is further recommended that the Board of Trustees authorize making the necessary balancing transfers among the various accounts and funds of the district.

Gregory W. Gray  
Chancellor

Prepared by: Aaron S. Brown  
Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-1

Date: May 17, 2011

Subject: Resolution to Amend Budget - Resolution No. 55-10/11  
2010-2011 Youth Empowerment Strategies for Success, Independent Living  
Program - Moreno Valley College

Background: The Riverside Community College District's Moreno Valley College has received funding for the 2010-2011 Youth Empowerment Strategies for Success, Independent Living Program in the amount of \$500 from the Foundation for California Community Colleges. The funds will be used for supplies for the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$500 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray  
Chancellor

Prepared by: Eugenia Vincent  
Dean, Student Financial Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 55-10/11

2010-2011 Youth Empowerment Strategies for Success, Independent Living Program -  
Moreno Valley College

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$500 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 17, 2011.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 55-10/11

2010-2011 Youth Empowerment Strategies for Success, Independent Living Program -  
 Moreno Valley College

Year	County	District	Date	Fund
11	33	07	5/17/2011	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	F00	1190	0	0000	0239	8190	500 00	REVENUE
								EXPENDITURES
12	FZE	1190	0	6460	0239	4590	500 00	Office and Other Supplies
							500 00	TOTAL INCOME
							500 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-2

Date: May 17, 2011

Subject: Resolution to Amend - Resolution No.57-10/11  
2010-2011 TriTech SBDC 2011 Cooperative Agreement

Background: The Board of Trustees approved Board Report No. V-A-6-d, presented to the Board of Trustees April 19, 2011, funding the Riverside Community College District TriTech Small Business Development Center (SBDC) beginning January 1, 2011 through June 30, 2011 in the amount of \$160,000. This funding will be received from Assembly Bill 1632 from the Business, Transportation, and Housing Agency. The funds will be used for salaries, benefits, and other operational expenses of the program in order to provide business counseling and training services to grow the high technology business sector within San Bernardino, Riverside and Orange Counties.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$160,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray  
Chancellor

Prepared by: John Tillquist  
Dean, Economic Development and Community Education

Mark Mitchell  
Director, TriTech SBDC



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 57-10/11

2010-2011 TriTech SBDC 2011 Cooperative Agreement

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$160,000 is assured to said district, and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 17, 2011.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 27-11/12  
 2010-2011 TriTech SBDC 2011 Cooperative Agreement

Year	County	District	Date	Fund
11	33	07	5/17/2011	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	0	1190	0	0	0112	8190	160,000 00	REVENUE
								EXPENDITURES
12	AXD	1190	0	7012	112	2118	51,530 00	Classified FT Administrator
12	AXD	1190	0	7012	112	2119	30,662 00	Classified FT
12	AXD	1190	0	7012	112	2331	10,300 00	Student Help Non-Instructional
12	AXD	1190	0	7012	112	3220	12,000 00	Employee Benefits
12	AXD	1190	0	7012	112	3320	2,000 00	
12	AXD	1190	0	7012	112	3325	2,000 00	
12	AXD	1190	0	7012	112	3420	4,000 00	
12	AXD	1190	0	7012	112	3520	800 00	
12	AXD	1190	0	7012	112	3620	2,000 00	↓
12	AXD	1190	0	7012	112	4590	1,000 00	Office Supplies
12	AXD	1190	0	7012	112	4710	1,000 00	Food and Food Services
13	AXD	1190	0	7012	112	5110	34,000 00	Consultants
12	AXD	1190	0	7012	112	5211	2,000 00	Meeting Expenses
12	AXD	1190	0	7012	112	5740	1,000 00	Advertising
12	AXD	1190	0	7012	112	6481	5,708 00	Equipment
							160,000 00	TOTAL INCOME
							160,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 17, 2011

Subject: Request for Proposal Award Number 2010/11-46 - Nursing/Science Building Furniture

Background: On June 17, 2008, the Board of Trustees approved the Riverside Nursing/Science Building project located at Riverside City College. This project is to be completed in the fall of 2011 and is expected to be open in time for the winter 2012 intersession.

The College worked with an interior design consulting firm to develop a list of furniture and finishes required to furnish the laboratory, classrooms, and faculty office spaces for the Nursing/Science Building. Because this list contains hundreds of components and specialty items, it was more appropriate to allow several vendors to provide the technical solutions and pricing based off of their already existing piggyback bids. These vendors were chosen for the extensive breadth of their product lines and our confidence in their products to meet the technical requirements.

In an effort to maximize cost savings, the District solicited a Request for Proposal, requiring the use of a piggyback bid. Piggyback contracts save time and money and is an allowed procurement option in California under Public Contract Code 20652. Obtaining quotes from a competitively bid piggyback contract allows the District to utilize contract items that meet District's specifications, without going out to formal bid.

On April 26, 2011, the District received four (4) bids in response to a Request for Proposal solicitation for the Nursing/Science Building furniture. This project consists of furniture deskling systems, workstations, seating, tables and miscellaneous office products. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Tangram	Santa Fe Springs	\$940,163
G/M Business Interiors	Riverside	\$1,080,324
OM Workspace	Irvine	\$1,162,277
CBI	Irvine	\$1,555,679

Staff recommends awarding the Request for Proposal to the lowest bidder, Tangram, utilizing the competitively bid California State University Agreement No. 2724, for the total bid amount of \$940,163. References for Tangram were checked by Purchasing staff and found to be satisfactory. This project will be funded from the approved Measure C budget.

Recommended Action: It is recommended that the Board of Trustees award Request for Proposal Number 2010/11-46 - Nursing/Science Building Furniture, in the total amount of

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 17, 2011

Subject: Request for Proposal Award Number 2010/11-46 - Nursing/Science Building  
Furniture (continued)

\$940,163 to Tangram and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray  
Chancellor

Prepared by: Michael Stephens, Director of Construction  
Facilities, Planning, & Development

Norm Godin, Vice President, Business Services  
Riverside City College

Majd S. Askar  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: May 17, 2011

Subject: Request for Proposal Award No. 2010/11-47 - Dental Operatory Equipment

Background: On April 28, 2011, the District received two (2) proposals in response to a Request for Proposal solicitation for dental operatory equipment, including the acquisition, delivery and installation of new dental chairs, operator stools, and accessories for the Dental Education Center at Moreno Valley College. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Fitzpatrick Dental, Inc	Moorpark	\$140,302
Patterson Dental	El Segundo	\$148,428

Staff recommends awarding the Request for Proposal to the lowest bidder, Fitzpatrick Dental, Inc, for the total bid amount of \$140,302. References for Fitzpatrick Dental, Inc were checked by Purchasing staff and found to be satisfactory. This project will be funded from the approved Measure C budget.

Recommended Action: It is recommended that the Board of Trustees award Request for Proposal Award No. 2010/11-47 - Dental Operatory Equipment, in the total amount of \$140,302 to Fitzpatrick Dental, Inc and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray  
Chancellor

Prepared by: Bart Doering, Director of Construction  
Facilities, Planning, & Development

Wolde-Ab Isaac, Dean, Health Science Programs  
Moreno Valley College

Majd S. Askar  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: May 17, 2011

Subject: Award of Bid Ratification - Wheelock Gymnasium Seismic Retrofit Project - Bid Category #02r, Site and Structural Concrete

Background: On May 25, 2010, Tidwell Concrete Construction, Inc was awarded the site and structural concrete portion of the Wheelock Gymnasium Seismic Retrofit Project. On February 15, 2011, the District was informed that Tidwell Concrete Construction, Inc. could not complete their portion of the work.

On April 19, 2011, the Board of Trustees approved Emergency Resolution No. 46-10/11 which authorized the Vice Chancellor of Administration and Finance to enter into a takeover contract to ensure the completion of the project. Tidwell Concrete Construction's surety company, Great American Insurance Company, selected GDA Incorporated to take over Tidwell Concrete's contract. Staff issued a fully executed agreement on April 21, 2011 to GDA, for the total bid amount of \$1,219,869. References for GDA Incorporated were checked by the Purchasing staff and found to be satisfactory. This project will be funded from the approved Measure C budget.

Recommended Action: It is recommended that the Board of Trustees ratify the award of the Wheelock Gymnasium Seismic Retrofit Project - Bid Category #02r, Site and Structural Concrete in the amount of \$1,219,869 to GDA Incorporated.

Gregory W. Gray  
Chancellor

Prepared by: Majd S. Askar  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-d

Date: May 17, 2011

Subject: Computer Equipment, Software, Peripherals and Related Services from Govplace

Background: Riverside Community College District utilizes multiple vendors to support the District's efforts in providing information technology solutions.

The Western States Contracting Alliance (WSCA) is comprised of fifteen (15) western states, including California. The purpose of WSCA is to achieve price discounts, by combining the bidding requirements of multi-state governmental agencies and to cost effectively and efficiently acquire quality products and services through cooperative procurement. All governmental entities within WSCA states, as well as authorized governmental entities in non-WSCA states, may use the approved agreements.

Public Contract Code 20652 authorizes state and local agencies to contract with suppliers awarded WSCA contracts without further competitive bidding. Utilizing WSCA contracts is considered a best practice for public agencies to reduce the cost of procurement.

Staff recommends use of this contract as needed throughout the District. The term of the contract is from September 1, 2009 through August, 31, 2012, with an option to extend the term for two (2) additional one (1) year terms. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Recommended Action: It is recommended that the Board of Trustees approve the purchase of computer equipment, software, peripherals and related services from Govplace, utilizing WSCA contract number B27164.

Gregory W. Gray  
Chancellor

Prepared by: Majd S. Askar  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-e

Date: May 17, 2011

Subject: Classroom and Office Furniture from Tangram

Background: Riverside Community College District utilizes multiple vendors for the purchase of classroom and office furniture. The District has a current need to furnish the police department, faculty resource center, lower library and nurse's area for the Norco Secondary Effects project.

School district governing boards have the authority to piggyback on bid proposals properly advertised and awarded by other public entities, per Public Contract Code Section 20652. Piggybacking is considered a best practice for public agencies to reduce the cost of procurement and often provide lower prices than a single jurisdiction would be able to obtain.

Staff recommends use of the California State University Agreement No. 2724 to purchase classroom and office furniture from Tangram. The term is from April 13, 2011 through October 31, 2015. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Recommended Action: It is recommended that the Board of Trustees approve the purchase of classroom and office furniture from Tangram using competitively bid CSU Agreement No. 2724.

Gregory W. Gray  
Chancellor

Prepared by: Majd S. Askar  
Purchasing Manager



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 17, 2011

Subject: Out-of-State Travel

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles; It is recommended that out-of-state travel be granted to:

Current:

*Moreno Valley College*

- 1) Mr. Roger Copp, adjunct faculty, fire technology, public safety education and training, Ben Clark Training Center, to travel to Emmitsburg, Maryland, June 1-5, 2011, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$824.91. Funding source: Perkins Title I-C Grant funds.
- 2) Ms. Ann Yoshinaga, director, public safety education and training, Ben Clark Training Center, to travel to Emmitsburg, Maryland, June 1-5, 2011, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$1,150.00. Funding source: Perkins Title I-C Grant funds.

*Norco College*

None

*Riverside City College*

- 1) Ms. Sandra Baker, dean, school of nursing, to travel to Orlando, Florida, September 20-25, 2011, to attend the National League for Nursing Education Summit 2011. Estimated cost: \$2,812.27. Funding source: Chancellor's Grant funds.
- 2) Mr. Richard Finner, associate professor, graphics technology, and Mr. Anthony Rizo, multi-media graphic artist, library/learning resources, to travel to Kansas City, Missouri, June 19-25, 2011, to accompany four (4) students participating in the National SkillsUSA Leadership Conference. Estimated cost: \$7,845.00. Funding source: \$4,245.00 from Perkins Title I-C Grant funds; \$2,600.00 from ASRCC Industry Donation fund; and \$1,000.00 from RCCD Foundation Trust fund.
- 3) Ms. Jan Schall, coordinator, international education, to travel to Italy, June 22-July 6, 2011, to lead the Riverside Community College District Summer 2011 Study Tour. Estimated cost: \$2,730.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 17, 2011

Subject: Out-of-State Travel (continued)

- 4) Ms. Tammy VantHul, associate professor, nursing, to travel to San Antonio, Texas, June 28-July 1, 2011, to attend the 2011 Improvement Science and Summer Institute on Evidence-Based Practice. Estimated cost: \$1,407.25. Funding source: Nursing Education Practice and Retention Grant funds.
- 5) Ms. Tammy VantHul, associate professor, nursing, to travel to Orlando, Florida, September 20-25, 2011, to attend the National League for Nursing Summit 2011. Estimated cost: \$2,717.27. Funding source: Nursing Education Practice and Retention Grant funds.

*Riverside Community College District*

None

Gregory W. Gray  
Chancellor

Prepared by: Kathryn Tizcareno  
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: May 17, 2011

Subject: Contracts and Agreements Report Less than \$78,900-All District Resources

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$78,900. The attached listing of contracts and agreements under \$78,900 requested by campus and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2010-2011. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify contracts totaling \$492,863.

Gregory W. Gray  
Chancellor

Prepared by: Majd S. Askar  
Purchasing Manager

Contracts and Agreements Report-All District Resources  
 \$78,900 and Under  
 4/01/11 thru 4/30/11

PO	Department	Vendor	Business Location	Description	Amount
C0003368	Facilities	HMC Architects	Ontario	Cosmetology Building	\$ 6,000
C0003369	Facilities	HMC Architects	Ontario	Life Science Recon Design (Riverside)	6,000
C0003370	Facilities - Moreno Valley	Steinberg Architects	San Jose	Moreno Valley Center for Human Performance	7,800
C0003371	President - Moreno Valley	The RP Group	Berkeley	External Evaluation	5,720
C0003372	President - Moreno Valley	The RP Group	Berkeley	External Evaluation Services	3,770
C0003373	President - Norco	Garrison Associates	San Francisco	Consultants	9,200
C0003374	Facilities	MDA Johnson Favaro, LLP	Culver City	RCC Facilities Master Plan Update	77,000
C0003376	Counseling - Moreno Valley	Doubletree Hotel	Berkeley	Hotel Accomodations	3,467
C0003377	Community Ed & Senior Citizen Education	Wits	Virginia Beach, VA	Community Ed Presenter	5,000
C0003378	Community & Economic Development	Softskills	Chatsworth	Training & Development	3,500
C0003379	Customized Solutions	Ortman, Carolyn	Riverside	Training & Development	800
C0003380	Associate VC, Instruction	Governet	Santa Barbara	Maintenance & Support	21,400
C0003381	Community Ed & Senior Citizen Education	Hartnett, Teryn	Menifee	Community Education Classes	47
C0003382	Community Ed & Senior Citizen Education	Voices for All, LLC	Clifton Park, NJ	Community Education Classes	500
C0003383	Community Ed & Senior Citizen Education	Powell, Randall	Menifee	Community Ed Presenter	98
C0003384	Community Ed & Senior Citizen Education	Ingram, Mark	San Pedro	Community Ed Presenter	2,000
C0003385	Community Ed & Senior Citizen Education	Mystery Shoppers Training Group	Rancho Cucamonga	Community Ed Presenter	500
C0003387	Educational Services-Moreno Valley	Shred-It	Corona	On-Site Shredding Services	140
C0003388	Community & Economic Development	Talback-Morffett, Georgina	Santa Ana	Consulting Services	9,900
C0003389	Facilities	Terra Pave, Inc	Whittier	Asphalt Restoration & Striping Bid Award	52,870
C0003390	Matriculation - Moreno Valley	Harland Technology Services	Omaha NE	Onsite Maintenance Agreement	825
C0003392	CTE Projects	Eagle Glen	Corona	Industry Summit	4,111
C0003394	President - Moreno Valley	Grants-4u!	Concord	Grant Application	4,732
C0003395	Matriculation - Moreno Valley	Harland Technology Services	Omaha NE	Onsite Maintenance Agreement	631
C0003396	Admissions & Records-Moreno Valley	Royal Restrooms of California, Inc	Livermore	Restroom Rentals for Commencement	1,493
C0003397	Performance Riverside	Rodgers & Hammerstein Organization	New York, NY	License Fees for Production of 'Oklahoma'	9,144
C0003398	Performance Riverside	Music Theatre International	New York, NY	License Fees for Production of 'Annie'	5,294
C0003399	Campus Student Services-Norco	Forest Home, Inc	Forest Falls	Leadership Retreat Atusd	3,630
C0003400	Community & Economic Development	Riverside Convention Center	Riverside	Funding for Conference Venue	6,000
C0003401	Customized Solutions	Rogers, Henry	Riverside	Training & Development	3,500
C0003402	Community Ed & Senior Citizen Education	Valentine, Elisha Marie	Temecula	Community Ed Presenter	238
C0003403	Community Ed & Senior Citizen Education	Green, Tomsinetta D	Corona	Community Ed Presenter	1,600
C0003404	Performance Riverside	Tams-Witmark Music Library, Inc.	New York, NY	Rents and Leases	19,913
C0003405	Diversity, Equity & Compliance	Aha! Process, Inc.	Highlands, TX	Speaker	3,700
N/A	Health Services	Department of Health & Human Services Centers	Loma Linda	CLIA Laboratory Waiver	No Cost
N/A	TriTech	CSUF ASC	Fullerton	Grant Funding for Orange County/Inland Empire Project	No Cost
N/A	Purchasing	Amerinet, Inc	St Louis, MO	Membership	No Cost
N/A	Purchasing	Sharp Business Systems	Pasadena	Lease Balance Payoff	No Cost
Additions to Approved/Ratify Contracts of \$78,900 and Under					
C0001631	PSET	Riverside County	Riverside	Facilities Rental/Ben Clark	19,937
C0002596	FPDC	Premier Commercial Bank	Anaheim	Construction Contracts	1,837
C0002618	PSET	Orkin, Inc.	Colton	Pest Control	2,895

Contracts and Agreements Report-All District Resources  
 \$78,900 and Under  
 4/01/11 thru 4/30/11

PO	Department	Vendor	Business Location	Description	Amount
C0002697	Facilities	Department of California Highway Patrol	Sacramento	Classroom Space	10,000
C0002825	FPDC	Columbia Steel, Inc	Rialto	Nursing/Sciences Building Bid Award	1,227
C0002838	FPDC	JPI Development Group, Inc	Murrieta	Riverside Aquatics Center	10,246
C0002841	FPDC	Shoring Engineers	Santa Fe Springs	Riverside Aquatics Center Bid Award	33,400
C0002905	FPDC	Mission Pools of Escondido	Escondido	Aquatics Complex Bid Award	12,768
C0002988	Communications - Norco	Corona - Norco Unified School District	Norco	Use of Classrooms at JFK	3,501
C0003060	Chancellor's Office	Clayson Mann Yaeger & Hansen	Corona	Legal Services	5,000
C0003064	Chancellor's Office	Burke, Williams and Sorensen LLP	Los Angeles	Legal Services	15,000
C0003118	Community Education	Balloons By Alice Lyons	Diamond Bar	Presenter	300
C0003132	Chancellor's Office	Atkinson, Andelson, Loya, Ruud	Cerritos	Legal Services	50,000
C0003152	Communications Center-Moreno Valley	Oce Financial Services / Leases	Chicago, IL	Lease Agreement	6,400
C0003159	Community Education	Cybersafe Press	Los Alamitos	Presenter	300
C0003161	Community Education	Koba, Rosalia	Laguna Niguel	Presenter	3,260
C0003164	Community Education	Boulos, Jenesis	Cerritos	Presenter	3,150
C0003170	Finance	Riverside County Office of Education	Riverside	Information Systems Support Services	1,000
C0003201	Administrative Support Center	Oce Financial Services / Leases	Chicago, IL	Lease Payment	3,200
C0003260	Community Education	Edwards, Nancy F.	Riverside	Community Ed Class	1,000
C0003263	Community Education	Boston Reed College	Napa	Community Ed Classes	4,240
C0003278	Community Education	Youngerman, Stephen	Riverside	Community Ed Classes	3,000
C0003282	Economic Development	Vantages	Newport Beach	Consulting Services	14,080
C0003297	Community Education	Notary Public Seminars, Inc	Los Angeles	Community Ed Classes	2,204
C0003313	Community Education	Riverside Unified School District	Riverside	Rent	1,500
C0003323	Administration & Finance	Magnon Property Management	Riverside	Property Management of District Offices	2,895
C0003125	TriTech	Irvine Incubation Center	Irvine	Amends Wording Only	No Cost
				Total	\$ 492,863

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-6-b

Date: May 17, 2011

Subject: Second Amendment to Agreement Between Riverside Community College District and Blue Mountain Two L.P. – Culinary Lease Extension

Background: On June 16, 2009, the Board approved the lease for the culinary program for the space it currently occupies at 1511 Spruce St., Riverside, CA. Since the culinary program will be housed on the first floor of the new District office building on Market and University, it is necessary to secure their current space until the new building is completed. The current lease expires on October 31, 2012 and this Second Amendment extends the expiration date to December 31, 2013. The lease rate does not change except in accordance with the original agreement which calls for annual increases based on any increase of the Consumer Price Index.

Recommended Action: It is recommended that the Board of Trustees approve the Second Amendment to Agreement Between Riverside Community College District and Blue Mountain Two L.P. and authorize the Vice Chancellor, Administration and Finance to sign the document.

Gregory W. Gray  
Chancellor

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

SECOND AMENDMENT TO AGREEMENT

This document amends the original Office Lease Agreement between the Riverside Community College District and Blue Mountain Two L.P., which was approved by the Board of Trustees on June 16, 2009, at their regularly scheduled meeting.

The agreement is hereby amended as follows:

Paragraph 1.3 Term. The ending date of the agreement shall be extended from October 31, 2012 to December 31, 2013.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

Blue Mountain Two, L.P.

By: \_\_\_\_\_  
James L. Buysse, Vice Chancellor,  
Administration and Finance

By: \_\_\_\_\_  
Daniel C. Burke

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

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

By: \_\_\_\_\_  
Michael P. Burke

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES

Report No: V-A-6-c

Date: April 20, 2010

Subject: Award to Support Mental Health Curriculum for Physician Assistant Program

Background: The Physician Assistant Program received funding (\$99,808.00) from the Office of Statewide Planning and Development for the development of mental health curriculum for Physician Assistants in training and for the development of a Mental Health Fellowship Program to train physician assistant graduates to work in public mental health settings. The fellowship will be established between RCCD, Riverside County Regional Medical Center, and Riverside County Department of Mental Health.

Recommended Action: It is recommended that the Board of Trustees accept the award from the Office of Statewide Planning and Development in the amount of \$99,808.00 for the Physician Assistant Program Mental Health Curriculum development.

Gregory W. Gray  
Chancellor

Prepared by: Tom Harris  
Interim President, Moreno Valley College

Delores Middleton  
Physician Assistant Program Director



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES

Report No.: V-A-6-d

Date: May 17, 2011

Subject: San Bernardino Community College District Agreement

Background: The Riverside Community College District Customized Training Solutions (CTS) is a sub grantee under the Southern California Logistics Technology Collaborative (SCLTC) Department of Labor grant funded program administered by San Bernardino Community College District (SBCCD). CTS will provide training for SBCCD under the SCLTC from July 1, 2011 through June 30, 2012. Compensation for CTS is no more than \$229,443.00. No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve this agreement for the term of July 1, 2011 through June 30, 2011, at no cost to the District and for compensation for CTS of \$229,443.00 and authorize the Vice Chancellor, Administration and Finance, to sign the resolution.

Gregory W. Gray  
Chancellor

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

John Tillquist, Dean  
Economic Development



## SUBGRANTEE AGREEMENT

114 SOUTH DEL ROSA DRIVE  
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as "DISTRICT", and Riverside Community College District – RCCD, hereinafter referred to as "CONTRACTOR".

### RECITALS

**WHEREAS**, the DISTRICT needs assistance in servicing the Riverside County area as an active partner and developer of the Southern California Logistics Technology Collaborative (SCLTC) Department of Labor grant funded program; and,

**WHEREAS**, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

**WHEREAS**, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

**NOW THEREFORE**, the parties to this agreement do hereby mutually agree as follows:

### AGREEMENT

**1. DESCRIPTION OF SERVICES**

**PLEASE SEE ATTACHMENT "A"**

**2. TERM**

CONTRACTOR will commence work under this agreement on July 1, 2011 and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than June 30, 2012. CONTRACTOR shall not commence work until the Board has approved the Agreement.

**3. COMPENSATION**

In consideration for the services provided by CONTRACTOR, DISTRICT shall pay the CONTRACTOR within 60 days after receipt of approved invoice by accounts payable in accordance with the following:

- a. Contractor shall be paid a sum not to exceed \$229,443.
- b. Payment(s) shall be made in one of the following manners:

\_\_\_\_\_ single payment upon completion of services: This will require approved invoice(s) to be submitted to Account Payable at least 25 working days prior to the completion of services.

  **X**   other Payments(s) paid on a net 60 after Accounts Payable receives approved invoice(s)

c. **Billing**

CONTRACTOR shall invoice DISTRICT for all payments directed to San Bernardino Community College District 114 South Del Rosa Drive, San Bernardino, California, 92408, **Attention: Accounts Payable. Invoices shall be submitted in duplicate and must include CONTRACTOR'S signature and social security number or tax identification number.**

d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

**4. TERMINATION**

This agreement may be canceled by either party without cause by written notice and with seven (7) calendar days.

**5. RELATIONSHIP OF PARTIES**

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

**6. CONTRACTOR'S STATUS**

Contractor expressly represents and covenants that he/she is a N/A duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

**7. LIABILITY**

CONTRACTOR agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of \$300,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for DISTRICT'S contingent liability on such claims or losses. DISTRICT, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to DISTRICT'S

Office of Business Services. CONTRACTOR agrees to obtain a written obligation from the insurers to notify DISTRICT in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

**8. WORKERS' COMPENSATION INSURANCE**

CONTRACTOR shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers' Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the DISTRICT throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to DISTRICT. The policy shall also be amended to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, employees, agents, or CONTRACTORS for losses which arise from work performed by the named insured for the DISTRICT.

DISTRICT may, at its sole discretion, and if then permissible under the requirements of the Labor Code of the State of California, permit CONTRACTOR, by acknowledgment herein, to waive Workers' Compensation insurance coverage on himself/herself provided CONTRACTOR does not employ any other persons in his/her business. CONTRACTOR does hereby elect to waive Workers' Compensation insurance coverage on himself/herself while performing services for DISTRICT pursuant to this contract. CONTRACTOR expressly acknowledges that he/she is making the election hereunder with the full knowledge and understanding that he/she will not, under any circumstances, be insured for an "on-the job" injury under the DISTRICT'S Workers' Compensation or other liability insurance policies, in the event CONTRACTOR is injured while performing services pursuant to this Agreement.

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District

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Contractor

**9. HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

**10. AMENDMENTS**

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

**11. ATTORNEY'S FEES**

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

**12. ENTIRE AGREEMENT**

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

**13. INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subgrantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or subgrantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

**14. LAW TO GOVERN: VENUE**

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

**15. NOTICES**

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

Attn: Business Services  
San Bernardino Community College District  
114 South Del Rosa Drive  
San Bernardino CA 92408

IF TO CONTRACTOR (Name & mailing address of contractor)

Riverside Community College District  
Attn: Director, Customized Training Solutions  
152 East Sixth Street  
Corona, CA 92879

951-571-6457

Email: Robert.Grajeda@rccd.edu

**16. VALIDITY**

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

**17. EXHIBIT AND ADDENDUM INCORPORATED**

Exhibit "A-D" is attached hereto and incorporated into this Agreement by reference.

**18. PUBLIC EMPLOYEE**

If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR'S regular assigned workday for said entity or during periods of vacation or leave of absence from said entity.

**19. STRS RETIREE**

CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher's Retirement System of the State of California.

**20. ASSIGNMENT**

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

**21. USE OF U.S. DEPARTMENT OF LABOR FUNDS SPECIAL CONDITIONS**

**See Attachment C and Attachment D: some or all of these conditions may apply depending on the nature of the services you are providing in this agreement.**

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement.

\_\_\_\_\_  
DISTRICT SIGNATURE

Date\_\_\_\_\_

San Bernardino Community College District  
114 South Del Rosa Drive  
San Bernardino CA 92408  
909-382-4000

\_\_\_\_\_ Date \_\_\_\_\_  
CONTRACTOR SIGNATURE

James L. Buysse, Vice Chancellor, Administration & Finance  
Name: Print or Type

4800 Magnolia Ave.  
Mailing Address

Riverside, CA 92879  
City, State and Zip Code

951-222-8047  
Telephone Number

33-0831357  
Social Security No. or Tax Payer ID No.

**ATTACHMENT A**  
**DESCRIPTION OF SERVICES**  
**7/1/2011 to 6/30/2012**

**Marketing**

- Advertise training
- Confirm, hold marketing events
  - Create marketing materials
  - Hold/attend job fairs, Industry Organization meetings

**Recruitment**

- Recruit trainees from the community at large
  - Orientation, prescreening interviews, skills assessment
  - Basic Skills training
  - Logistics employment training; /CLA/CLT
  - Define orientation calendar for open enrollment classes
- Recruit industry partners
  - Develop individual partner participation plans
  - Develop Industry partner marketing/training plans
  - Define industry partner meeting schedules
  - Hold industry partner meetings
  - Define training calendars/industry in-kind
  - Hold orientations throughout period, beginning week of July 4, 2011.

**Training**

- Begin training and complete cohorts for this period, 7/11/11 – 6/30/12
  - MSSC (2 cohorts, 10-15 participants each)
  - Logistics Boot Camp (2 cohorts, 15-18 participants each)
  - Forklift Training (3 cohorts, 15 to 18 participants each)
  - VESL (2 cohorts, 15-20 participants each)
  - Supervisor Skills (2 cohorts, 15-18 participants each)
  - Computer training (2 cohorts, 10-15 participants each))
  - Maintenance training (2 cohorts, 10-15 participants each)
  - Automotive training (1 cohort, 10-15 participants each)
  - Diesel training (1 cohort, 10-15 participants each)

Course name	Certification/preparation	Hours
MSSC CLA and CLT	MSSC Certification	40 each
Logistics Boot Camp	RCCD completion	80
Forklift Training	Schneider Logistics Certification	24-40
VESL	RCCD Completion	24
Supervisor Skills	RCCD Completion	24
Computer Training (MS Office)	RCCD Completion	20
Maintenance Training	RCCD Completion	60
Automotive	RCCD Completion	80 - lab
Diesel Troubleshooting/Maintenance	RCCD Completion	80



## **Placement**

- Job development meetings with Riverside County WIB and Industry Partners
- Schedule job fairs/recruitment meetings to coincide with training completion dates

## **Reporting**

- Quarterly reports on activities – meeting DOL 1512 and other reporting requirements
  - Program entries
  - Course cohorts trained detailing student demographics
  - Job Placements and internships

**ATTACHMENT B  
 PAYMENT SCHEDULE**

RCCD may submit invoices per quarter\* for reimbursement of expenditures. Invoices must be accompanied with 1) backup receipts and documentation of all expenditures; and 2) invoices submitted should follow the Application Budget Detail Sheet.

\*Quarterly Invoices:

Quarter 1: July 1, 2011 through September 30, 2011 DUE: October, 10, 2011

Quarter 2: October 1, 2011 through December 31, 2011 DUE: January 10, 2012

Quarter 3: January 1, 2012 through March 31, 2011 DUE: April 10, 2012

Quarter 4: April 1, 2012 through June 30, 2012 DUE: July 10, 2012

<b>Application Budget Detail Sheet</b>		
	<b>District: Riverside Community College District</b>	
	<b>College: Riverside Community College</b>	
	<b>CFDA: Specification Number: 17.275</b>	
	<b>Program Year: 2011 - 2012 [7/1/11 - 6/30/12] = 12 months</b>	
	<b>Source of Funds: DOL Award: GJ-20040-10-60-A-6</b>	
<b>Object of Expenditure</b>	<b>Classification</b>	<b>Project Funds Requested</b>
2118	<b>Project Director Support</b> 12 month position @ 30%, 2.5 hours/day = 12.5 hr./wk. = \$555.13/wk	28,867
2119	<b>Classified Salaries, Noninstructional</b> Administrative Assistant Support, 12 month position @ 60% = 25 hours/week = \$636.25/wk	33,085
3000	<b>Employee Benefits</b> SUI, OASDI, Medicare, PERS, WC, & H & W FT Staff @ 33%	26,536
4000	<b>Supplies and Materials</b> Office supplies \$2,000; Printing & copying expenses \$1,000; Consumables \$2,000; Materials \$3,500; Books \$1,000	9,500
5000	<b>Other Operating Expenses and Services</b> Postage \$500; Mileage \$500; Consultants \$106,180; Website, Branding, Marketing \$1,000; Advertising \$6,000; Conferences \$2,500	110,588
6000	<b>Capital Outlay</b> Training Equipment; Computers, printers new	-
	<b>Total Direct Costs</b>	208,576
	<b>Total Indirect Costs (10% of Direct Costs)</b>	20,858
	<b>Total Project Costs</b>	229,433

## ATTACHMENT C

# FEDERAL SPECIAL CONDITIONS

- a. Federal Project Officer: The DOLETA Federal Project Officer (FPO) for this grant/agreement is:

Thou M. Ny  
U.S. Department of Labor/ETA 90 7<sup>th</sup> Street,  
Suite 17-300 San Francisco, CA 94103  
Telephone: (415) 625-7953  
E-mail: ny.thou@dol.gov

The FPO is not authorized to change any of the terms or conditions of the grant/agreement. Such changes, if any, will be accomplished by the Grant Officer by the use of a properly executed grant/agreement modification.

- b. Equipment: Awardees must receive **prior approval** from the DOL/ETA *Grant Officer* for the purchase and/or lease of any equipment with a **per unit acquisition cost of \$5,000 or more, and a useful life of more than one year**. This includes the purchases of ADP equipment. The grant award does not give approval for equipment even if it is specified in a grantee's statement of work unless specifically approved in the grant award execution letter by the Grant Officer. If not, the awardee must submit a detailed description list to the FPO for review within 30 days of the grant/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.
- c. Program Income: The awardee is authorized to utilize the addition method if any **Program Income** is generated throughout the duration of this grant/ agreement. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c)]: or [29 CFR Part 97.25(c)(g)(2)].
- d. Pre-Award: The awardee hereby agrees that all costs incurred by the awardee prior to the start date specified in the grant agreement issued by the Department are **incurred at the awardee's own expense**.
- e. Reports: Pursuant to Training and Employment Notice (TEN) 12-07, Implementation of New OMB Approved Form ETA 9130, U.S. DOL ETA FINANCIAL REPORT, dated October 1, 2007, all ETA grantees are required to report quarterly financial data on the ETA 9130, beginning with the quarter ending September 30, 2007. (From the September 30, 2007 reporting quarter and forward, previously required financial reporting forms, including the Standard Form 269, are no longer accepted by ETA.) The ETA on-line reporting system has been modified to accommodate the ETA 9130 required data elements, which include a new Federal cash section. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period. Upon receipt of an ETA award, grantees will receive instructions for accessing both the on-line financial reporting system and the HHS Payment Management System. Copies of the ETA 9130 and detailed reporting instructions are available at [www.doleta.gov/grants](http://www.doleta.gov/grants). The ETA Basic reporting format is applicable for the WIA Incentive grants.

Grantees are no longer required to submit the SF-272, Federal Cash Transaction Report, and SF-272 (a) Federal Cash Transaction Report, Continuation Sheet, provided the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements. Grantees are required to submit a brief narrative quarterly and final report to the designated Federal Project Officer (FPO) and the Grant Officer (GO) on grant activities funded under this agreement. All reports become due no later than 45 days after the end of each reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31. (B) QUARTERLY PROGRESS REPORTS The awardee shall submit the QUARTERLY progress report to ETA not later than 45 days after the end of the calendar quarters; and FINAL progress reports not later than 90 days after all funds have been expended, or the period of grant funds availability has expired. For the last calendar quarter in which awardees are active, they will not submit a quarterly progress report, but will include information on their activities that quarter in the FINAL progress report. The awardee's FINAL progress report should provide information on their grant activities during that last quarter and cumulative information on grant activities during the grant's entire period of performance. **(DO NOT MAIL REPORTS DIRECTLY TO THE GRANT OFFICER).**

- (1) The awardee shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
- (2) The awardee shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

- f. Consults: **Consultant** fees paid under this grant/agreement shall be limited to \$585 per day without additional DOL Grant Officer approval.
- g. Rebates: The awardee agrees to advise the Grant Officer, in writing, of any **forthcoming** income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
- h. Publicity: No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
- i. Public Announcements: When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, **all awardees** receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
- j. Executive Order 12928: In compliance with Executive Order 12928, the Grantee is strongly encouraged to provide subcontracting/ subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- k. Procurement: Except as specifically provided, DOL/ETA acceptance of a proposal and an award of federal funds to sponsor any program(s) **does not** provide a waiver of any grant requirements and/or procedures. For example, the OMB circulars require an entity's procurement procedures

must require that **all procurement transactions** shall be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the DOL/ETA's award **does not** provide the justification or basis to sole-source the procurement, i.e., avoid competition.

- l. **Veteran's Priority Provisions:** The Jobs for Veterans Act (Pub. L. 107-288) provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. Grantees are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed. Reg. 78132 on December 19, 2008. In circumstances where a grant recipient must choose between two equally qualified candidates for training, one of whom is a veteran, the Jobs for Veterans Act requires that grant recipients give the veteran priority of service by admitting him or her into the program. To obtain priority of service a veteran must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. Currently, ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the Job for Veterans Act and its effect on current employment and training programs. TEGL No. 5-03, along with additional guidance, is available at the "Jobs for Veterans Priority of Service" Web site: <http://www.doleta.gov/programs/vets>.
- m. **Audits:** The awardee agrees to comply with the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- n. **Salary and Bonus Limitations:** Under Public Law 109-234 and Public Law 111-8, Section 111, none of the funds appropriated in Public Law 111-5 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. These limitations also apply to grants funded under this SGA. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification: <http://wdr.doleta.gov/directives/corr.doc.cfm?DOCN=2262>.
- o. **Intellectual Property Rights.** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

*This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.*

- p. Evaluation, Data, and Implementation: The grantee agrees to cooperate with the U.S. Department of Labor (USDOL) in the conduct of a third-party evaluation, including providing to USDOL or its authorized contractor appropriate data and access to program operating personnel and participants in a timely manner.

Signing this award agreement, or the expenditure of grant funds, certifies that your organization has read and will comply with all parts of this grant agreement.

## ATTACHMENT D

ADDITIONAL PROVISIONS of THE AMERICAN RECOVERY AND  
REINVESTMENT ACT OF 2009

***This grant agreement addendum addresses additional requirements applicable to funds appropriated in the American Recovery and Reinvestment Act of 2009 (ARRA or the Recovery Act, P.L. 111-5).***

***The following clauses are specific to usage of ARRA funds and are intended to supplement, not replace any existing terms and conditions. All laws and ETA guidance that are applicable must be followed, even if not specifically cited herein.***

***Expenditure of grant funds constitutes acceptance of these provisions and all future ARRA Provisions provided by DOL.***

**1. TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 17-08**

**Subject:** ARRA Funds Financial Reporting Requirements

**Purpose:** To provide guidance on the reporting of ARRA funds for Wagner-Peyser Act and Workforce Investment Act programs. This can be found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2745](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2745).

**2. TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 29-08**

**Subject:** Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) Number/Central Contractor Registration (CCR) Mandatory Requirement for Federal Grant Sub-recipients under the American Recovery and Reinvestment Act of 2009

**Purpose:** To inform the workforce system of the mandatory requirement for sub-recipients, i.e., any first-tier subcontract or sub-award funded in whole or in part under the ARRA, to obtain a DUNS number [www.dnb.com](http://www.dnb.com). Any such sub-recipient must also establish and maintain active and current profiles in the CCR at [www.ccr.gov](http://www.ccr.gov). This can be found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2773](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2773).

**In accordance with the ARRA, the following provisions also apply:**

3. **LIMIT ON FUNDS:** In accordance with the ARRA, none of the funds appropriated or otherwise *made available in the ARRA may be used by any State or local government, or any private entity*, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
4. **SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS:** Grantees agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c).
5. **RESPONSIBILITIES FOR INFORMING SUB-RECIPIENTS:** Grantees agree to separately

identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

6. **REPORTING REQUIREMENTS:** Section 1512 of the Recovery Act requires recipients to report on the use of Recovery Act funding, and provide detailed information, such as: total amount of funds received; the amount spent on projects and activities; a list of those projects and activities funded, including name, description, completion status and estimates of jobs created and retained; and details on subawards and other payments.

All Recovery Act grantees are required to report financial and programmatic information no later than 10 days after the end of each calendar quarter beginning with the quarter ending September 30, 2009. Reporting is cumulative from the enactment of the grant award and required until the end of the Recovery award.

7. **WAGE RATE REQUIREMENTS:** All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606).
8. **WHISTLEBLOWER PROTECTION:** No employee of an organization receiving funds under ARRA may be discharged, demoted or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste; a substantial and specific danger to public safety related to the implementation; or, an abuse of authority; or a violation of law, rule, or regulation related to an agency contract or grant, awarded or issued relating to covered funds. [Section 1553(a)]
9. **BUY AMERICAN - USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS:** None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 - Buy American Requirements.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-6-e

Date: May 17, 2011

Subject: Federal Representation for RCCD

Background: Capital Alliance Consulting, LLC (CAC) has held a contract to represent the district on federal issues the past two years. Mr. Dave Kennett, Principal for CAC, has been representing the District, and key to the District's federal issues with a prior firm that the District contracted for services. Over the course of years of services with Mr. Kennett, the District has been the recipient of significant federal dollars for several projects and program support. Federal representation of the District in Washington D.C. is seen as an imperative element, even beyond funding, as major programs that impact community colleges are reauthorized and programmed federally.

These types of services are based upon both professional qualifications and personal relationships with the District, federal representatives, federal agencies, and our trustees. The current contract with CAC proposes to keep its service contract with no change from the prior year at a monthly retainer of \$6,250.

Recommended Action: It is recommended that the Board of Trustees approve the contract with Capital Alliance Consulting, LLC, from July 1, 2011 to June 30, 2012, in an amount not to exceed \$75,000, with approved additional actual expenses not to exceed \$3,000, and authorize the Vice-Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

AGREEMENT RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND CAPITAL ALLIANCE CONSULTING, L.L.C.

Pursuant to this Agreement, Riverside Community College District (hereinafter referred to as "the District") and Capital Alliance Consulting, L.L.C. (hereinafter referred to as "the Federal Representative"), agree to assume the following obligations:

1. OBLIGATIONS OF CAPITAL ALLIANCE CONSULTING

A. Capital Alliance Consulting will act as the Federal Representative to the District with Washington, D.C.

B. The Federal Representative will confer with the District Chancellor, and such other personnel as the District Chancellor may designate, at the times and places mutually agreed to by the District Chancellor and the Federal Representative. This will be done on all organizational planning and program activity that has a bearing on the ability of the District to make the best use of federal programs and develop strategies consistent with federal agendas for accomplishing the District's goals and objectives.

C. The Federal Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other Washington developments for the purpose of advising the District, on the Representative's own initiative, of those items that may have a bearing on the District's policies or programs. And, the Federal Representative will notify the District in advance of opportunities for federal funding prior to formal publication and obtain applications upon request.

D. The Federal Representative will secure and furnish such detailed information as may be available on federal issues in which the District indicates an interest.

E. The Federal Representative will review and comment on proposals of the District, which are being prepared for submission to federal agencies, when requested to do so by the District Chancellor.

F. The Federal Representative will maintain liaison with the District's congressional delegation and assist the delegation in any matter that is in the best interest of the District and in the same manner as any other member of the District's staff might render assistance.

G. The Federal Representative will counsel with the District and prepare briefing materials and/or conduct briefings for District representatives who are preparing to meet with Members of Congress and/or testifying before congressional committees and administrative agencies.

H. The Federal Representative will arrange appointments (and accommodations when requested) for District officials to facilitate the efficient and effective performance of District business while in Washington, D.C.

I. The Federal Representative will contact federal agencies on the District's behalf when applications are under consideration by such agencies and otherwise take whatever steps

necessary to obtain the most favorable consideration of such applications.

K. In fulfilling the responsibilities under this Agreement, the Federal Representative will act in the name of the District and with the title Federal Representative to Riverside Community College District.

L. This scope of work and proposed business terms cover the period of July 1, 2011 through June 30, 2012. In general, CAC will continue to provide counsel on all matters related to the District's interaction with the federal government, providing a level of service that meets or exceeds the standards to which you have grown accustomed. CAC's scope of work is described below.

1. Monitor and report on the implementation of the Higher Education Act, reauthorization of the Workforce Investment Act and other key legislative or regulatory initiatives: CAC will monitor and report on legislative and regulatory efforts pertaining to workforce development and education.
2. Monitor and report on federal budget negotiations, including discussions on Pell Grants, Perkins, and other key accounts: CAC will monitor and report on budget proposals from the White House, federal agencies, the Senate and the House of Representatives.
3. Where necessary, seek modifications to budgets, legislation or proposed regulations: Working with the District, CAC will seek amendments or modifications to budget proposals, key legislation or proposed regulations. This would entail drafting said changes and presenting them and their rationale to agencies, Congressional Committees and your delegation.
4. Develop effective messaging and present it to Congress and federal agencies: All of the tasks described above will require messaging specially designed for Congress and agency staff. CAC specializes in distilling information into an effective format.
5. Serve as the primary point of contact for Congress and agencies: I will remain the primary point of contact for Congress and agencies, including the Departments of Education, Labor and Veterans Affairs, on all matters related to the above tasks.
6. Support the District's efforts to obtain federal grants: The District's grants team has created and sustained a number of strong relationships with program officers throughout the federal government. I will augment the grant team's efforts by reporting on all applicable grant announcements and/or providing information on such grants, including information gleaned from non-traditional sources.
7. Pursue legislation to streamline Community Colleges' veteran certification processes: CAC has been working with Rep. Ken Calvert's office and the Department of Veterans Affairs on legislation that would streamline Community Colleges' veteran certification processes. We will seek stand-alone legislation or legislation that would be included in the next Fiscal Year's budget process.

8. Develop the District's federal appropriations requests: Currently, the House and Senate are not considering requests for Congressionally-directed spending. Ongoing discussions are focused on lifting the de facto ban on such spending. Should that occur during the life of this contract, I will work with the District to develop project requests.
9. Submit monthly progress reports: During the course of the contract, CAC will continue to submit a report at the beginning of each month describing the work we performed during the previous month.
10. Organize yearly DC trip by the Board of Trustees: As per past years, I will arrange meetings and prepare briefing materials for the Trustees' Washington, DC trip.
11. Other projects that arise during the contract period: Upon direction of the District, CAC will undertake unforeseen projects and initiatives.

## 2. OBLIGATIONS OF RIVERSIDE COMMUNITY COLLEGE

- A. The District will contract with the Federal Representative for a period of twelve months.
- B. The contract will be for \$75,000.00 payable in advance in equal monthly installments of \$6,250.00.
- C. The District, through the District Chancellor, will advise the Federal Representative of the name or names of persons other than the District Chancellor authorized to request service by the Federal Representative and the person or persons to be kept advised by the Representative.
- D. The District will supply the Federal Representative with a summary of all federal issues in which the District has interests and advise the Federal Representative of any new developments, together with the pertinent details as to the substance of such developments.
- E. The District will supply the Federal Representative with copies of budgets, planning documents, and regular reports from the District Chancellor's Office, and other materials to assist the Federal Representative in keeping current on the District's policies and programs.
- F. The monthly retainer does not cover: (1) travel expenses incurred pursuant to paragraph 1; (2) travel expenses for attendance at any other conferences attended by the Washington Representative outside of Washington D.C. at the request of the District; (3) incidental Washington expenses incurred in the course of conducting District business; (4) all long distance telephone expenses; (5) document production.
- G. Expenses pursuant to paragraph F will not exceed \$3,000 for the life of this contract.

## 3. RIVERSIDE COMMUNITY COLLEGE DISTRICT AND CAPITAL ALLIANCE CONSULTING CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

The Federal Representative assigned to the District:

A. will not represent the District before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. will not perform any legal, engineering, accounting or other similar professional services;

4. Either party may terminate this Agreement at any time by giving the other at least sixty (60) days notice in writing of such termination.

This Agreement shall take effect the 1st day of July 2011 and terminate the 30th day of June 2012.

CAPITAL ALLIANCE  
CONSULTING, L.L.C.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

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DAVID KENNETT  
President

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JAMES BUYSSE  
Vice Chancellor  
Administration and Finance

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: May 17, 2011

Subject: Surplus Property

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

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

## Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	EV910	19016B159526	014598
1	GATEWAY	MONITOR	EV910	19016B159527	014597
1	GATEWAY	MONITOR	EV910	19016B159525	014596
1	GATEWAY	MONITOR	EV910	190168078400	015031
1	GATEWAY	MONITOR	EV910	190168078409	015087
1	GATEWAY	CPU	E4200-500	0016672439	014661
1	GATEWAY	MONITOR	VX700	P911164992	014662
1	MICROTEK	SCANNER	MRS-2000TP	S859307755	013918
1	IOMEGA	INTERNAL ZIP DRIVE	250MB	n/a	015570
1	HP	SCANNER	5200	SG98H160C7	015575
1	GATEWAY	MONITOR	EV700	MIABJ5268875	014391
1	GATEWAY	MONITOR	VX900	U0E090948	015152
1	GATEWAY	MONITOR	EV910	19016B180000	015161
1	MACINTOSH	CPU	G4	XB023VFHJ2S	016501
1	KODAK	PROJECTOR	EKTAGRAPHIC III	205869	016787
1	KODAK	PROJECTOR	EKTAGRAPHIC III	205864	016790
1	HP	PRINTER	600	MY6431T1M9	016902
1	GATEWAY	MONITOR	EV910	19016B072278	015841
1	GATEWAY	MONITOR	EV910	19016B071812	015843
1	GATEWAY	MONITOR	EV910	19016B072276	015845
1	HP	SCANNER	6300	SG99B171N3	015866
1	US ROBOTICS	EXTERNAL MODEM	56K	22SBB97AR23D	015769
1	US ROBOTICS	EXTERNAL MODEM	56K	22SBB97AR251	015770
1	GATEWAY	MONITOR	VX900	G9C007076	013720
1	GATEWAY	MONITOR	VX900	G9C007089	012894
1	GATEWAY	MONITOR	EV700	17004A160505	011144
1	GATEWAY	MONITOR	EV700	17004A160473	010281
1	GATEWAY	MONITOR	EV700	17004A160474	010291
1	GATEWAY	MONITOR	EV700	17004A158491	014316
1	GATEWAY	MONITOR	VX700	P905007564	013554
1	GATEWAY	MONITOR	VX700	P905007592	013592
1	GATEWAY	MONITOR	VX700	P905007591	013666
1	EPSON	PRINTER	200P	CHUK010159	018413
1	GATEWAY	MONITOR	EV910	19016B177337	015167
1	MACINTOSH	MONITOR	720	CY8393J6AZ9	011360
1	GATEWAY	MONITOR	VX900	G8D040275	010999
1	SONY	PROJECTOR LCD	VPLV500	1000295	009390
1	SONY	PROJECTOR LCD	VPLV500	1002062	005054
1	GATEWAY	CPU	E3400-1000	0024433433	018469
1	GATEWAY	CPU	E3100	0007637030	024095
1	HP	PRINTER	LJ4	CN743J319	007435
1	GATEWAY	CPU	E3110	0009901957	010548
1	GATEWAY	CPU	E3100	0009877330	010208
1	GATEWAY	CPU	E4200	0013997558	013354
1	GATEWAY	CPU	E4200	0013997668	013370
1	GATEWAY	CPU	G6400	0000569011	024086
1	GATEWAY	CPU	P5-133	0007337550	012906

## Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E3110	0009932412	010551
1	GATEWAY	CPU	E3100	0008135028	010215
1	APPLE	CPU	QUAD 650	Q691035BHJ0	023666
1	GATEWAY	CPU	P5200	0007337475	009527
1	GATEWAY	CPU	P5-200	0058456006	009489
1	HP	PRINTER	LJIIIN	CN06658910D	006753
1	GATEWAY	CPU	E3100	0007637032	009626
1	GATEWAY	CPU	E3100	0007636956	009652
1	GATEWAY	CPU	E3100	0007637039	009713
1	HP	PRINTER	LJ6P	CN615633011	010565
1	GATEWAY	CPU	E3100	0004565109	012138
1	GATEWAY	CPU	E4200	0011137944	012203
1	GATEWAY	CPU	E4200	0011137953	012185
1	GATEWAY	CPU	E4200	0011137948	012197
1	GATEWAY	CPU	E4200	001137935	012207
1	GATEWAY	CPU	E4200	0011137934	012205
1	GATEWAY	CPU	E4200	0011137928	012213
1	GATEWAY	LAPTOP	SOLO	0018503955	000001
1	GATEWAY	CPU	E4200-700	0018726598	015225
1	GATEWAY	CPU	E4200	0005656113	010660
1	GATEWAY	CPU	E4200	0016732337	014109
1	GATEWAY	MONITOR	EV910	19016B184872	015164
1	HP	PRINTER	LJ4	CN05564JK89	007553
1	GATEWAY	CPU	E4200-700	0018726620	015226
1	GESTETNER	COPIER	DCS234	J2536901226	023194
1	SONY	LAPTOP	PCG-6N1L	J002E6X1	043322



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: May 17, 2011

Subject: Notices of Completions

Background: Facilities Planning, Design and Construction staff reports that the following projects, previously approved by the Board of Trustees, are now complete.

Project

Contractor

Nursing Portables - Moreno Valley

Silver Creek Industries

Re-Roofing Projects

Best Contracting Services

Aquatics Complex, Structural & Site Concrete

Tidwell Concrete Construction, Inc

Recommended Action: It is recommended that the Board of Trustees: 1) accept the projects listed as complete: 2) approve the execution of the Notices of Completions (under Civil Code Section 3093 - Public Works); and 3) authorize the Board President to sign the Notices.

Gregory W. Gray  
Chancellor

Prepared by: Bart Doering, Director of Construction  
Facilities, Planning, & Development

Michael Stephens, Director of Construction  
Facilities, Planning, & Development

Scott Zwart, Maintenance Manager  
Facilities and Maintenance Operations

Majd S. Askar, Purchasing Manager  
Purchasing

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

Name **James L. Buysse**  
 Administration and Finance  
 Street Address **4800 Magnolia Avenue**  
 City & State **Riverside, CA 92506**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 05/17/2011. The work done was:  
Nursing Portables -Moreno Valley DSA # 04-111398
- The name of the contractor, if any, for such work of improvement was Silver Creek Industries, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Moreno Valley,  
 County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 16130 Lasselle Street, Moreno Valley, CA 92551  
(If no street address has been officially assigned, insert "none")

Dated: 05/17/2011

Riverside Community College District  
 President, Board of Trustees

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

### VERIFICATION

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

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

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

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

Name James L. Buysse  
Administration and Finance  
Street Address 4800 Magnolia Avenue  
City & State Riverside, CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 05/17/2011. The work done was:  
Re-Roofing Projects
- The name of the contractor, if any, for such work of improvement was Best Contracting Services  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506  
(If no street address has been officially assigned, insert "none")

Dated: 05/17/2011

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin & Finance, Dr. James Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
I declare under penalty of perjury that the foregoing is true and correct.

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

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

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

Name James L. Buysse  
 Administration and Finance  
 Street Address 4800 Magnolia Avenue  
 City & State Riverside, CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION**

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 05/17/2011. The work done was:  
Aquatics Complex, Structural & Site Concrete DSA #04-110100, File #33-C1
- The name of the contractor, if any, for such work of improvement was Tidwell Concrete Construction, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
 County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506  
(If no street address has been officially assigned, insert "none")

Dated: 05/17/2011

Riverside Community College District  
 President, Board of Trustees

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

**VERIFICATION**

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 17, 2011

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2010 through April 30, 2011. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 17, 2011

Subject: Monthly Financial Report (continued)

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 138,537,689	\$ 141,356,700	\$ 141,356,700	\$ 99,830,475
Inter/Intrafund Transfer from				
La Sierra Capital Fund (Resource 4130)	0	3,390,000	3,390,000	0
District Bookstore (Resource 1110)	<u>303,000</u>	<u>350,426</u>	<u>350,426</u>	<u>87,606</u>
Total Revenues	<u>\$ 138,840,689</u>	<u>\$ 145,097,126</u>	<u>\$ 145,097,126</u>	<u>\$ 99,918,081</u>
Expenditures				
Academic Salaries	\$ 65,646,759	\$ 64,566,885	\$ 64,688,912	\$ 52,515,838
Classified Salaries	31,072,446	32,118,327	31,867,386	25,086,573
Employee Benefits	26,632,748	29,367,497	29,394,115	22,023,835
Materials & Supplies	1,854,577	2,313,618	2,365,268	1,661,838
Services	11,883,115	15,777,951	15,383,122	10,762,750
Capital Outlay	972,227	840,552	1,286,027	424,430
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	654,220	665,157	665,157	488,584
Federal Work Study (Resource 1190)	175,303	199,621	199,621	106,641
Instr. Equipment Match (Resource 1190)	9,002	13,002	13,002	13,002
Performance Riverside (Resource 1090)	193,257	0	0	0
ARRA Stimulus Backfill (Resource 1190)	454,608	73,434	73,434	58,361
General Fund Backfill (Resource 1190)	<u>1,319,977</u>	<u>1,354,474</u>	<u>1,354,474</u>	<u>743,517</u>
Interfund Transfer to:				
Resource 3200	0	0	0	0
Resource 3300	372,761	0	0	0
Resource 6100	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>187,500</u>
Total Expenditures	<u>\$ 141,491,000</u>	<u>\$ 147,540,518</u>	<u>\$ 147,540,518</u>	<u>\$ 114,072,869</u>
Revenues Over (Under) Expenditures	\$ (2,650,311)	\$ (2,443,392)	\$ (2,443,392)	\$ (14,154,788)
Beginning Fund Balance	<u>13,822,759</u>	<u>11,172,448</u>	<u>11,172,448</u>	<u>11,172,448</u>
Ending Fund Balance	<u>\$ 11,172,448</u>	<u>\$ 8,729,056</u>	<u>\$ 8,729,056</u>	<u>\$ (2,982,340)</u>
Ending Cash Balance				<u>\$ 9,538,648</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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 FOR THE PERIOD ENDED APRIL 30, 2011**

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

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,130,642	\$ 2,144,000	\$ 2,144,000	\$ 1,871,220
Expenditures				
Classified Salaries	\$ 1,072,224	\$ 1,251,866	\$ 1,251,866	\$ 869,425
Employee Benefits	335,245	379,071	379,071	274,559
Materials & Supplies	39,302	76,700	73,527	36,181
Services	299,137	396,910	382,027	225,976
Capital Outlay	64,139	236,999	255,055	128,690
Total Expenditures	\$ 1,810,047	\$ 2,341,546	\$ 2,341,546	\$ 1,534,831
Revenues Over (Under) Expenditures	\$ 320,595	\$ (197,546)	\$ (197,546)	\$ 336,389
Beginning Fund Balance	306,710	627,305	627,305	627,305
Ending Fund Balance	\$ 627,305	\$ 429,759	\$ 429,759	\$ 963,694
Ending Cash Balance				\$ 977,395



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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 FOR THE PERIOD ENDED APRIL 30, 2011**

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

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,656,047	\$ 1,690,000	\$ 1,690,000	\$ 1,296,579
Expenditures				
Academic Salaries	\$ 257,055	\$ 343,722	\$ 329,143	\$ 268,034
Classified Salaries	546,126	536,316	589,649	354,824
Employee Benefits	183,250	216,418	216,664	136,871
Materials & Supplies	101,521	141,725	155,978	96,151
Services	194,789	407,943	343,804	207,179
Capital Outlay	23,574	45,447	56,333	19,444
Total Expenditures	\$ 1,306,315	\$ 1,691,571	\$ 1,691,571	\$ 1,082,503
Revenues Over (Under) Expenditures	\$ 349,732	\$ (1,571)	\$ (1,571)	\$ 214,076
Beginning Fund Balance	1,673,008	2,022,740	2,022,740	2,022,740
Ending Fund Balance	\$ 2,022,740	\$ 2,021,169	\$ 2,021,169	\$ 2,236,816
Ending Cash Balance				\$ 2,188,595

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

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

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 766,381	\$ 725,800	\$ 725,800	\$ 704,679
Expenditures				
Academic Salaries	\$ 4,300	\$ 4,272	\$ 4,272	\$ 3,560
Classified Salaries	301,501	271,186	271,186	261,610
Employee Benefits	74,089	78,531	78,531	60,261
Materials & Supplies	4,696	3,200	3,200	2,328
Services	411,145	363,276	363,276	335,305
Total Expenditures	\$ 795,731	\$ 720,465	\$ 720,465	\$ 663,064
Revenues Over (Under) Expenditures	\$ (29,350)	\$ 5,335	\$ 5,335	\$ 41,615
Beginning Fund Balance	(61,340)	(90,690)	(90,690)	(90,690)
Ending Fund Balance	<u>\$ (90,690)</u>	<u>\$ (85,355)</u>	<u>\$ (85,355)</u>	<u>\$ (49,075)</u>
Ending Cash Balance				<u>\$ (45,861)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Performance Riverside is used to record the revenues and expenditures associated with Performance Riverside activities.

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 679,890	\$ 921,691	\$ 946,691	\$ 646,558
Intrafund Transfer from General Operating (Resource 1000)	<u>193,257</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 873,147</u>	<u>\$ 921,691</u>	<u>\$ 946,691</u>	<u>\$ 646,558</u>
Expenditures				
Classified Salaries	\$ 312,362	\$ 324,894	\$ 324,894	\$ 261,957
Employee Benefits	112,526	122,948	122,948	93,911
Materials & Supplies	25,088	28,200	28,200	25,366
Services	<u>385,311</u>	<u>445,649</u>	<u>445,649</u>	<u>355,286</u>
Total Expenditures	<u>\$ 835,287</u>	<u>\$ 921,691</u>	<u>\$ 921,691</u>	<u>\$ 736,520</u>
Revenues Over (Under) Expenditures	\$ 37,860	\$ 0	\$ 25,000	\$ (89,962)
Beginning Fund Balance	<u>(768,842)</u>	<u>(730,982)</u>	<u>(755,982)</u>	<u>(755,982)</u>
Ending Fund Balance	<u>\$ (730,982)</u>	<u>\$ (730,982)</u>	<u>\$ (730,982)</u>	<u>\$ (845,944)</u>
Ending Cash Balance				<u>\$ (837,137)</u>

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

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 826,496	\$ 802,394	\$ 802,394	\$ 298,578
Expenditures				
Services	\$ 43,751	\$ 43,760	\$ 43,760	\$ 32,921
Interfund Transfer to Food Services (Resource 3200)	529,809	425,753	425,753	212,876
Intrafund Transfer to General Operating (Resource 1000)	303,000	350,426	350,426	87,606
Total Expenditures	\$ 876,560	\$ 819,939	\$ 819,939	\$ 333,403
Revenues Over (Under) Expenditures	\$ (50,064)	\$ (17,545)	\$ (17,545)	\$ (34,825)
Beginning Fund Balance	96,799	46,735	46,735	46,735
Ending Fund Balance	\$ 46,735	\$ 29,190	\$ 29,190	\$ 11,910
Ending Cash Balance				\$ 11,910

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

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 211,494	\$ 156,400	\$ 156,400	\$ 37,690
Expenditures				
Academic Salaries	\$ 0	\$ 0	\$ 2,595	\$ 0
Classified Salaries	66,418	33,801	33,801	28,558
Employee Benefits	22,936	13,169	13,266	10,330
Materials & Supplies	3,840	7,200	7,200	1,313
Services	130,731	86,676	83,984	23,120
Total Expenditures	\$ 223,925	\$ 140,846	\$ 140,846	\$ 63,321
Revenues Over (Under) Expenditures	\$ (12,431)	\$ 15,554	\$ 15,554	\$ (25,631)
Beginning Fund Balance	83,604	71,173	71,173	71,173
Ending Fund Balance	\$ 71,173	\$ 86,727	\$ 86,727	\$ 45,542
Ending Cash Balance				\$ 49,555

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

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,758,909	\$ 1,738,700	\$ 1,738,700	\$ 455,459
Expenditures				
Services	\$ 133,533	\$ 200,200	\$ 200,200	\$ 151,591
Capital Outlay	147,066	4,190,484	4,440,484	661,422
Total Expenditures	\$ 280,599	\$ 4,390,684	\$ 4,640,684	\$ 813,013
Revenues Over (Under) Expenditures	\$ 1,478,310	\$ (2,651,984)	\$ (2,901,984)	\$ (357,554)
Beginning Fund Balance	7,564,112	9,042,422	9,042,422	9,042,422
Ending Fund Balance	\$ 9,042,422	\$ 6,390,438	\$ 6,140,438	\$ 8,684,868
Ending Cash Balance				\$ 8,234,868

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 21,557,659	\$ 27,629,612	\$ 33,306,389	\$ 15,535,147
Intrafund Transfers from				
General Operating (Resource 1000)				
For CITD Grant	17,029	0	0	0
For CITD Statewide Leadership Grant	24,576	0	0	0
For CITD HUB FP3	2,378	0	0	0
For DSP&S	1,289,005	1,085,618	726,328	549,755
For EOPS	258,954	247,807	210,999	161,317
For Federal Work Study	177,603	199,621	199,621	106,641
For Instructional Equipment	9,002	13,002	13,002	13,002
For Matriculation	702,961	637,884	637,905	496,793
For Middle College High School	90,972	103,310	90,231	68,763
For Emancipation Services	40,631	18,446	18,446	13,835
Total Revenues	<u>\$ 24,170,770</u>	<u>\$ 29,935,300</u>	<u>\$ 35,202,921</u>	<u>\$ 16,945,253</u>
Expenditures				
Academic Salaries	\$ 4,142,733	\$ 5,717,109	\$ 6,099,874	\$ 3,383,872
Classified Salaries	8,334,839	9,301,595	9,959,534	6,736,443
Employee Benefits	3,386,757	3,952,647	4,250,437	2,777,740
Materials & Supplies	1,638,151	2,932,600	2,751,576	686,592
Services	4,272,025	5,296,668	6,290,712	2,138,697
Capital Outlay	2,061,270	2,101,978	3,247,445	821,511
Scholarships	33,572	0	0	0
Student Grants (Financial, Book, Meal, Transportation)	301,423	632,703	2,603,343	434,525
Total Expenditures	<u>\$ 24,170,770</u>	<u>\$ 29,935,300</u>	<u>\$ 35,202,921</u>	<u>\$ 16,979,380</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (34,127)
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (34,127)</u>
Ending Cash Balance				<u>\$ (118,902)</u>

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

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,605,079	\$ 2,270,715	\$ 2,270,715	\$ 1,531,285
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>529,809</u>	<u>425,753</u>	<u>425,753</u>	<u>212,877</u>
Total Revenues	<u>\$ 2,134,888</u>	<u>\$ 2,696,468</u>	<u>\$ 2,696,468</u>	<u>\$ 1,744,162</u>
Expenditures				
Classified Salaries	\$ 765,199	\$ 975,654	\$ 966,328	\$ 671,103
Employee Benefits	319,147	447,827	445,903	255,035
Materials & Supplies	815,271	1,139,447	1,130,415	750,442
Services	199,941	260,590	275,987	221,505
Capital Outlay	<u>3,133</u>	<u>0</u>	<u>4,885</u>	<u>960</u>
Total Expenditures	<u>\$ 2,102,691</u>	<u>\$ 2,823,518</u>	<u>\$ 2,823,518</u>	<u>\$ 1,899,045</u>
Revenues Over (Under) Expenditures	\$ 32,197	\$ (127,050)	\$ (127,050)	\$ (154,883)
Beginning Fund Balance	<u>144,909</u>	<u>177,106</u>	<u>177,106</u>	<u>177,106</u>
Ending Fund Balance	<u>\$ 177,106</u>	<u>\$ 50,056</u>	<u>\$ 50,056</u>	<u>\$ 22,223</u>
Ending Cash Balance				<u>\$ 17,012</u>



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

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,357,833	\$ 1,343,169	\$ 1,343,169	\$ 803,816
Interfund Transfer from General Operating (Resource 1000)	<u>372,761</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 1,730,594</u>	<u>\$ 1,343,169</u>	<u>\$ 1,343,169</u>	<u>\$ 803,816</u>
Expenditures				
Academic Salaries	\$ 1,040,869	\$ 757,308	\$ 757,308	\$ 487,670
Classified Salaries	370,982	230,157	230,157	127,090
Employee Benefits	256,477	164,960	164,960	103,288
Materials & Supplies	58,519	44,542	45,642	25,950
Services	78,019	70,041	64,841	28,197
Capital Outlay	<u>649</u>	<u>2,672</u>	<u>6,772</u>	<u>1,494</u>
Total Expenditures	<u>\$ 1,805,515</u>	<u>\$ 1,269,680</u>	<u>\$ 1,269,680</u>	<u>\$ 773,689</u>
Revenues Over (Under) Expenditures	\$ (74,921)	\$ 73,489	\$ 73,489	\$ 30,127
Beginning Fund Balance	<u>115,138</u>	<u>40,217</u>	<u>40,217</u>	<u>40,217</u>
Ending Fund Balance	<u>\$ 40,217</u>	<u>\$ 113,706</u>	<u>\$ 113,706</u>	<u>\$ 70,344</u>
Ending Cash Balance				<u><u>\$ 76,883</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160). The State has suspended funding Scheduled Maintenance.

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 10,959,353	\$ 40,044,855	\$ 40,282,855	\$ 14,461,374
Expenditures				
Services	\$ 0	\$ 94,900	\$ 0	\$ 0
Capital Outlay	<u>11,921,211</u>	<u>39,949,955</u>	<u>40,282,855</u>	<u>19,936,945</u>
Total Expenditures	<u>\$ 11,921,211</u>	<u>\$ 40,044,855</u>	<u>\$ 40,282,855</u>	<u>\$ 19,936,945</u>
Revenues Over (Under) Expenditures	\$ (961,858)	\$ 0	\$ 0	\$ (5,475,571)
Beginning Fund Balance	<u>961,858</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u><u>\$ 0</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ (5,475,571)</u></u>
Ending Cash Balance				<u><u>\$ (5,475,571)</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Non-State Funded Capital Outlay Projects was established to account for financial activities related to the acquisition or construction of major capital projects that are funded from non-state revenue sources.

**Fund 41, Resource 4120 - Non-State Funded Capital Outlay Projects**

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7	\$ 1,662,076	\$ 1,662,076	\$ 2
Expenditures				
Capital Outlay	\$ 0	\$ 1,661,076	\$ 1,661,076	\$ 456,120
Total Expenditures	\$ 0	\$ 1,661,076	\$ 1,661,076	\$ 456,120
Revenues Over (Under) Expenditures	\$ 7	\$ 1,000	\$ 1,000	\$ (456,118)
Beginning Fund Balance	545	552	552	552
Ending Fund Balance	\$ 552	\$ 1,552	\$ 1,552	\$ (455,566)
Ending Cash Balance				\$ (455,566)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 152,598	\$ 100,000	\$ 100,000	\$ 42,902
Expenditures				
Services	\$ (6,462)	\$ 50,000	\$ 48,850	\$ 21,142
Capital Outlay	98,083	1,543,535	1,544,685	78,930
Interfund Transfer to General Operating (Resource 1000)	0	3,390,000	3,390,000	0
Total Expenditures	\$ 91,621	\$ 4,983,535	\$ 4,983,535	\$ 100,072
Revenues Over (Under) Expenditures	\$ 60,977	\$ (4,883,535)	\$ (4,883,535)	\$ (57,170)
Beginning Fund Balance	12,263,980	12,324,957	12,324,957	12,324,957
Ending Fund Balance	\$ 12,324,957	\$ 7,441,422	\$ 7,441,422	\$ 12,267,787
Ending Cash Balance				\$ 11,817,787

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 6,629,828	\$ 900,000	\$ 1,412,277	\$ 196,857
Proceeds from General Obligation Bond Series D	0	113,000,000	3,000,000	0
Total Revenues	<u>\$ 6,629,828</u>	<u>\$ 113,900,000</u>	<u>\$ 4,412,277</u>	<u>\$ 196,857</u>
Expenditures				
Classified Salaries	\$ 212,038	\$ 352,111	\$ 352,111	\$ 210,351
Employee Benefits	87,313	167,381	167,381	83,655
Materials & Supplies	0	0	0	0
Services	368,345	2,499,337	2,325,333	516,663
Capital Outlay	29,217,534	145,888,254	41,519,294	9,963,557
Total Expenditures	<u>\$ 29,885,230</u>	<u>\$ 148,907,083</u>	<u>\$ 44,364,119</u>	<u>\$ 10,774,226</u>
Revenues Over (Under) Expenditures	\$ (23,255,402)	\$ (35,007,083)	\$ (39,951,842)	\$ (10,577,369)
Beginning Fund Balance	<u>68,004,405</u>	<u>44,749,003</u>	<u>43,746,726</u>	<u>43,746,726</u>
Ending Fund Balance	<u>\$ 44,749,003</u>	<u>\$ 9,741,920</u>	<u>\$ 3,794,884</u>	<u>\$ 33,169,357</u>
Ending Cash Balance				<u>\$ 34,127,117</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

General Obligation Series 2010D Capital Appreciation Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4170 - General Obligation Bond Series 2010D Capital Appreciation Bonds**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget *	Year to Date Activity
Revenues	\$ 0	\$ 0	\$ 40,000	\$ 14,185
Proceeds from General Obligation Bond Series D	0	0	7,700,000	7,699,279
Total Revenues	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 7,740,000</u>	<u>\$ 7,713,464</u>
Expenditures				
Classified Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Employee Benefits	0	0	0	0
Materials & Supplies	0	0	0	0
Services	0	0	0	0
Capital Outlay	0	0	7,478,605	237,133
Total Expenditures	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 7,478,605</u>	<u>\$ 237,133</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 261,395	\$ 7,476,331
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 261,395</u>	<u>\$ 7,476,331</u>
Ending Cash Balance				<u>\$ 7,476,331</u>

\* The budget associated with Capital Appreciation Bond funded projects as shown above was established in the accounting records in December 2010 by transferring budget from Resource 4160.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

General Obligation Series 2010D Build America Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4180 - General Obligation Bond Series 2010D Build America Bonds**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget*	Year to Date Activity
Revenues	\$ 0	\$ 0	\$ 500,000	\$ 184,859
Proceeds from General Obligation Bond Series D	0	0	102,300,000	102,300,000
Total Revenues	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 102,800,000</u>	<u>\$ 102,484,859</u>
Expenditures				
Classified Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Employee Benefits	0	0	0	0
Materials & Supplies	0	0	0	0
Services	0	0	402,276	171,330
Capital Outlay	0	0	100,388,637	7,236,446
Total Expenditures	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 100,790,913</u>	<u>\$ 7,407,776</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 2,009,087	\$ 95,077,083
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 2,009,087</u>	<u>\$ 95,077,083</u>
Ending Cash Balance				<u>\$ 95,077,083</u>

\* The budget associated with Build America Bond funded projects as shown above was established in the accounting records in December 2010 by transferring budget from Resource 4160.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

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

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,962,650	\$ 4,890,000	\$ 4,890,000	\$ 4,434,391
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	187,500
Total Revenue	<u>\$ 5,212,650</u>	<u>\$ 5,140,000</u>	<u>\$ 5,140,000</u>	<u>\$ 4,621,891</u>
Expenditures				
Classified Salaries	\$ 163,955	\$ 177,465	\$ 177,465	\$ 115,248
Employee Benefits	58,514	63,983	63,983	42,488
Materials & Supplies	1,852	3,200	3,200	21,354
Services	4,902,593	5,606,885	5,606,885	4,589,952
Capital Outlay	3,978	40,000	40,000	67,230
Total Expenditures	<u>\$ 5,130,892</u>	<u>\$ 5,891,533</u>	<u>\$ 5,891,533</u>	<u>\$ 4,836,272</u>
Revenues Over (Under) Expenditures	\$ 81,758	\$ (751,533)	\$ (751,533)	\$ (214,381)
Beginning Fund Balance	<u>1,671,197</u>	<u>1,752,955</u>	<u>1,752,955</u>	<u>1,752,955</u>
Ending Fund Balance	<u>\$ 1,752,955</u>	<u>\$ 1,001,422</u>	<u>\$ 1,001,422</u>	<u>\$ 1,538,574</u>
Ending Cash Balance				<u>\$ 4,007,020</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

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

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,551,863	\$ 1,809,492	\$ 1,809,492	\$ 1,467,432
Expenditures				
Classified Salaries	\$ 78,645	\$ 89,220	\$ 89,220	\$ 50,094
Employee Benefits	29,943	33,188	33,188	19,376
Materials & Supplies	0	300	300	0
Services	<u>1,418,714</u>	<u>1,404,100</u>	<u>1,404,100</u>	<u>708,502</u>
Total Expenditures	<u>\$ 1,527,302</u>	<u>\$ 1,526,808</u>	<u>\$ 1,526,808</u>	<u>\$ 777,972</u>
Revenues Over (Under) Expenditures	\$ 24,561	\$ 282,684	\$ 282,684	\$ 689,460
Beginning Fund Balance	<u>772,518</u>	<u>797,079</u>	<u>797,079</u>	<u>797,079</u>
Ending Fund Balance	<u>\$ 797,079</u>	<u>\$ 1,079,763</u>	<u>\$ 1,079,763</u>	<u>\$ 1,486,539</u>
Ending Cash Balance				<u>\$ 4,340,347</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

**Associated Students of RCCD**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 709,781</u>	<u>\$ 700,000</u>	<u>\$ 700,000</u>	<u>\$ 637,704</u>
Expenditures				
Materials & Supplies	<u>\$ 677,880</u>	<u>\$ 700,000</u>	<u>\$ 700,000</u>	<u>\$ 507,766</u>
Total Expenditures	<u>\$ 677,880</u>	<u>\$ 700,000</u>	<u>\$ 700,000</u>	<u>\$ 507,766</u>
Revenues Over (Under) Expenditures	\$ 31,901	\$ 0	\$ 0	\$ 129,938
Beginning Fund Balance	<u>898,134</u>	<u>930,035</u>	<u>930,035</u>	<u>930,035</u>
Ending Fund Balance	<u><u>\$ 930,035</u></u>	<u><u>\$ 930,035</u></u>	<u><u>\$ 930,035</u></u>	<u><u>\$ 1,059,973</u></u>
Ending Cash Balance				<u><u>\$ 2,150,511</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

**Student Financial Aid**

	Prior Year Actuals 7-1-09 to 6-30-10	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 36,424,698</u>	<u>\$ 38,193,303</u>	<u>\$ 38,193,303</u>	<u>\$ 34,618,348</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 36,424,698</u>	<u>\$ 38,193,303</u>	<u>\$ 38,193,303</u>	<u>\$ 34,168,237</u>
Total Expenditures	<u>\$ 36,424,698</u>	<u>\$ 38,193,303</u>	<u>\$ 38,193,303</u>	<u>\$ 34,168,237</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 450,111
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 450,111</u>
Ending Cash Balance				<u>\$ 542,510</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2011**

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

**RCCD Development Corporation**

	Prior Year Actuals <u>7-1-09 to 6-30-10</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1	\$ 0	\$ 0	\$ 1
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 1	\$ 0	\$ 0	\$ (19)
Beginning Fund Balance	<u>16,239</u>	<u>16,240</u>	<u>16,240</u>	<u>16,240</u>
Ending Fund Balance	<u>\$ 16,240</u>	<u>\$ 16,240</u>	<u>\$ 16,240</u>	<u>\$ 16,221</u>
Ending Cash Balance				<u><u>\$ 16,221</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: May 17, 2011

Subject: CCFS-311Q - Quarterly Financial Status Report for the Quarter Ended  
March 31, 2011

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q - Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor's Office. The CCFS-311Q compares actual information for the prior three fiscal years to projected information for the current fiscal year. To maintain comparability from year-to-year, the adopted budget has been reported on the FY 2010-2011 CCFS-311Q for the quarter ended March 31, 2011. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted

Resource 1080 – Community Education

Resource 1090 – Performance Riverside

Resource 1110 – Bookstore (Contractor Operated)

Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking

Resource 1070 – Student Health

Resource 1180 – Redevelopment Pass-Through

Resource 1190 – Grants and Categorical Programs

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

**CHANGE THE PERIOD** ▾

Fiscal Year: 2010-2011

Quarter Ended: (Q3) Mar 31, 2011

District: (960) RIVERSIDE

Your Quarterly Data is Certified for this quarter.


**Chief Business Officer**

**CBO Name:** James L. Buysse

**CBO Phone:** 951-222-8047

**CBO Signature:**

**Date Signed:**

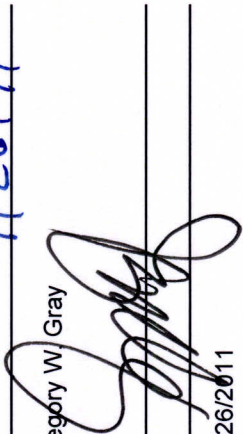
  
4/26/11

**Chief Executive Officer Name:**

Gregory W. Gray

**CEO Signature:**

**Date Signed:**

  
04/26/2011

**Electronic Cert Date:**

**District Contact Person**

**Name:** Bill J. Bogle, Jr.

**Title:** Controller

**Telephone:** 951-222-8041

**Fax:** 951-222-8021

**E-Mail:** Bill.Bogle@rccd.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [atalig@cccco.edu](mailto:atalig@cccco.edu) or Tracy Britten (916)323-6899 [tbritten@cccco.edu](mailto:tbritten@cccco.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

[CHANGE THE PERIOD ▾]

**Fiscal Year: 2010-2011**

**Quarter Ended: (Q3) Mar 31, 2011**

**District: (960) RIVERSIDE**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2007-08	Actual 2008-09	Actual 2009-10	Projected 2010-2011
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A. Revenues:</b>					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	140,056,553	142,429,004	141,019,430	143,983,985
A.2	Other Financing Sources (Object 8900)	-930,061	-814,021	-2,610,591	1,088,312
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	139,126,492	141,614,983	138,408,839	145,072,297
<b>B. Expenditures:</b>					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	137,207,962	145,870,223	139,960,566	146,811,592
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,166,930	1,291,930	1,152,570	675,753
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	138,374,892	147,162,153	141,113,136	147,487,345
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	751,600	-5,547,170	-2,704,297	-2,415,048
D.	<b>Fund Balance, Beginning</b>	18,049,419	18,801,019	13,253,849	10,468,684
D.1	Prior Year Adjustments + (-)	0	0	-80,868	-25,000
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	18,049,419	18,801,019	13,172,981	10,443,684
E.	<b>Fund Balance, Ending (C. + D.2)</b>	18,801,019	13,253,849	10,468,684	8,028,636
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	13.6%	9%	7.4%	5.4%

**II. Annualized Attendance FTES:**

	2007-08	2008-09	2009-10	2010-2011
G.1 Annualized FTES (excluding apprentice and non-resident)	27,526	31,111	31,185	29,201

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

As of the specified quarter ended for each fiscal year				
	2007-08	2008-09	2009-10	2010-2011



H.1	Cash, excluding borrowed funds		23,769,151	11,396,086	10,732,436
H.2	Cash, borrowed funds only		0	5,520,889	0
H.3	Total Cash (H.1 + H.2)	36,206,861	23,769,151	16,916,975	10,732,436

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	143,958,985	143,983,985	93,711,212	65.1%
I.2	Other Financing Sources (Object 8900)	1,088,312	1,088,312	-1,401,436	-128.8%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	145,047,297	145,072,297	92,309,776	63.6%
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	146,811,592	146,811,592	103,868,786	70.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	675,753	675,753	400,376	59.2%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	147,487,345	147,487,345	104,269,162	70.7%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-2,440,048	-2,415,048	-11,959,386	
L	Adjusted Fund Balance, Beginning	10,468,684	10,443,684	10,443,684	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	8,028,636	8,028,636	-1,515,702	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.4%	5.4%		

**V. Has the district settled any employee contracts during this quarter?**

YES

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified
	Total Cost Increase	% *	Permanent Total Cost Increase	Temporary Total Cost Increase	
<b>a. SALARIES:</b>					
Year 1:					
Year 2:					



	Year 3:								
<b>b. BENEFITS:</b>									
Year 1:									
Year 2:									
Year 3:									

\* As specified in Collective Bargaining Agreement or other Employment Contract

**c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.**  
The District agreed to a one-year, no cost contract extension with the Riverside Community College District Employees Chapter # 535, an affiliate of the California School Employees Association for FY 2011-2012.

**VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?** **YES**

**If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)**

The State's deferral of January through June apportionment funding until July is anticipated to cause cash flow difficulties and has forced the District to seek emergency cash flow alternatives such as internal borrowing, and Mid-Year Tax and Revenue Anticipation Notes (TRAN). During December 2010 and January 2011 Southern California experienced severe rainstorms which resulted in flood damage estimated at \$1.5 million to the District's three colleges. The District is working to secure at least partial reimbursement coverage through FEMA, CalEMA and its insurance carrier.

**VII. Does the district have significant fiscal problems that must be addressed?**

**This year? YES**  
**Next year? YES**

**If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)**

FY 2010-2011  
State budget cuts in FY 09-10 contributed to a substantial budget shortfall for the District. The District was forced to make significant cuts in section offerings, decrease discretionary expenses, and institute a hiring freeze. Only marginal funding restoration in the form of growth apportionment occurred in FY 10-11. As a result, the District continued the budget mitigation measures that were enacted in FY 09-10, into FY 10-11. The District also offered an early retirement incentive. The State's action of deferring apportionment funding will cause the District to experience cash flow shortages. The District was forced to secure alternate financing and implement internal borrowing measures to mitigate the impact of expected cash deficits.

FY 2011-2012

The Governor's proposed State budget identifies a structural deficit in on the order of \$26.4 billion. The Governor's proposal contains net apportionment reductions to the system of \$290 million, amounting to a reduction for the District of \$6.8 million. If prior year tax increases are not extended by the voters, potential apportionment reductions for the District range from \$12.1 million to \$18.7 million. Finally, additional apportionment deferrals of \$129 million for the System have been proposed resulting in deferrals for the District of approximately \$2.8 million. The District will be exploring budget strategies to address the budget shortfall and will be forced to secure external financing and implement internal borrowing measures to mitigate the impact of cash deficits as a result of the apportionment deferrals.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 GENERAL FUND REVENUE AND EXPENDITURE REPORT  
 FOR THE PERIOD ENDED MARCH 31, 2011**

**Cash Position - Unrestricted and Restricted**

	<u>YTD Activity</u>
Beginning Cash, July 1, 2010	\$ 11,248,396
Net Change in Accounts Receivables	28,836,958
Net Change in Accounts Payables	(17,722,690)
Revenue and Other Financial Sources	110,446,565
Expenditures and Other Outgo	(122,076,794)
Ending Cash, September 30, 2010	<u>\$ 10,732,436</u>

**Budget and Actual Activity - Unrestricted**

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>YTD Activity</u>
<b>Revenues</b>			
Federal	\$ 219,332	\$ 219,332	\$ 143,229
State	99,943,326	99,943,326	66,488,755
Local	43,796,327	43,821,327	27,079,228
Total Revenues	<u>143,958,985</u>	<u>143,983,985</u>	<u>93,711,212</u>
<b>Other Financing Sources</b>	<u>1,088,312</u>	<u>1,088,312</u>	<u>(1,401,436)</u>
<b>Total Revenues</b>	<u>145,047,297</u>	<u>145,072,297</u>	<u>92,309,776</u>
<b>Expenditures</b>			
Academic Salaries	\$ 64,571,157	\$ 64,696,365	\$ 48,640,671
Classified Salaries	32,748,208	32,547,041	23,069,509
Employee Benefits	29,582,145	29,609,043	19,778,186
Materials & Supplies	2,352,218	2,377,588	1,467,623
Services	16,717,312	16,424,411	10,551,862
Capital Outlay	840,552	1,157,144	360,935
Total Expenditures	<u>146,811,592</u>	<u>146,811,592</u>	<u>103,868,786</u>
<b>Other Outgo - Objects</b>	<u>675,753</u>	<u>675,753</u>	<u>400,376</u>
<b>Total Expenditures and Other Outgo</b>	<u>147,487,345</u>	<u>147,487,345</u>	<u>104,269,162</u>
<b>Revenues Over (Under)</b>			
<b>Expenditures</b>	\$ (2,440,048)	\$ (2,415,048)	\$ (11,959,386)
<b>Beginning Fund Balances</b>	10,468,684	10,443,684	10,443,684
<b>Ending Fund Balances</b>	<u>\$ 8,028,636</u>	<u>\$ 8,028,636</u>	<u>\$ (1,515,702)</u>
<b>Contingency</b>			
Unrestricted	\$ 7,128,636	\$ 7,128,636	\$ (2,415,702)
<b>Reserve</b>	<u>900,000</u>	<u>900,000</u>	<u>900,000</u>
<b>Total Contingency/Reserve</b>	<u>\$ 8,028,636</u>	<u>\$ 8,028,636</u>	<u>\$ (1,515,702)</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-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.

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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.***

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***NOTE: This policy is legally required.***

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**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.: VI-A-2

Date: May 17, 2011

Subject: Revised and New Board Policies – Second Reading

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

Board of Trustees

AP 2710 – Conflict of Interest – This is a revision of the Administrative Procedure previously approved on November 18, 2008 and is part of the CCLC’s annual update.

Academic Affairs

BP 4250 – Probation, Dismissal and Readmission – This is a revision of the Policy previously approved on September 15, 2009.

Student Services

BP 5500 – Standards of Student Conduct – This is a revision of the Policy previously adopted on May 15, 2007.

BP 5900 – Prevention of Identify Theft in Student financial Transactions – This is a revision of the Policy previously adopted on May 19, 2009 and is part of the CCLC’s annual update.

Recommended Action: It is recommended that the Board of Trustees approve Administrative Procedure 2710 and Board Policies 4250, 5500 and 5900.

Gregory W. Gray  
Chancellor

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

**Riverside Community College District Procedure**

**No. 2710**

**Board of Trustees  
DRAFT**

**AP 2710 CONFLICT OF INTEREST**

**References:**

Government Code Sections 1090 et seq., 1126 and 87100 et seq.;  
and as listed below

Incompatible Activities/Public Offices (Government Code Sections 1126 and 1099)  
Board members shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District. A Board member shall not simultaneously hold two public offices that are incompatible. When two offices are incompatible, a Board member shall be deemed to have forfeited the first office upon acceding to the second.

Officers and employees of the District who become involved in **any outside employment or** outside activities that may be perceived as inconsistent with, incompatible to, or in conflict with their duties as an officer or employee of the District, pursuant to Board Policy 2710, shall disclose those outside activities as soon as possible to their immediate supervisor. The supervisor will consult with the Chancellor/President who will decide if any further action needs to be taken.

Officers or employees who are determined (based on information from sources other than the officer or employee of the District) to be engaged in inconsistent, incompatible, or conflicting employment (including self-employment), activity, or enterprise shall receive notice from **General Counsel** ~~the Director, Contracts, Compliance and Legal Services~~ that the District is aware of the outside activity/employment. The matter will be referred to the individual's immediate supervisor who will consult with the Chancellor/President to determine what action, if any, needs to be taken.

Financial Interest (Government Code Sections 1090 et seq.)

Board members or employees shall not be financially interested in any contract made by them in their official capacity with the District or by any body or board of which they are members.

A Board member shall not be considered to be financially interested in a contract if his or her interest meets the definitions contained in applicable law (Government Code Section 1091.5).

A Board member shall not be deemed to be financially interested in a contract if he or she has only a remote interest in the contract and if the remote interest is disclosed

during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other member of the Board to enter into the contract. The willful failure to disclose the fact of his or her interest in a contract is punishable by a fine of not more than one thousand dollars (\$1,000), or by imprisonment in the state prison, and is forever disqualified from holding any office in this state (Government Code Section 1097). Remote interests are specified in Government Code Section 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his or her minor child.

#### No Employment Allowed (Education Code Section 72103(b))

An employee of the District may not be sworn in as an elected or appointed member of the Board of Trustees unless and until he or she resigns as an employee. If the employee does not resign, the employment will automatically terminate upon being sworn into office. This provision does not apply to an individual who is usually employed in an occupation other than teaching and who also is, at the time of election to the Board, employed part time by the District to teach no more than one course per semester or quarter in the subject matter of that individual's occupation (Education Code Section 72103(b)).

#### Financial Interest in a Decision (Government Code Sections 87100 et seq.)

If a Board member **or employee** determines that he or she has a financial interest in a decision, as described in Government Code Section 87103, this determination shall be disclosed and made part of the Board's official minutes. ***In the case of an employee, this announcement shall be made in writing and submitted to the Board.*** A Board member, upon identifying a conflict of interest, or a potential conflict of interest, shall do all of the following prior to consideration of the matter.

- Publicly identify the financial interest in detail sufficient to be understood by the public;
- Recuse himself or herself from discussing and voting on the matter;
- Leave the room until after the discussion, vote, and any other disposition of the matter is concluded unless the matter is placed on the agenda reserved for uncontested matters. A Board member may, however, discuss the issue during the time the general public speaks on the issue.

#### Gifts (Government Code Section 89503)

Board members and any employees who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law.

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests. At the determination of the appropriate administrator, other employees may also be restricted from accepting gifts from outside sources.

The above limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. Additionally, these limitations do not prohibit or limit payments, advances, or reimbursement for travel and related lodging and subsistence from any source permitted by Government Code 89506.

A gift of travel does not include travel provided by the District for Board members and designated employees.

Board members and any employees who manage public investments shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering (Government Code Sections 89501 and 89502).

Designated employees shall not accept any honorarium from any source that would be reportable on his or her statement of economic interests.

Representation (Government Code Section 87406.3)

Elected officials, and the Chancellor, shall not, for a period of one-year after leaving their position, act as an agent or attorney for, or otherwise represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to the Board, any Committee of the Board, any member of the Board or any officer or employee of the District, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract or the sale or purchase of goods or property. The appearance or communication may be made if, at the time of the appearance or communication, the individual is a board member, officer, or employee of another local government agency or an employee or representative of a public agency and is appearing or communicating on behalf of that agency.

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Date Approved: November 18, 2008

**Revised:**

**No. 4250**

## **Riverside Community College District Policy**

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**Academic Affairs  
DRAFT**

### **BP 4250 PROBATION, DISMISSAL, AND READMISSION**

#### **References:**

Education Code Section 70902(b)(3);  
Title 5 Sections 55030 - 55034

#### Probation

A student shall be placed on academic probation if he or she has attempted a minimum of 12 semester units of work and has a grade point average of less than a "C" (2.0).

A student shall be placed on progress probation if he or she has enrolled in a total of at least 12 semester units and the percentage of all units in which the student has enrolled, for which entries of "F", "W", "**FW**", "I", "NC", and "NP" were recorded exceeds fifty percent.

A student who is placed on probation may submit an appeal in accordance with procedures to be established by the Chancellor.

A student on academic probation shall be removed from probation when the student's accumulated grade point average is 2.0 or higher. A student on progress probation shall be removed from probation when the percentage of units in the categories of "F", "W", "**FW**", "I", "NC", and "NP", drops below fifty percent.

#### Dismissal

A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 2.0 in all units attempted in each of *two* consecutive semesters.

A student who is on progress probation shall be subject to dismissal if the cumulative percentage of units in which the student has been enrolled for which entries of "F", "W", "**FW**", "I", "NC", and "NP", are recorded in at least two consecutive semesters exceeds fifty percent.

A student who is subject to dismissal may submit a written appeal in compliance with administrative procedures. Dismissal may be postponed and the student continued on probation if the student is able to provide evidence that his/her personal and/or academic circumstances have changed in a positive manner.

#### Readmission

A student who has been dismissed may be reinstated after an absence of one semester. Readmission may be granted, denied or postponed according to criteria contained in administrative procedures.

The Chancellor shall develop procedures for the implementation of this policy that comply with the Title 5 requirements.

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Date Adopted: September 15, 2009  
(Replaces RCCD Policy 6066)

***Revised:***

**Student Services  
DRAFT**

**BP 5500 STANDARDS OF STUDENT CONDUCT**

References:

Ed Code Section 66300, 66301, 76033;  
Accreditation Standard II.A.7.b  
***Health and Safety Code Section 11362.79***  
**34 C.F.R. Part 86, et seq.**

The Chancellor shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension, or expulsion of a student.

The Board of Trustees shall consider any recommendation from the Chancellor for expulsion. The Board of Trustees shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board of Trustees on the expulsion shall be taken at a public meeting.

The procedures shall be made widely available to students through the college catalog(s) and other means.

The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension or expulsion of a student.

1. Causing, attempting to cause, or threatening to cause physical injury to another person.
2. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred by the Chancellor.

3. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5. **It is also unlawful under federal law, to possess, use, sell, offer to sell, furnish or be under the influence of any controlled substance, including medical marijuana.**
4. Committing or attempting to commit robbery or extortion.
5. Causing or attempting to cause damage to District property or to private property on campus.
6. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
7. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the District.
8. Committing sexual harassment as defined by law or by District policies and procedures.
9. Engaging in harassing or discriminatory behavior toward an individual or group based on **ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of section 422.6 of the Penal Code,** or any other status protected by law.
10. Willful misconduct which results in injury or death to a student or to District personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
11. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, District personnel.
12. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
  - A. Forms of Dishonesty include, but are not limited to:



1. Plagiarism: Presenting another person's language (spoken or written), ideas, artistic works or thoughts, as if they were one's own;
  2. Cheating: Use of information not authorized by the Instructor for the purpose of obtaining a grade. Examples include, but are not limited to, notes, Recordings, and other students' work;
  3. Furnishing false information to the District for Purposes such as admission, enrollment, financial assistance, athletic eligibility, transfer, or alteration of official documents.
13. Dishonesty; forgery; alteration or misuse of District documents, records or identification; or knowingly furnishing false information to the District.
  14. Unauthorized entry upon or use of District facilities.
  15. Lewd, indecent or obscene conduct on District-owned or controlled property, or at District-sponsored or supervised functions.
  16. Engaging in expression which is obscene; libelous or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.
  17. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
  18. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.
  19. Use, possession, distribution or being under the influence of alcoholic beverages, controlled substance(s), or poison(s) classified as such by Schedule D, Section 4160 of the Business and Professions Code, while at any District location, any District off-site class, or during any District sponsored activity, trip or competition.

- A. In accordance with Section 67385.7 of the Education Code and in an effort to encourage victims to report assaults, the following exception will be made: The victim of a sexual assault will not be disciplined for the use, possession, or being under the influence of alcoholic beverages or controlled substances at the time of the incident if the assault occurred on District property or during any of the aforementioned District activities.
20. Violation of the District's Computer and Network Use Policy and Procedure No. 3720 in regard to their use of any or all of the District's Information Technology resources.
21. Use of an electronic recording or any other communications device (such as walkmans, cell phones, pagers, recording devices, etc.) in the classroom without the permission of the instructor.
22. Eating **(except for food that may be necessary for a verifiable medical condition)** or drinking **(except for water)** in classrooms.
23. Gambling, of any type, on District property.
24. Bringing pets (with the exception of **service animals** ~~guide dogs~~) on District property.
25. Distribution of printed materials without the prior approval of the Student Activities Office. Flyers or any other literature may not be placed on vehicles parked on District property.
26. The riding/use of bicycles, motorcycles, or motorized vehicles (except for authorized police bicycles or motorized vehicles) is limited to paved streets or thoroughfares normally used for vehicular traffic. In addition, the riding/use of all types of skates, skateboards, scooters, or other such conveyances is prohibited on District property, except for approved activities.
27. The presence in classrooms or laboratories of non-enrolled individuals (except for those individuals who are providing accommodations to students with disabilities) is prohibited without the approval of the faculty member.

#### Responsibility

- A. The Chancellor is responsible for establishing appropriate procedures for the administration of disciplinary actions. ***In this regard, please refer to***

Administrative Procedure 5520, **which** deals with matters of student discipline and student grievance.

- B. The Chief Student Services Officer **of each College** will be responsible for the overall implementation of the procedures which are specifically related to all nonacademic, student related matters **contained in Administrative Procedure 5520**.
- C. The Chief Instructional Officer **of each College** will be responsible for the overall implementation of the procedures which are specifically related to class activities or academic matters **contained in Administrative Procedure 5520**.
- D. For matters involving the prohibition of discrimination and harassment, the concern should be referred to the District's Diversity, Equity and Compliance Office.
- E. The definitions of cheating and plagiarism and the penalties for violating standards of student conduct pertaining to cheating and plagiarism will be published in all schedules of classes, the college catalog, the student handbook, and the faculty handbook. Faculty members are encouraged to include the definitions and penalties in their course syllabi.

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Date Adopted: May 15, 2007  
(Replaces the Standards of Student  
Conduct portion of Policy 6080)  
**Revised:**

## Riverside Community College District Policy

No. 5900

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Student Services  
DRAFT

### BP 5900 PREVENTION OF IDENTITY THEFT IN STUDENT FINANCIAL TRANSACTIONS

#### References:

Fair and Accurate Credit Transactions Act, (~~15 U.S.C. 1681 m[3]~~ Pub.L. 108-159)

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identity theft of students’ financial transactions ~~when This is because~~ the District serves as a creditor in relation to its students. **When applicable,** the Chancellor is directed to develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.

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Date Adopted: May 19, 2009

**Revised:**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-A-3

Date: May 17, 2011

Subject: 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 and Support for Department of Education Regulations Referred to as Gainful Employment Regulations

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 U.S. 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, it 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 U.S. 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 U.S. 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 their 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 15 randomly sampled for-profit institutions investigated before the Health, Education Labor and Pensions Committee of the U.S. Congress;

WHEREAS, there is a growing concern that the for-profit college industry consists of 10% of the higher education students in the nation, yet it is estimated to consume 30-40% of federal funds for higher education assistance and results in very low completion rates, and it is estimated that 96% of graduates have debt with a student default for federal loans three times higher than public education students;

WHEREAS, the for-profit college industry is aggressively growing, targeting, and recruiting within low income and minority student populations, with low student success and exceptionally high debt;

WHEREAS, this is of particular concern given the population demographics of the Inland Empire;


NOW THEREFORE, the Board of Trustees of the Riverside Community College District hereby resolves the following:

Section 1: Commends the U.S. Congress for not restricting the U.S. Department of Education from issuing regulations on for-profit colleges and universities; and

Section 2: Support for the U.S. Department of Education to issue strong and effective regulations, commonly referenced as "gainful employment" regulations to protect students from unsustainable debt to address issues, practices, and consumer protection practices surrounding the for-profit college industry; and

Section 3: Support for the U.S. Department of Education to issue strong and effective regulations to assure federal funding and resources for higher education are as transparent and responsibly applied and to protect the American taxpayer from educational loan default liability.

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



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.



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](mailto: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.



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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.<sup>1</sup> 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,<sup>2</sup> 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.<sup>3</sup> 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).

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<sup>1</sup>For-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.

<sup>2</sup>\$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.

<sup>3</sup>The 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.<sup>4</sup> 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

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<sup>4</sup>A 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.<sup>5</sup> 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.

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<sup>5</sup>Regardless 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.

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## 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.

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## 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.<sup>6</sup>

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## 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.<sup>7</sup> 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

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<sup>6</sup>GAO 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).

<sup>7</sup>[GAO-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.

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## 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.<sup>8</sup> 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.<sup>9</sup> In addition, the FTC prohibits "unfair methods of competition" and "unfair or deceptive acts or practices" that affect interstate commerce.

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<sup>8</sup>20 U.S.C. § 1092 and 34 C.F.R. §§ 668.41 - 49.

<sup>9</sup>20 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).

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## 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>.

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## 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"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
FL	Associate's Degree - Radiologic Technology	2-year, privately owned	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>
PA	Certificate - Web Page Design	Less than 2-year, privately owned	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
TX	Bachelor's Degree - Construction Management	4-year, privately owned	<ul style="list-style-type: none"> <li>Admissions representative encouraged applicant to change the FAFSA to falsely add dependents in order to qualify for Pell Grants.</li> <li>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.</li> <li>Financial aid representative told the undercover applicant that he should not report the \$250,000 in cash he had in savings.</li> <li>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.</li> </ul>

Source: GAO.



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## 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.<sup>10</sup>

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## 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:

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<sup>10</sup>Depending 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.

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## 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.<sup>11</sup> The table below provides information about the calls these students received within the first 30 days of registering at the Web site.

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<sup>11</sup>Of 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 <sup>a</sup>	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

<sup>a</sup>This 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 <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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%	<p><u>Scenario 1</u></p> <ul style="list-style-type: none"> <li>Admissions representative compares the college to the University of Arizona and Arizona State University.</li> <li>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.</li> <li>Admissions representative says that he does not know the job placement rate because a lot of students moved out of the area.</li> <li>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.</li> </ul> <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Admissions representative told the undercover applicant that the graduation rate is 20 percent. Education reports that it is 15 percent.</li> </ul>

College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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"> <li>• 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.</li> <li>• 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.</li> </ul>
<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"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>

College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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"> <li>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.</li> </ul> <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> <li>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.</li> </ul>
<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"> <li>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.</li> <li>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.</li> <li>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?"</li> </ul> <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> <li>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.</li> <li>Admissions representative required the undercover applicant to apply to the college before he could talk to someone in financial aid.</li> <li>Admissions representative told the undercover applicant that almost all of the graduates get jobs.</li> <li>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.</li> </ul>

College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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"> <li>• 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.</li> <li>• 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.</li> </ul> <u>Scenario 2</u> <ul style="list-style-type: none"> <li>• 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.”</li> </ul>

College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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"> <li>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.</li> <li>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.</li> </ul> <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>

College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	Encouragement of fraud, and engagement in deceptive, or otherwise questionable behavior
<p>8</p> <p>FL - 2-year, owned by publicly traded company</p> <p>Associate's Degree – Criminal Justice</p>	<p>Not Reported</p>	<p>Not Reported</p>	<p>Not Reported</p>	<p><u>Scenario 1</u></p> <ul style="list-style-type: none"> <li>• Admissions representative falsely stated that the college was accredited by the same agency that accredits Harvard and the University of Florida.</li> <li>• A test proctor sat in the test taking room with the undercover applicant and coached her during the test.</li> <li>• The undercover applicant was not allowed to speak to a financial aid representative until she enrolled in the college.</li> <li>• Applicant had to sign agreement saying she would pay \$50 per month toward her education while enrolled in college.</li> <li>• 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> <li>• 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.</li> </ul> <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> <li>• 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> <li>• 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> <li>• 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> <li>• The representatives used hard-sell marketing techniques; they became argumentative, called applicant afraid, and scolded applicant for not wanting to take out loans.</li> </ul>



College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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"> <li>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.</li> </ul>
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"> <li>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.</li> </ul> <u>Scenario 2</u> <ul style="list-style-type: none"> <li>Admissions representative did not provide the graduation rate when directly asked. Instead she indicated that not everyone graduates.</li> </ul>
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"> <li>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.</li> </ul> <u>Scenario 2</u> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>

College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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"> <li>• 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.</li> <li>• 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.</li> </ul> <u>Scenario 2</u> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>
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"> <li>• 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.</li> </ul> <u>Scenario 2</u> <ul style="list-style-type: none"> <li>• Admissions representative did not disclose the graduation rate after being directly asked. The college’s Web site also did not provide the graduation rate.</li> <li>• Admissions representative encouraged undercover applicant to change the FAFSA to falsely add dependents in order to qualify for grants.</li> <li>• 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.</li> </ul>

College information and degree sought	Students receiving Pell Grants <sup>a</sup>	Students receiving federal loans <sup>a</sup>	Graduation rate <sup>a</sup>	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"> <li>• 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.</li> <li>• The college's Web site did not provide the graduation rate.</li> </ul> <u>Scenario 2</u> <ul style="list-style-type: none"> <li>• Undercover applicant would be required to make a monthly payment to the college towards student loans while enrolled.</li> <li>• Admissions representative guaranteed the undercover applicant that getting a degree would increase his salary.</li> </ul>
15  TX - 2-year, privately owned  Associate's Degree – Respiratory Therapy	100%	100%	70%	<u>Scenario 1</u> <ul style="list-style-type: none"> <li>• The undercover applicant was not allowed to speak to a financial aid representative until he enrolled in the college.</li> </ul> <u>Scenario 2</u> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Admissions representative told undercover applicant that monthly loan repayment would be lower than it actually would.</li> </ul>

Source: GAO undercover visits and Department of Education.

<sup>a</sup>This information was obtained from the Department of Education National Center for Education Statistics.

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E-mail: [fraudnet@gao.gov](mailto:fraudnet@gao.gov)

Automated answering system: (800) 424-5454 or (202) 512-7470

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## Congressional Relations

Ralph Dawn, Managing Director, [dawnr@gao.gov](mailto:dawnr@gao.gov), (202) 512-4400  
U.S. Government Accountability Office, 441 G Street NW, Room 7125  
Washington, DC 20548

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## Public Affairs

Chuck Young, Managing Director, [youngc1@gao.gov](mailto:youngc1@gao.gov), (202) 512-4800  
U.S. Government Accountability Office, 441 G Street NW, Room 7149  
Washington, DC 20548



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No. VI-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 14<sup>th</sup> 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. VI-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  
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-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
<b>AIR QUALITY</b>						
<p><b>AQ-1</b> RCCD, through its Prime Contractor, shall implement the following additional dust suppression measures as outlined in the SCAQMD CEQA Air Quality Handbook:</p> <ul style="list-style-type: none"> <li>• Revegetate disturbed areas as quickly as possible (i.e., within 30 days of the completion of disturbance).</li> <li>• Monitor wind speeds onsite and suspend excavation and grading operations when wind speeds (as instantaneous gusts) exceed 25 mph.</li> <li>• 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).</li> <li>• Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash trucks and any equipment leaving the site.</li> <li>• Pave, water, or chemically stabilize all onsite roads as soon as feasible.</li> <li>• Minimize the area disturbed by clearing, grading, earthmoving, or excavation operations.</li> </ul>	<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>No issuance of Grading Permits and Stop Work Order during Construction</p>



Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p><b>AQ-2</b> 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><b>AQ-3</b> 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><b>AQ-4</b> 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><b>AQ-5</b> 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><b>AQ-6</b> 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><b>AQ-7</b> 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><b>CULTURAL RESOURCES</b></p>						
<p><b>CUL-1</b> 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><b>3801–3823 Market Street/                      3824–3832 University Avenue                      the Plaza Hotel (replaced Holyrood Hotel)</b></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><b>3855 Market Street (Heiting Building) former Citrus Belt Savings and Loan Association</b></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><b>CUL-3</b> 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><b>CUL-4</b> 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>	Division of State Architects			mitigation measure		
<p><b>CUL-5</b> 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>	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Grading	During Grading	On-site Inspection		Issuance of a Stop Work Order
<p><b>CUL-6</b> 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"> <li>• 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.</li> <li>• 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</li> </ul>	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Grading	During Grading	On-site Inspection		Issuance of a Stop Work Order

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"> <li>A report documenting the results of the monitoring and salvage activities and the significance of the fossils shall be prepared.</li> </ul> <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>						
<b>GEOLOGY</b>						
<p><b>GEO-1</b> 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><b>GEO-2</b> 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><b>GEO-3</b> 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><b>GREENHOUSE GAS EMISSIONS</b></p>						
<p><b>GHG-1</b> 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"> <li>• Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping;</li> <li>• Install efficient lighting and lighting control systems that are more efficient than required under Title 24;</li> <li>• Install light-colored pavements and cool roofs; and</li> <li>• Install solar or light-emitting diodes (LEDs) for outdoor lighting.</li> </ul>	<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"> <li>• 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"> <li>○ Create water-efficient landscapes</li> </ul> </li> </ul>						

Mitigation Measure No.	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date/ Initials	Sanctions for Non-Compliance
<p>within the development;</p> <ul style="list-style-type: none"> <li>Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls;</li> <li>Use reclaimed water if available for landscape irrigation within the project;</li> <li>Install the infrastructure to deliver and use reclaimed water if available; and</li> <li>Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.</li> </ul>						
<p><u>Solid Waste Measures</u></p> <ul style="list-style-type: none"> <li>Reuse and recycle construction waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);</li> <li>Provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas; and</li> <li>Provide employee education about reducing waste and available recycling services.</li> </ul>	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Construction	During Construction	On-site inspection		Issuance of a Stop Work Order
	RCCD Facilities and Planning Associate Vice Chancellor or designee	Once Prior to Occupancy of the Buildings	Prior to Occupancy of the Buildings	On-site inspection		Occupancy of the Buildings will not occur.
<b>HAZARDOUS MATERIALS</b>						
<p><b>HAZ-1</b> 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)</p>	RCCD Facilities and Planning Associate Vice Chancellor or	Prior to demolition of any on-site building	Prior to demolition of any on-site building	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><b>HAZ-2</b> 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><b>HAZ-3</b> 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
<b>HAZ-4</b> 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
<b>HAZ-5</b> 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
<b>HAZ-6</b> 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.	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
<b>NOISE</b>						
<b>NOI-1</b> 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.	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Grading and Construction	During Grading and Construction	On-site Inspection		Issuance of a Stop Work Order
<b>NOI-2</b> 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.	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Grading and Construction	During Grading and Construction	On-site Inspection		Issuance of a Stop Work Order
<b>NOI-3</b> 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.	RCCD Facilities and Planning Associate Vice Chancellor or designee	During Grading and Construction	During Grading and Construction	On-site Inspection		Issuance of a Stop Work Order
<b>NOI-4</b> 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	RCCD Facilities and Planning Associate Vice Chancellor or	During Grading and Construction	During Grading and Construction	On-site Inspection		Issuance of a Stop Work Order

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><b>NOI-5</b> 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>
<b>TRAFFIC</b>						
<p><b>TRA-1</b> 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 Heating 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 CO<sub>2</sub>e. Project-related CO<sub>2</sub> 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 17<sup>th</sup> day of May 2011, at the regular meeting of the Riverside Community College District Board of Trustees.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-D-1

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-E-1

Date: May 17, 2011

Subject: Market Street Properties – 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.: VI-E-1

Date: May 17, 2011

Subject: Market Street Properties –Award Bids for Construction Categories (Continued)

Recommended Action: It is recommended that the Board of Trustees approve 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.: VI-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; 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  
ADMINISTRATIVE REPORTS – VICE CHANCELLORS

Report No.: VII-A-1

Date: May 17, 2011

Subject: Summer Workweek

Background: The District has provided summer workweek schedules in the past several years to provide staff with a shortened workweek and lengthened weekends. The District and CSEA have agreed to activate a four-ten hour day workweek between June 13, 2011 and August 19, 2011 for classified support staff.

Recommended Action: It is recommended that the Board of Trustees approve the four-ten hour day workweek from June 13 through August 19, 2011 for management, classified, and confidential support staff. Staff will work ten hours per day during the four (4) days Monday through Thursday of each week with the following exceptions;

- a. Offices which are required to serve the needs of the District and/or the public Monday through Friday will provide staffing for the five days. Staff members shall be scheduled by the immediate supervisor with input from unit members involved. Such scheduling shall remain the same for the entire summer and may either provide for (1) scheduling all employees for five eight-hour days; or (2) an alternate scheduling plan which gives unit members the option to work four ten-hour days with either Monday or Friday as their unscheduled day. These exceptions will be approved and communicated by the appropriate President or Vice Chancellor.
- b. During the week of July 4<sup>th</sup>, all employees will go back to their regular 8-hour workday due to the July 4<sup>th</sup> holiday.
- c. Employees who do not wish to participate in the four-ten hour day workweek have the option of using vacation, comp time, or may request a reduced workload. All requests are subject to supervisor approval.

Gregory W. Gray  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATIVE REPORTS – VICE CHANCELLORS

Report No.: VII-A-2

Date: May 17, 2011

Subject: Resolution No. 58-10/11 – Resolution to Recognize Classified School Employee Week

Background: The third full week in May, May 16 through 20, 2011, is designated as Classified School Employee Week, pursuant to Article 10, Section 88270 of the California Education Code. The annual Classified School Employee Week has been supported by the Board of Trustees for several years to honor and recognize the contributions the classified school employees make to the educational community.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 58-10/11, and designate the week of May 16 through 20, 2011 as Classified School Employee Week.

Gregory Gray  
Chancellor

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

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

Resolution No. 58-10/11

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

WHEREAS, May 16 -20, 2011, has been designated as Classified School Employee Week in California by the California State Legislature and the California School Employees Association; and,

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

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

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

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

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

THEREFORE, BE IT RESOLVED that the Board of Trustees officially recognizes the professional contributions of our classified employees, proclaims that they enhance the excellence of education in the state of California and in this District, and declares the week of May 16-20, 2011, as Classified School Employee Week in the Riverside Community College District.

Passed and adopted this 17th day of May 2011.

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BOARD OF TRUSTEES OF THE RIVERSIDE  
COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATIVE REPORTS – VICE CHANCELLORS

Report No.: VII-A-3

Date: May 17, 2011

Subject: Holiday Schedule for Fiscal Year 2011-2012

Background: On March 15, 2011 the Board of Trustees approved a Memorandum of Understanding to create a new collective bargaining agreement between Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association (CSEA), with a term of July 1, 2011 to June 30, 2012. With this extended agreement, the holiday schedule for Fiscal Year 2011-2012 was discussed with CSEA and is consistent with the prior year holiday schedule.

Holiday	FY 2011/2012	Weekday
Independence Day	July 4, 2011	Monday
Labor Day	September 5, 2011	Monday
Veterans Day	November 11, 2011	Friday
Thanksgiving Day	November 24, 2011	Thursday
Day after Thanksgiving	November 25, 2011	Friday
Christmas Day	December 26, 2011 (Observed)	Monday
Admissions Day	December 27, 2011	Tuesday
College Closure days after Christmas Holiday	December 28/29, 2011	Wednesday/ Thursday
Vacation Day	December 30, 2011	Friday
New Year's Day	January 2, 2012 (Observed)	Monday
Marin Luther King, Jr. Day	January 16, 2012	Monday
Lincoln's Birthday	February 17, 2012	Friday
Washington's Birthday	February 20, 2012	Monday
Cesar Chavez Birthday	March 30, 2012	Friday
Memorial Day	May 28, 2012	Monday

In the past, the Board of Trustees has approved the same holiday schedule for confidential and management employees.

Recommended Action: It is recommended that the Board of Trustees approve the fiscal year 2011-2012 holiday schedule for classified, confidential and management employees.

Gregory W. Gray  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-B

Date: May 17, 2011

Subject: Board of Trustees Annual Self-Evaluation

Background: On April 29, 2011 each Board member was provided with an evaluation packet that included Board Policy 2745 – Board Self Evaluation, a self-assessment tool, a summary of Board activities from June 2010-May 2011, and a copy of the results from the Board Self-Evaluation that was reported out at the June 15, 2010 regular Board meeting. The Board members returned the self-evaluation tool and staff has taken it, along with the summary, and categorized the information provided into the seven dimensions of effectiveness contained with the Board’s policy for your use.

Recommended Action: It is recommended that the Board of Trustees discuss the results of their self-evaluation as compiled by District staff.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

## Summary of 2011 Board Self Assessment Form

The following is an outline summary of the results from the five Board Self Assessment forms, submitted by each trustee. With the use of the same assessment tool from the Board's Self Assessment. As prior, the ranking were fairly consistent amongst the board members, with most rankings, primarily between 3-5. As such, the composite results reflect mostly positive rankings.

### **Dimensions with a perfect (5.0) Strongly Agree Rating included:**

- Guardianship, related to:
  - Board receives regular reports on the financial status
  - Board monitors implementation of facilities master plan
- Economic/Political Interface – Advocate with Local, State and Federal bodies.

### **Dimensions assessed as Strongly Agree/Highly Rated Dimensions (4.0 or higher) in:**

- Segments of Board Organization, related to:
  - Agenda Material is Complete
  - Achieving District Goals
  - Receiving input to the Board
  - Board Involvement in Accreditation
  - Board Knowledge of History, Culture and Value of District
- Commitment to Learners
- Constituency Interface
- Community College System Interface
- Economic/Political System Interface
- District Policy Leadership
  - Comprehensive Review of Policies
  - Involvement in Goals, Objectives, Visions
  - Study of Policy Recommendations
  - Seeks Input and Advise
- Management Oversight
- Guardianship

### **Dimensions assessed at “Somewhat Agreed/Lowest Rated” (3.0-3.9), included:**

- Segments of Board Organization, related to:
  - Board Operates as a Unit
  - Board Meetings are Orderly and Efficient
  - Board Understands its Role
  - Upholding Board Decisions

- Commitment to Learners – Board monitors effectiveness of fulfilling mission
- District Policy Leadership
  - Focus Board Discussion on Policy
  - Policy-Making is Clear, Transparent and Inclusive
  - Board Seeks Input to Policy
  - Board Understands Policy Role versus Chancellor
- Management Oversight
  - Board has Clear Protocols for Communicating with Staff/Chancellor
  - Board and Chancellor have a positive/cooperative relationship

**There were no dimensions ranked below 3.0, with 3.0 ranking equating to “Somewhat Agree”.**

Overall, the results of the 2011 Board Self Assessment showed some variation to the prior year ranking, almost equally with increases and reductions in the seven dimensions ranked numerically. However, final numerical rankings show only one measurement.

**Many dimensions received positive increases from 2010, and included most notably:**

- Segments of Board Organization, related to:
  - Board Operates as a Unit
  - Agendas Contain Sufficient Information for Review and Decision
  - Board is knowledgeable about the District
- Segments of Commitment to Learners, related to:
  - Board Receives Information about Services and Programs
  - Board Reviews Reports on Student Outcomes and Success
- Segments of Constituency Interface, related to:
  - Board Participates with Partnerships and Programs with Local Education Entities
  - Board Adheres to Protocols with Dealing with College, Community and Media
- Segments of Economic/Political Interface, related to:
  - Board Advocates with Local, State and Federal Bodies
  - Board Attends National Events in the District’s Interest
- Segments of Guardianship, related to:
  - Board Regularly Receives Reports on Fiscal Matters
  - Board Monitors Implementation of Facility Plans

**Limited dimensions experience reduced rankings, and they included:**

- Segments of Board Organization, related to:
  - Board Understands its Role and Responsibilities
  - Members Uphold the Final Majority Decision
- Segments of Commitment to Learners, related to:

- Board Demonstrate Concern for Success of All Students
- Board Monitors Effectiveness
- Board Makes Decision Based on What is Best for Learners/Community
- Segments of District Policy Leadership, related to:
  - Board Ensures Review of Policies
  - Board Focuses Discussion on Policy
  - Policy Making Process is Clear, Transparent and Inclusive
  - Board Understands Policy Role versus Chancellor and Staff Roles
- Segment of Management Oversight, related to Board and Chancellor have Positive/Cooperative Relationship
- Segment of Guardianship, related to Assures Budget is Linked to Planning

Additionally, some areas show a spread of rankings. These dimensions showed rankings by individual trustees with varied perceptions. Equally, there were dimensions with rankings that indicate the board members were primarily congruent with each other.

In June 2010, when the board reported out the result of the 2010 Self Assessment, the Board planned to:

- Continue to provide leadership, in its appropriate role, in the continued development of the three accredited college district.
- Support an environment at RCCD which embraces supports and celebrates its diversity, equality and equal employment opportunities, and will monitor progress and advancement in these areas.
- Support and share the work and efforts of developing outside resources to the District, primarily through the work and support of Riverside Community College District Foundation; and will work with and support the foundation and chancellor in advancing a campaign that furthers the needs and opportunities of the district.
- Support Riverside School for the Arts, and advancement of the District in arts and media.
- Continue to advance the mission of the Innovative Learning Center at Stokoe, and supports the Center's evolution to fulfill its unique agenda, and support measures that advance the operational agenda.
- Advance the fiscal accountability of the District, and will assure that a balanced budget is passed for 2010-2011, and implemented, accordingly.
- Continue to supports the existing relationships and partnerships of the district, and look to build new collaborations that further the role and mission of the District; inclusive of their relationships as trustees and the board, as a whole.
- Continue to support student success and encourage the development of programs that advance the success of students, in the multitude platforms and means utilized.

This Summary and attached composite ranking sheet, is intended only to facilitate the board's self evaluation process and reporting of outcomes for the June Board meeting.



# Riverside CCD Board of Trustees

## May 2011 Board Self Assessment Highlights

# Process

- Received report of board tasks and accomplishments
- Board Self-Assessment Form
  - 69 items in 8 dimensions
  - Open-ended questions
- Rating Scale
  - 1 = *strongly disagree*;
  - 2 = *somewhat disagree*;
  - 3 = *somewhat agree*;
  - 4 = *agree*;
  - 5 = *strongly agree*.
- Results presented at May 17 board meeting

# Overview

- With relatively few exceptions, all members rated all items from 3 to 5 (somewhat agree to strongly agree)
- 58 of the 69 items received an average of 4.0 and higher
  - 3 of those were 5.0, unanimous strong agreement
  - 34 of those were 4.6 or higher, indicating strong agreement
    - Doubled from prior years 17 of 69 rating of 4.6 or higher
  - 11 were rated between 3.0 – 3.8 (somewhat agree to agree)

# Highly Rated Dimensions

- The following dimensions had high percentages of ratings 4.0 and above:
  - Commitment to Learners
  - Constituency Interface
    - Rankings consistent or slightly improved to prior years self assessment.
  - Community College System Interface
    - Rankings consistent to prior years self assessment.
  - Economic/Political System Interface
    - Rankings consistent or slightly improved to prior years self assessment, and board very unified in perception.
  - Guardianship

# Commitment to Learners

- Average ratings above 4.0
  - the board is concerned about students;
  - makes decisions on what is best for learners;
  - is knowledgeable about the educational programs and services of the District; and
  - reviews student success and outcomes.
- Average ratings below 3.8
  - The board monitors institutional effectiveness.

# Constituency Interface

- One of the strongest dimensions
- Ratings remained consistent or increased over prior year
- Average ratings above 4.2
  - Knowledgeable about community; maintain good relationships with community leaders; attend community events; educate community, support partnerships; recognize accomplishments of college employees; adhere to protocols regarding communication with employees, students, & media; support Foundation & fundraising
- No ratings below 4.2

# Community College & Economic/Political Systems Interface

- Two very strong dimensions, with consistent or improved ratings over prior year
- Board very unified on Political Systems Interface dimension ratings
- Consistently high ratings of 4.2 – 5.0
  - The Board is active in local, state and national events; knowledgeable about educational policy issues, and are strong advocates for RCCCD at local, state, and national levels
- No rating less than 4.2

# Guardianship

- Strong dimensions, with ratings predominately 4.6 or higher
- Board very unified in dimension ratings, with one exception
- Average ratings for all items were 4.6 – 5.0
  - The Board performs its fiduciary responsibilities well, particularly related to planning and budgeting.
  - The highest ratings (5.0) were in fiscal review and facility plan implementation.
- One ranking at 4.0
- Board assures that budget is linked to planning
- Rating among trustees not unified in perception



# Dimensions with Mixed Ratings

- The following dimensions had ratings of mixed variations:
  - Board Organization
    - Ratings range from 3.0 to 4.6, with some improved and some reduced from prior years self assessment
    - Many ratings among trustees not unified in perception
  - District Policy Leadership
    - Rankings range from 3.6 to 4.6, with some rating reduced from prior years self assessment
    - 2/3 of ratings among trustees not unified in perception
  - Management Oversight
    - Ratings range from 3.4 to 4.6, with majority rated consistent to prior years assessment
    - 50% of ratings among trustees not unified in perception

# Board Organization

- Variability in average scores (3.0 – 4.6)
- Ratings varied both positively and negatively from prior years
- Ratings by trustees diverse in perceptions of dimensions
- Higher scores
  - works to achieve the District's goals; board meetings comply with state laws; agenda items contain sufficient background; knowledgeable about district; operates without conflicts of interest; board meetings allow appropriate input
- Lower scores
  - Board meetings conducted effectively; board operates as a unit;; board understands roles/responsibilities; board upholds final decisions

# District Policy Leadership

- Variability in average scores (3.6 – 4.6)
- Ratings consistent or declined from prior years
- Majority of ratings by trustees diverse in perceptions of dimensions
- 5 items 4.2 – 4.6
  - Policy review process; involved in defining mission and goals; seeks advice and views of college constituents; policy recommendations contain adequate info & allow sufficient time for discussion
- 4 items 3.6 – 3.8
  - Board focuses on policy in discussions; differentiates its policy role from Chancellor / staff; seeks community input into policy; policy making is clear and transparent

# Management Oversight

- Most rated 4.0 or higher with two rated 3.4
- Ratings consistent or declined from prior years
- Ratings by trustees diverse in perceptions of dimensions
- 7 items 4.2 – 4.6
  - Board provides high level support to and communication with chancellor; board evaluates chancellor and encourages professional growth; board is informed about key issues of the district; board sets clear goals and expectations for the chancellor
- 3 items 3.4 – 4.0
  - Board/chancellor have positive and cooperative relationship; climate of mutual trust & respect between board and chancellor; board has clear protocol in working with staff and chancellor

# Greatest Change in Ratings

The 2011 assessment can be comparative to prior years ratings

- The following dimensions experienced the greatest increase in ratings:
  - Board reviews Mission Statement
  - Agendas contain adequate information for decision making
  - Board reviews Student Success and Outcomes
  - Board is knowledgeable about District
  - Board actively support foundation and fundraising
  - Board is adequately informed about district issues
  - Board supports and assist in seeking external funding
  - Board monitors implementation of facilities master plans
- The following dimensions experienced the greatest decrease in ratings:
  - Board understands roles/responsibilities
  - Board upholds majority decision of the board
  - Board monitors effectiveness of fulfilling mission
  - Board/Chancellor have a positive/cooperative relationship

# Open Ended Questions

- **Greatest Strengths**
  - Its diversity of and contributions from members; genuine concern for the district; community connections; focus on education and students; advocacy
- **Major Accomplishments**
  - RCC accreditation standing and leadership; PLA; opening of new facilities; career and technical education; leadership

# Open Ended Questions (cont')

- Areas for Board Improvement
  - Communication; board relations; contact protocol with staff; respect among colleagues; improved cooperation
- Most Pleased About
  - Quality of the district and sense of direction; work with teachers and students; work with legislators; support of board, community and chancellor; commitment/thoughtfulness of each board member; respect and institutional integrity

# Open Ended Questions (cont')

- Possible changes in how the board conducts business:
  - Review naming procedures and board committee process; more policy decisions; be prepared for meetings; not rush meetings; respect and less grandstanding; follow protocol
- Priority Issues for Coming Year:
  - Increase communication with communities; school of the arts; BTC; differential funding; working together cooperatively towards budget issues; fiscal stability; board leadership and trustee training; program evaluations; equal opportunity for students



# What's Next—Use of Results

- Board Retreat & Relations
  - Setting of Board Goals and Priorities for coming year
- Board Relations with Chancellor to set goals priorities, and protocols for the coming year
- What else?

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-C

Date: May 17, 2011

Subject: Resolution No. 60-10/11 Recognition of Dale Kinnear

Background: Riverside Unified School District is a large K-12 feeder district into the RCCD colleges. North High School Principal Dale Kinnear is retiring this June, after 19 years of service at North High School. A resolution recognizing Mr. Kinnear for his years of service in education and the greater Riverside Community has been prepared for the board's consideration.

Recommended Action: It is recommended that the Board of Trustees consider Resolution No. 60-10/11 recognizing and commending Principal Dale Kinnear for his service to John W. North High School and to local students and our communities.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

RESOLUTION NO 60-10/11

RESOLUTION FOR THE BOARD OF TRUSTEES OF  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
IN RECOGNITION OF DALE KINNEAR

WHEREAS, Dale Kinnear served as Principal of John W. North High School from July 1992 through June 2011; and,

WHEREAS, during his 19-year tenure at John W. North High School, Principal Kinnear has set a standard for excellence, achievement, and social responsibility that has inspired both students and the community; and,

WHEREAS, North High School serves one of the most multicultural student populations within the Riverside Unified School District, including a large number of students who become the first in their families to graduate from high school and go on to college; and,

WHEREAS, Mr. Kinnear has served as a teacher, educator, and administrator for more than 27 years in K-12 school districts across Riverside County; and,

WHEREAS, Riverside Community College District and the RCCD Foundation partnered with Mr. Kinnear and North High School to make Passport to College a success; and,

WHEREAS, Riverside Community College District welcomes nearly 150 North High School graduates each September, has served thousands of North graduates and concurrent students in the past 20 years, and counts many North alumni among its employees; and,

WHEREAS, Riverside Community College District and Riverside City College continue to work in partnership with North High School, both through participation in the high school's annual Senior Project Day and in support of North High School's learning academies; and,

WHEREAS, Mr. Kinnear is known as an advocate for bringing career technical education back to schools to connect to their education and reduce the dropout rate, which aligns with RCCD's commitment to career technical programs, as well as to college access and academic success; and,

WHEREAS, Mr. Kinnear has been recognized professionally as Principal of the Year, California Secondary Principal of the Year, and California High School Principal of the Year; and,

WHEREAS, Mr. Kinnear is known and respected for his community involvement and has been recognized by such organizations as the City of Riverside, the Fair Housing Council of Riverside County, the NAACP, and La Sierra University; and,

WHEREAS, Principal Kinnear on the occasion of his retirement will be honored by his students and peers at a United Student League Assembly on Thursday, May 19;

NOW, THEREFORE, the Board of Trustees of the Riverside Community College district does hereby resolve to recognize and commend Principal Dale Kinnear for his service to John W. North High School and to local students and our communities.

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

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