

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE
November 11, 2008 – 6:00 p.m.
Student Services 101, Moreno Valley Campus

Committee Members: José Medina, Committee Chairperson
Janet Green, Vice Chairperson
Ray Maghroori, Vice Chancellor, Academic Affairs
Debbie DiThomas, Interim Vice Chancellor, Student Services/Operations
Doug Beckstrom, Academic Senate Representative (Moreno Valley)
Sharon Crasnow, Academic Senate Representative (Norco)
Richard Davin, Academic Senate Representative (Riverside)
Kyl Myers, ASRCC Student Representative
Matt Phillips, ASRCC Student Representative
Chris Rocco, CTA Representative (Moreno Valley)
Dorothy Reina, CTA Representative (Norco)
Debbie Cazares, CTA Representative (Riverside)
Gustavo Segura, CSEA Representative (Moreno Valley)
Sharon Drake, CSEA Representative (Norco)

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Agreement with Cal Poly Pomona Foundation, Inc.
- The Committee to review an agreement to provide subcontract services.
The term of the agreement is November 19, 2008 through June 30, 2011.
2. Community Colleges Consortium for Open Educational Resources and the Open Textbook Project
- The Committee to be presented information regarding the Consortium of Open Educational Resources and the Open Textbook Project.
3. TriTech Small Business Development Center
- The Committee to be presented with an update on the TriTech Small Business Development Center.
4. Sabbatical Leave Reports
- The Committee to review the sabbatical leave reports from Delores Middleton and Ingrid Wicken.
5. Comments from the public.

Adjourn

Prepared by: Naomi Foley
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: November 18, 2008

Subject: Agreement with Cal Poly Pomona Foundation, Inc.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Cal Poly Pomona Foundation, Inc. to provide subcontract services under the National Science Foundation Grant 0802358. These services include technical consultation, articulation, and course curriculum development by providing a fast-track career pathway in supply chain/logistics. The amount funded will be \$287,861.00. The term of the agreement is from November 19, 2008 through June 30, 2011. Funding source: National Science Foundation Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide subcontract services, for the term of November 19, 2008 through June 30, 2011, at an amount not to exceed \$287,861.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: John Tillquist
Dean, Technology and Economic Development

SUBCONTRACT AGREEMENT

This Agreement, made and entered into by and between CAL POLY POMONA FOUNDATION, an auxiliary organization of California State Polytechnic University, Pomona (CAL POLY POMONA) (herein referred to as THE FOUNDATION or FOUNDATION), and RIVERSIDE COMMUNITY COLLEGE DISTRICT (herein referred to as THE COLLEGE or COLLEGE). The funding for this Agreement is derived from the NSF Grant #0802358 "Goods To Go."

WHEREAS, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required, and WHEREAS, THE FOUNDATION, through individuals employed by CAL POLY POMONA, 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: THE FOUNDATION shall provide all services as outlined and specified in Exhibit A, consisting of 1 page, attached hereto and by this reference incorporated herein.
2. AUTHORITY - This Agreement is awarded under the authority of the National Science Foundation, Advanced Technology Education program. Federal compliances regulations and agency terms and conditions including OMB Circulars A-110, A-21, and A-133 must be adhered to. Where any of the terms and conditions of the prime agreement conflict with this Agreement, the more restrictive provision(s) will apply. A copy of THE COLLEGE'S award notice National Science Foundation is attached to this agreement as reference to Federal compliance terms and conditions which apply to these funds. The CFDA number associated with these Federal Funds is 47.076
3. 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 THE FOUNDATION'S expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify THE FOUNDATION in writing, and reimburse THE FOUNDATION for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 9 and have no further force.
 - 3.1 This Agreement shall be effective as of November 19, 2008 and continue in effect through June 30, 2011.
4. PRINCIPAL INVESTIGATOR: PROJECT shall be under the supervision of Dr. Abolhassan Halati, California State Polytechnic University, Pomona, who shall serve as Principal Investigator. If for any reason the Principal Investigator shall be unable to continue to serve and a successor acceptable to both parties is not available, this AGREEMENT shall be terminated as hereafter provided.
5. 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 THE FOUNDATION 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.

6. INDEMNIFICATION:

- (a) The COLLEGE shall indemnify, defend and hold harmless the State of California, the Trustees of the California State University, California State Polytechnic University, Pomona (UNIVERSITY), Cal Poly Pomona Foundation, Inc., 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 the UNIVERSITY or FOUNDATION.
- (b) The FOUNDATION shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees against all claims, demands, suits, judgments, expenses and costs, if any, arising from or relating to THE FOUNDATION'S, Principal Investigator's, and CAL POLY POMONA's solely negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance under this AGREEMENT.

7. INSURANCE: THE FOUNDATION 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.

8. TERMINATION: Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, FOUNDATION 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 FOUNDATION, all costs and non-cancelable commitments incurred thereafter will be the responsibility of FOUNDATION. In the event that FOUNDATION terminates this AGREEMENT, FOUNDATION will return any unused funds to COLLEGE within three (3) months of the written notice of termination.

9. CONFLICT OF INTEREST: THE FOUNDATION 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 FOUNDATION, 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 COMPANY.

10. ASSIGNMENT: This Agreement shall not be assigned by THE FOUNDATION either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this Agreement by THE FOUNDATION without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.

11. **NONDISCRIMINATION:** FOUNDATION 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 by NSF 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 MOU.
12. **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.
13. **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.

14. **COPYRIGHT:** FOUNDATION agrees that the Federal Government will have a nonexclusive, nontransferable, irrevocable, royalty-free license to exercise or have exercised for or on behalf of the U.S. throughout the world all the exclusive rights provided by copyright, to any and all writings owned or copyrighted by FOUNDATION that are used or result from the performance of this agreement.
15. **PUBLICATIONS:** FOUNDATION shall have the right to publish the results obtained from PROJECT conducted hereunder. Publication of any materials developed as a result of this project shall carry the statement:

"This material is based upon work supported by the National Science Foundation under Grant No. 0802358."

And shall be orally acknowledged during any news media interviews, including popular media such as radio, television and news magazines.

Disclaimer: As is feasible and under the control of the Principal Investigator, the FOUNDATION shall assure that every publication of materials (including World Wide Web pages) based on or developed under this project, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

“Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.”

16. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by FOUNDATION 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, FOUNDATION may substitute electronic copies of original records.

The COLLEGE, the Director of the National Science Foundation, the Comptroller General of the U.S. or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of FOUNDATION to make audits, examinations, excerpts and transcripts.

17. **COSTS/INVOICING:** In consideration of FOUNDATION's performance hereunder, COLLEGE agrees to support FOUNDATION's costs incurred conducting the activities of PROJECT, in the amount of two hundred, eight seven thousand, eight hundred sixty one and no/100 dollars (\$287,861). This amount shall not be exceeded by FOUNDATION without the written authorization of COLLEGE. COLLEGE shall reimburse FOUNDATION on a monthly basis for costs/expenses associated with this Agreement. FOUNDATION shall submit a monthly invoice to COLLEGE which shall include the NSF Grant Number (referenced above), detailed costs/expenses and certification as to the truth and accuracy of the invoice. Invoices will be sent to the following address:

Henry (Hank) Rogers
Director, Center for Applied Competitive Technologies
Riverside Community College
2001 Third Street
Norco, CA 92860
(951) 371-7137

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to Cal Poly Pomona Foundation, Inc., and shall be mailed to:

Cal Poly Pomona Foundation, Inc.
Office of Grants and Contracts
3801 West Temple Avenue, Building 55
Pomona, CA 91768

A final statement of cumulative costs/expenses incurred by FOUNDATION, 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.

18. TRAVEL: All travel expenses for individuals assigned by FOUNDATION to perform work under this MOU, shall not exceed amounts normally allowed in accordance with FOUNDATION'S written travel policy.
19. 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.
20. 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.
21. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
 1. THE FOUNDATION 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 the FOUNDATION is unable to make such certification, it shall provide COLLEGE with an explanation.
- 22.. 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, THE FOUNDATION certifies that it will continue to provide a drug-free workplace.
23. 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.
24. 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 FOUNDATION 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.

25. 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:

Henry (Hank) Rogers
Director, Center for Applied Competitive Technologies
Riverside Community College
2001 Third Street
Norco, CA 92860
Fax Number: (951) 372- 7139

G. Paul Storey, Executive Director
Cal Poly Pomona Foundation, Inc.
3801 W. Temple Ave., Bldg. 55
Pomona, CA 91768
FAX: (909) 869-4549

26. FORCE MAJEURE: FOUNDATION 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.
27. 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 the FOUNDATION or UNIVERSITY in any promotional materials, advertising, or in any other manner without the prior express written permission of FOUNDATION and UNIVERSITY, except that COLLEGE may, during the term of this Agreement, state that it is assisting with a Project at FOUNDATION or UNIVERSITY.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

CAL POLY POMONA FOUNDATION,
INC.

By: James Buysse, Vice Chancellor
Administration and Finance

By: G. Paul Storey
Executive Director

DATED: _____

DATED: _____

EXHIBIT A

Scope of Work

It is agreed that staff from Cal Poly Pomona will provide the following services:

<p>Goal 1: Improve the educational experience of pre-technology students by providing a complete fast-track career pathway in supply chain/logistics technology. In pursuit of Goal 1, RCCD proposes the following objectives:</p>			
<p>Objective 1: Recruit industry partners with automation expertise for integration to the existing Logistics Management Advisory Council.</p>			
Deliverables	Assessment Criteria	Person Responsible	Timeline ECD
<ul style="list-style-type: none"> Build upon existing advisory councils by adding industry experts in the area of automated systems: Two partners with automation expertise will be integrated into the advisory council. 	<p>Proven attendance and participation at advisory council meetings.</p>	Hassan Halati	6/30/09
<p>Goal 1: Improve the educational experience of pre-technology students by providing a complete fast-track career pathway in supply chain/logistics technology. In pursuit of Goal 1, RCCD proposes the following objectives:</p>			
<p>Objective 3: Build upon the articulation efforts in place with Cal Poly Pomona by adopting and articulating three Cal Poly courses, Supply Chain Technologies, Transportation and Vehicle Routing, and Supply Chain Modeling. Objective 4: Provide a streamlined degree pathway to Cal Poly Pomona's Technology and Operations Management baccalaureate program.</p>			
Deliverables	Assessment Criteria	Person Responsible	Timeline ECD
<ul style="list-style-type: none"> Integrate ABET and industry input into Cal Poly curricula 	<ul style="list-style-type: none"> Cal Poly "Extended Course Outlines" completed on three courses and develop cases and hands-on class exercises as appropriate 	<ul style="list-style-type: none"> Hassan Halati Henry Co 	6/30/09
<ul style="list-style-type: none"> Course curriculum development with RCCD faculty 	<ul style="list-style-type: none"> Integrate ARC Logistics and WMS software and modeling and collaborate with RCC faculty in designing lab and classroom exercises for the courses 	<ul style="list-style-type: none"> Hassan Halati 	9/30/09
<ul style="list-style-type: none"> Development of a clear pathway for transfer to Cal Poly. Hold student and parent workshop on transfer to Cal Poly conducted by Cal Poly faculty in last year of grant 	<ul style="list-style-type: none"> Parent evaluations of 2 <i>workshops at JFK and Gateway middle college HSs</i> 	<ul style="list-style-type: none"> Hassan Halati 	6/30/11
<p>Objective 5: Equip an Automated Systems/Logistics Technology lab at RCCD Norco.</p>			
<ul style="list-style-type: none"> Provide technical consultation regarding equipping RCCD Lab <ul style="list-style-type: none"> Acquire software and hardware donations Purchase necessary hardware and software Set up lab and Test lab 	<ul style="list-style-type: none"> Functioning lab replicated after Cal Poly automated systems lab and develop lab and demonstration exercises for students and industry partners 	<ul style="list-style-type: none"> Hassan Halati Henry Co 	9/30/09

Goal 3: Prepare community college faculty to teach the automated systems and logistics technology program by developing their expertise in specialized curricula areas with the support of Cal Poly Pomona faculty.

Objective 1: Community college faculty will be trained in the Cal Poly Pomona Automated Systems/Logistics Technology lab.

Objective 2: Collaborate with Cal Poly Pomona faculty in the adoption of three courses at RCCD Norco Campus: Supply Chain Technologies, Transportation and Vehicle Routing, and Supply Chain Modeling.

Deliverables	Assessment Criteria	Person Responsible	Timeline ECD
<ul style="list-style-type: none"> Train RCCD faculty 	<ul style="list-style-type: none"> Completion of ten instructor tutorial sessions with Cal Poly faculty. Train instructors on hands-on cases and integration of lab exercises into courses 	<ul style="list-style-type: none"> Henry Co, Hassan Halati, 	1/31/10

THE COLLEGE will reimburse THE FOUNDATION the cost of staff salary and benefits for the specified staff assigned to RCCD's National Science Foundation Grant – *Goods to Go* for completion of deliverables and tasks listed above.

THE FOUNDATION will invoice THE COLLEGE on a monthly basis. Invoicing will not exceed the following annual amounts:

- Year 1 FY 08-09 – A maximum of \$91,009.00
- Year 2 FY 09-10 – A maximum of \$95,558.00
- Year 3 FY 10-11 – A maximum of \$101,292.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-2

Date: November 18, 2008

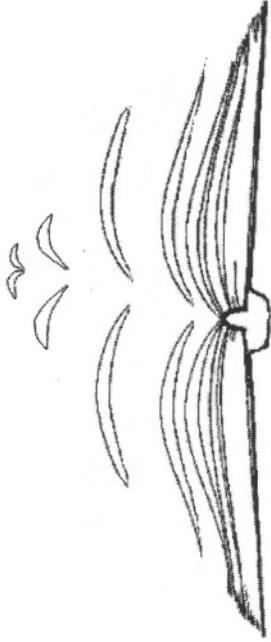
Subject: Community College Consortium for Open Educational Resources and the Open Textbook Project

Background: Attached for the Board's information is a presentation from Mr. Hal Plotkin, Board of Trustee member, Foothill DeAnza Community College District, regarding the Community College Consortium for Open Educational Resources (CCCOER) and the Open Textbook Project. The CCCOER is a joint effort by the Foothill-De Anza Community College District, the League for Innovation in the Community College, many other community colleges, and university partners to develop and use open educational resources (OER) in community college courses. Under their management is the Open Textbook Project, a feasibility study funded by the Hewlett Foundation, to look at different ways to make free, open textbooks a sustainable resource for faculty and students.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs



Community College Consortium for Open Educational Resources and the Open Textbook Project

**Hal Plotkin, Trustee
Foothill-De Anza Community College District
Los Altos Hills, CA
Hplotkin@plotkin.com**



**FOOTHILL-DE ANZA
Community College District**

We began by creating a board policy!

Foothill-De Anza Community College District Board of Trustees

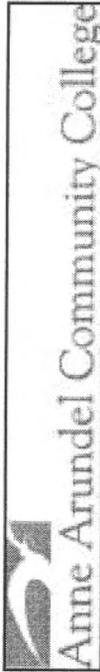
Policy on Public Domain Learning Materials

Enacted December 2005

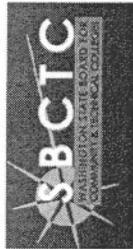
- The Foothill-De Anza Community College District encourages the creation, use, and ongoing maintenance of public domain-based learning materials in accordance with established curriculum standards for educational purposes of the district.
- The goals of this policy are to provide students with high quality learning materials that reside in the public domain to augment and/or replace costly textbooks, to create sustainable academic resources for students, faculty and staff, and to provide opportunities for professional growth of district employees involved in these activities.
- The Chancellor will provide periodic reports, not less than annually, to the Board that detail the progress made toward accomplishing the goals delineated by this policy.



SANTA FE COMMUNITY COLLEGE



LOS RIOS
Community College District

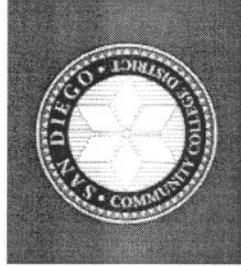


welcome to
DIABLO VALLEY COLLEGE



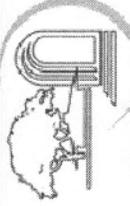
MT. SAC Mt. San Antonio College

STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO • REEDLEY • CLOVIS • MADERA • OAKHURST • WILLOW INTERNATIONAL



Long Beach City College

SANTA BARBARA CITY COLLEGE

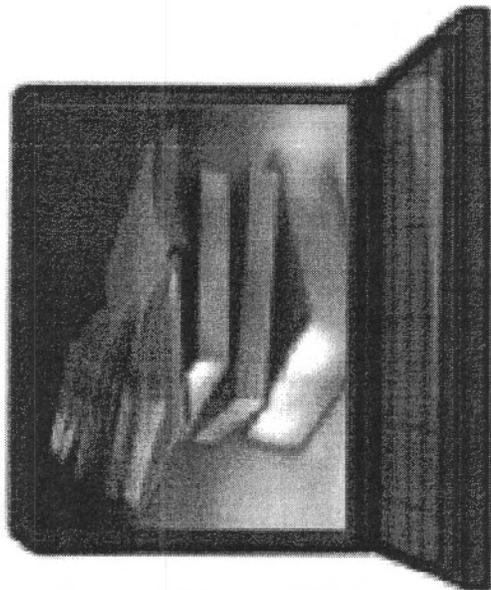


FOOTHILL-DE ANZA
Community College District

MissionCollege
Santa Clara, California

CALIFORNIA COMMUNITY COLLEGES
SYSTEM OFFICE

69 colleges
from CA, MD,
NY, WA, NV,
Ontario



Community College Consortium for Open Educational Resources

↳ CCCOER

Create a Culture of Shared Knowledge

Use of open educational resources can lower educational costs. Become involved with the open educational resources (OER) movement so that doors to higher education stay open to all.

The **Community College Consortium for Open Educational Resources (CCCOER)** is a joint effort by the Foothill-De Anza Community College District, the League for Innovation in the Community College and many other community colleges and university partners to develop and use open educational resources (OER) in community college courses.

Get Involved!

cccoer.wordpress.com

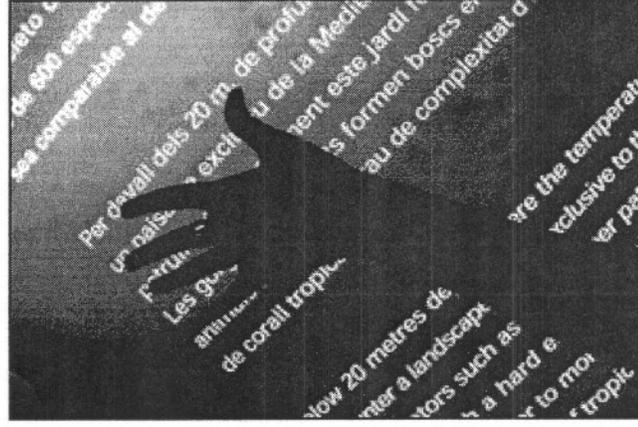
Information



- About
- Announcements
- Campus Promo Kit
- CCCOER
- Directory of OER Faculty
- FAQs
- Meetings
- Membership
- Open Textbooks
- Resources
- Training

CCCOER Survey Results

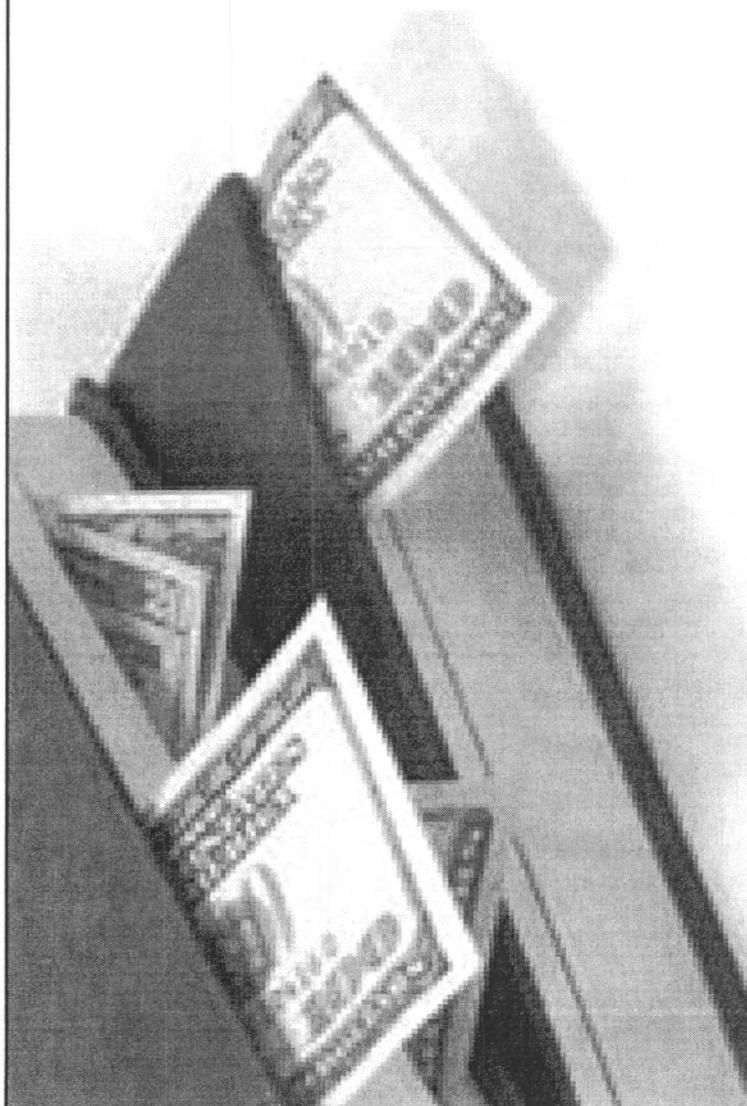
- 1,203 faculty respondents
 - 12 Districts and 28 colleges
 - 66% full-time
 - Represent wide range of disciplines
- 91% indicated interest in using OER materials in their classes
- 34% said they were aware of OER materials in their field



Community College Open Textbook Project

Goal

Identify, organize, and support the production and use of high quality, accessible and culturally relevant Open Textbooks for community college students

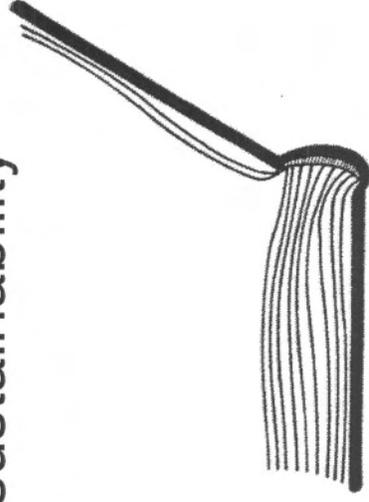


Reduce the cost of textbooks

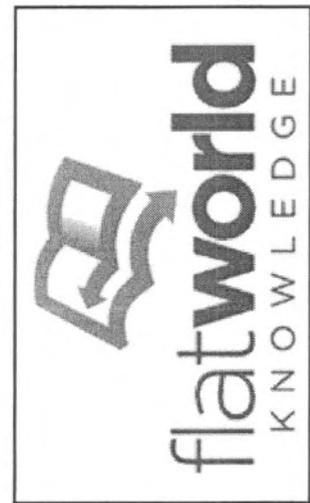
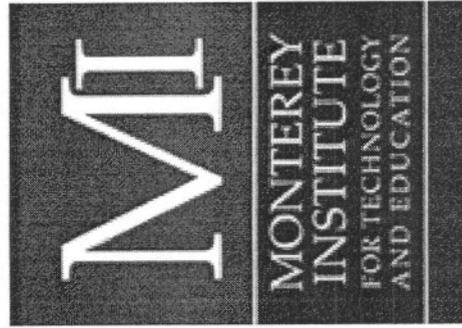
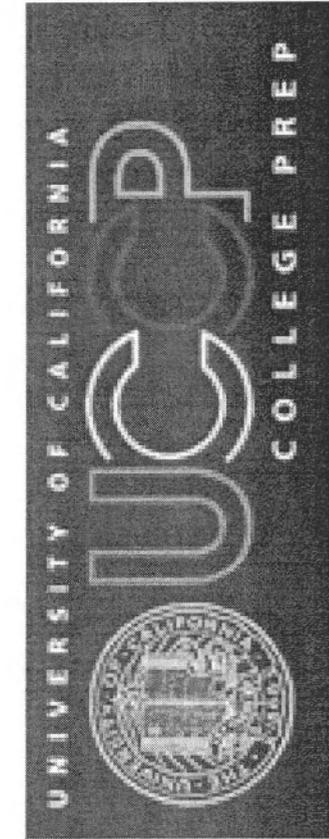
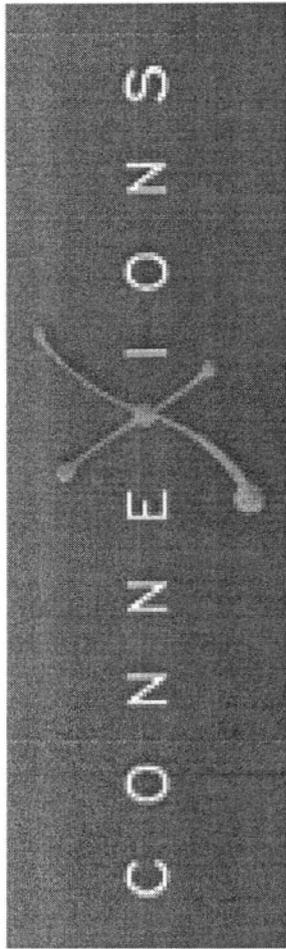
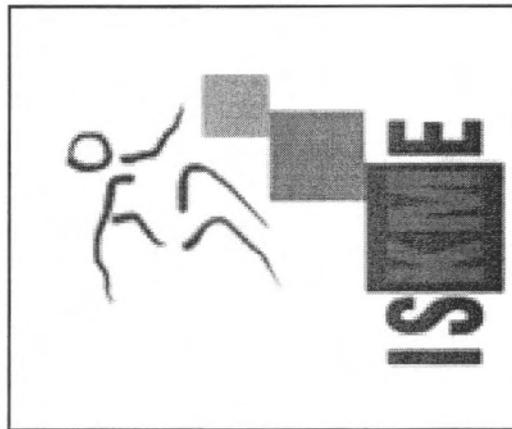
Community College Open Textbook Project

Goals

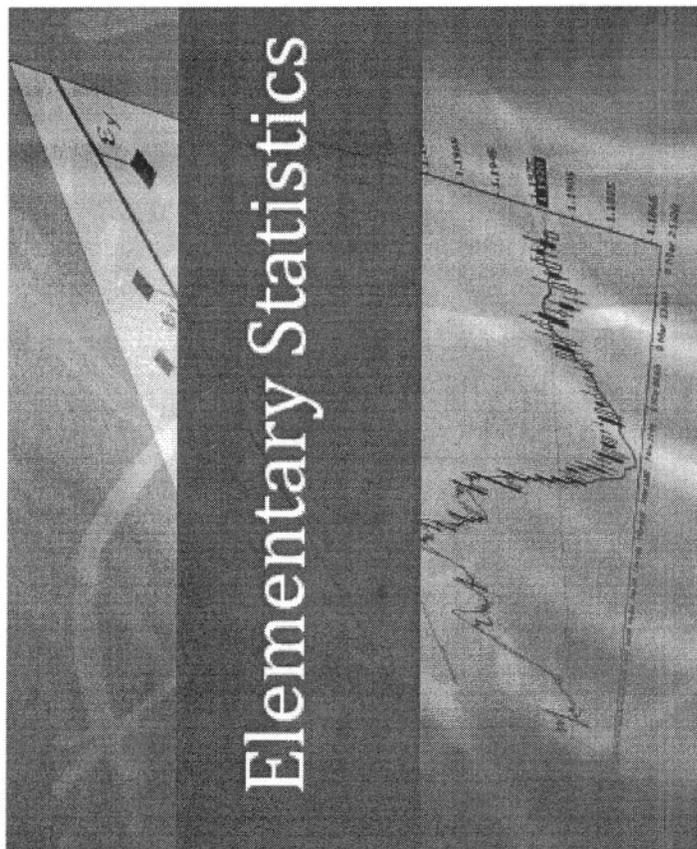
- Increase the scope and membership of CCCOER
- Centralize critical Open Textbook information for use by community colleges
- Document a workflow model for producing and maintaining Open Textbooks
- Design and conduct research studies about the benefits of Open Textbooks
- Develop a business plan to increase sustainability



Project Partners



Statistics Open Textbook Now Available
at Connexions <http://cnx.org/>



Collaborative Statistics
by Barbara Illowsky and Susan Dean

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-3

Date: November 18, 2008

Subject: TriTech Small Business Development Center

Background: Attached for the Board's information is a presentation on Riverside Community College District's Tri Tech Small Business Development Center (SBDC). The TriTech SBDC is part of the Office of Economic Development, and provides assistance and resources for community business development.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: John Tillquist
Dean, Economic Development



CALIFORNIA
SBDC

TriTech

CONTENTS

The TriTech SBDC	2
TriTech Services	2
General.....	2
Community Partnership.....	3
TriTech Clients	4
Minority Small Businesses.....	4
TriTech Funding	4
The TriTech Organization	6
The Counselors.....	6
TriTech Partnerships	7
Internal Partnerships.....	7
External Partnerships.....	7
TriTech Advisory Board.....	8
TriTech Performance	8
Outcomes.....	8
Regional Impact.....	9
Year-to-Date Performance Metrics.....	9
Performance Objectives.....	10
Fiscal Year 2008-09.....	10
Current Results.....	11
Challenges	11

The TriTech SBDC

TriTech is one of five centers of the Office of Economic Development within the Riverside Community College District. TriTech provides assistance and resources for community business development as defined by the California Education Code:

To advance California's economic growth and global competitiveness through high quality education and services focusing on continuous workforce improvement, technology deployment, and business development, consistent with the current needs of the state's regional economies. §88500(a)

To collaborate with other state and local agencies, including partners under the federal Workforce Investment Act of 1998 (Public Law 105-220), and the Technology, Trade, and Commerce Agency, to deliver services that meet statewide and regional workforce, business development, technology transfer, and trade needs that attract, retain, and expand businesses. §88500(d)

TriTech Services

The TriTech Small Business Development Center (the TriTech SBDC) at RCCD helps create new jobs and businesses in the community by assisting local businesses to start and grow. TriTech exposes students to opportunities with local businesses, and mentorships to start and build their own community-based business.

TriTech assists early stage start-up and existing businesses to develop business plans, to get help with questions and issues, to commercialize their products and services, and to find the resources growing businesses need.

This is done through complimentary one-on-one business consulting, workshops, conferences, and training. Students, emerging entrepreneurs, and existing businesses network with each other, learn about resources, and gain practical knowledge to help build their business through these programs.

Funding for the TriTech SBDC comes as grants from the U.S. Small Business Administration (U.S. SBA), the California Community College Economic Workforce Development (EWD) Program, and from local sponsors in the community.

General

TriTech provides services for high-growth businesses and technology-focused entrepreneurs in the Riverside, San Bernardino, and Orange counties. TriTech counsels, trains, and supports these businesses through one-on-one counseling, conferences, and workshops.

Counseling. TriTech offers face-to-face counseling in the Riverside headquarters, at the Orange County satellite offices, and at client sites. These counseling sessions help entrepreneurs develop their business, and to find information and resources about marketing, accounting, commercialization, protection of intellectual property, and community-based services.

Training. TriTech's monthly series of training programs provide information and sources of reference for businesses. Training workshops are usually low-cost (\$25-\$50 per attendee), and are free for college and university students. TriTech hosts workshops in business plan development, investor presentations, funding strategies, building a management team, and protecting intellectual property with patents, trademarks, and copyrights. TriTech also produces web-based seminars to extend support to geographically distant companies and to entrepreneurs unable to attend the workshops.

Conferences. TriTech hosts an annual conference that includes workshops and panel discussions about high technology entrepreneurship and business start-ups. The annual conference features local students and entrepreneurs presenting their commercial ideas to a panel of community-based investors. Funding from these investors enables companies to develop their products, to identify and reach out to target markets, to hire staff, and to build production.

Now in its third year at RCCD, TriTech has held two of these annual "signature" conferences in Riverside. The first, held at the Mission Inn in October 2006, attracted over 120 potential entrepreneurs, investors, and businesses to the event. Last year, the TriTech SBDC conference was held at the University of California-Riverside campus and was attended by over ninety business entrepreneurs, potential entrepreneurs, venture capitalists, faculty and students from the UCR and California State University-San Bernardino. For 2008, the event is scheduled for October 16 at the Riverside Marriott.

Community Partnership

TriTech also works in cooperation with local economic development groups and businesses to advocate for small, community-based businesses. Some of these groups include:

- The cities of Riverside, Anaheim, Norco, and Corona
- The Riverside County Economic Development Agency
- The Tech Coast Venture Network, a non-profit organization for entrepreneurial networking
- The Tech Coast Angels, the largest national angel venture capital group in the United States

- The Riverside Technology CEO Forum
- California State University – San Bernardino’s Inland Empire Center for Entrepreneurship (IECE), the Office of Technology Transfer (OTTC), and the Alliance for Commercialization of Technology (ACT)
- The University of California – Riverside Office of Technology Transfer
- The Chambers of Commerce for Riverside, Norco, and Moreno Valley, and the Hispanic Chamber of Commerce

TriTech Clients

TriTech SBDC works with community businesses, students, and entrepreneurs in technology and other high growth fields. TriTech clients include businesses in software and hardware engineering, advanced materials development, nanotechnology, biomedicine, agricultural products, networking and telecommunications, sensors and optics, Internet services, and search engines among many others. TriTech also works with other types of high-growth companies, such as bicycle-transit centers, movie distribution companies, information security firms and household service directories.

Minority Small Businesses

TriTech actively seeks out emerging entrepreneurs with disabilities, Native Americans, veterans, women- and minority-based businesses, young entrepreneurs, and other targeted association industry groups. Of the 157 active TriTech clients, 29 are ethnic-based businesses (Asian 11, Black / African-American 5 & Hispanic 13) and 10 are women-based businesses.

TriTech Funding

TriTech principle funding is provided by the U.S. Small Business Administration through a grant administered by California State University-Fullerton Auxiliary Services.

Matching funds are required by the grant. One dollar of external sponsorship is required for every two dollars of U.S. SBA grant funding. Cash-match sponsors of TriTech are the City of Riverside, the Riverside County Economic Development Agency, SmartRiverside, and the California Chancellor’s Office. These sponsors provide direct cash contribution to meet the SBA match requirement. TriTech also has other sponsors

who provide in-kind (non-cash) products and services to support operations and events for TriTech.

RCCD does not provide direct funding to TriTech.

The funding sources for TriTech are:

U.S. Small Business Administration	\$292,787
California Chancellors Office, Economic & Workforce Development	\$50,000
City of Riverside	\$37,500
County of Riverside Economic Development Agency	\$37,500
SmartRiverside	\$25,000

Total Annual Funding \$442,787

The California Community College Systems Office requires 40% or more of all funding for TriTech SBDC to be spent on direct counseling activities.

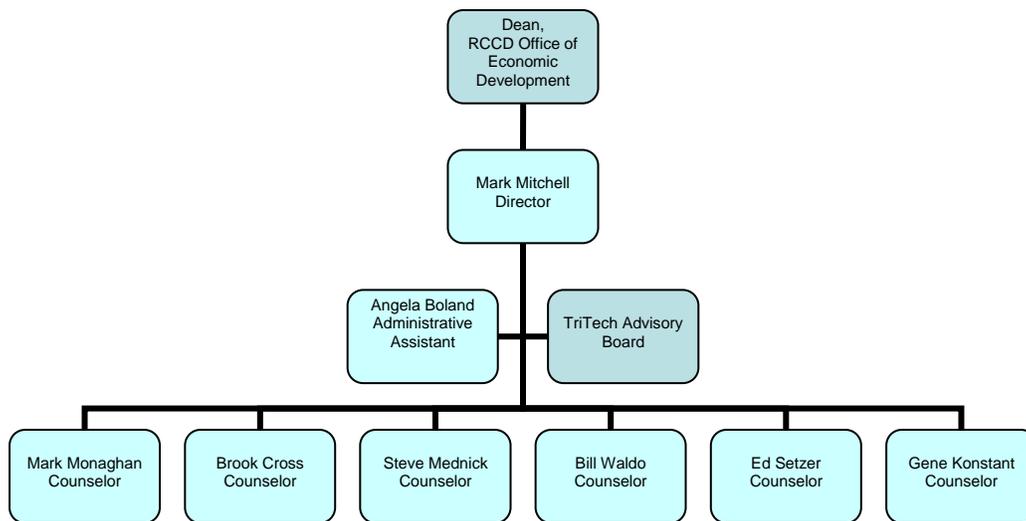
Cash-Match Sponsors

- California Chancellors Office, Economic and Workforce Development
- City of Riverside
- County of Riverside Economic Development Agency
- SmartRiverside

In-Kind Sponsors

- Riverside Community College District
- Manatt, Phelps & Phillips, LLP
- Knobbe, Martens, Olsen & Bear, LLP
- Frank Peters
- The City of Corona

The TriTech Organization



The Counselors

Mark Monaghan	Prior Experience: Founding Principal of The Markus Group; Chief Executive Officer of the Software Council of Southern California; National Manager of New Business Ventures for Sperry Corporation; Executive Vice-President and General Manager of Computer Logics, Ltd.; Director of Operations for Toshiba Information Systems; and Vice President and General Manager of Advanced Media, Inc.
Brook Cross	Prior Experience: Founding principal of strategic consulting firm; Graduate of Stanford University with a Masters from the University of California
Steve Mednick	Prior Experience: Founder of Plenum Revenue Group, LLC; Venture capitalist; Faculty at USC Marshall School of Business
Bill Waldo	Prior Experience: Founder, Supreme Foodservice Sales; President of MarketTech; Investor and membership Chairman for Tech Coast Angels and Keiretsu Forum angel venture capital groups
Ed Setzer	Prior Experience: President of the Real Estate Information division of Experian (previously TRW); Adjunct professor of entrepreneurship at California State University, San Bernardino; MBA from the Stanford Graduate School of Business and a BS in Aerospace Engineering from North Carolina State University
Gene Konstant	Prior Experience: Founder of consulting firm, helping to raise over \$500 million in new funding for start-up companies

TriTech Partnerships

Internal Partnerships

The TriTech SBDC provides access to skilled resources, specialized support, and local referrals through a network of internal and external partnerships. Within the Riverside Community College District, these partners include:

The **Center for International Trade (CITD)**, an organization that focuses on the international trade assistance and resources to potential and existing businesses and individuals in the community.

The **Procurement Assistance Center (PAC)**, a Department of Defense funded initiative providing assistance for local business entities seeking to market their goods and services to the government and to prime contractors.

The **Center for Applied Competitive Technology (CACT)**, operating under an Economic and Workforce Development grant from the California Community College Chancellor's Office, helps local manufacturers access performance-enhancing technologies and techniques.

Customized Solutions, RCCD's business development and training center specializing in contract training and consulting services to community businesses and industry.

External Partnerships

In addition to internal relationships, TriTech has built working relationships externally -- with the Inland Empire SBDC, the Orange County SBDC, the Women's Business Center, the Minority Business Enterprise Center (MBEC), and the Service Corps of Retired Executives (SCORE). TriTech also partners with local businesses, including Southern California Edison, Riverside Public Utilities, SmartRiverside, Comerica Bank, AT&T, Premier Services Bank, and the law firms Jackson Dimarco, Tidus & Peckenpaugh and Knobbe, Martens, Olsen & Bear.

These resources provide specialized supportive and intensive assistance to TriTech clients. These partners also work together as a network, sharing information and resources to collectively promote business development and job growth.

TriTech is also actively involved with entrepreneurial networking organizations. These include the Tech Biz Connection, the Tech Coast Venture Network, and the Orange County Venture Group. TriTech also works actively with the Office of Technology and Commercialization at UCR, the Office of Technology Transfer and Commercialization at

CSUSB, the Entrepreneurship Department at CSUSB, and the American Electronics Association.

These partnerships enable TriTech to identify new entrepreneurs and businesses who can benefit from TriTech services.

TriTech Advisory Board

The TriTech Advisory Board provides guidance, access to resources and people, and assist in the support and operations of the TriTech program. Advisory board members are appointed positions, representing key stakeholders and local small business owners.

Reza Abbaschian, Ph.D.	Dean, Bourns School of Engineering, UCR
Amro Albanna	CEO, Actiga Corporation
Michael Ames, Ph.D.	Faculty, California State University Fullerton
Jill Anderws	U.S. Small Business Administration
Kathy Barr	Director, AT&T
Don Hicks	Exec Director, American Electronics Association
Brad Hudson	City Manager, City of Riverside
Gregory Lee	Economic Development Manger, City of Riverside
Ron Loveridge	Mayor, City of Riverside, City Hall, 7th Floor
Agenor Mafra-Neto, Ph.D.	CEO, ISCA Technologies
Ray Maghroori, Ph.D.	RCC Systems Office
Goran Matijasevic, Ph.D.	Faculty, University of California, Irvine
Ruth Mijuskovic	Partner, Jackson /DeMarco/Tidus/Peckenpaugh
Sarah Mundy	Riverside County Economic Development Agency
Frank Peters	Chairman, Tech Coast Angels
J.Adalberto Quijada	Regional Director, U.S. Small Business Administration
Steve Reneker	Chief Information Officer, City of Riverside
Joseph Schwab, Ph.D.	CEO, Hybrid Plastics
James Shnell	Partner, Jackson / DeMarco / Tidus / Peckenpaugh

The Advisory Board has six standing committees. These are the *Marketing & Fundraising Committee*, the *Board Development Committee*, the *Website Development Committee*, the *Event Committee*, the *Cash Match Committee*, and the *Client Development Committee*. These committees are staffed by advisory board members, local business owners, and community representatives.

TriTech Performance

Outcomes

In fiscal year 2007–08 TriTech SBDC served 157 business owners and entrepreneurs through its comprehensive one-on-one consulting program. Additionally 1,229 business owners,

entrepreneurs and students attended TriTech training workshops, teaching them how to think like an entrepreneur and how to grow a successful business.

In addition, TriTech provided positive community visibility for RCCD, and provided students from RCCD, UC-Riverside, California Baptist University, La Sierra University, and CSU-San Bernardino with exposure, education, and mentorship toward entrepreneurship and business ownership in the community.

Regional Impact

TriTech contributed to meeting the regionally identified needs for Economic Development, Training and Emerging Industries with assistance in getting \$4,521,279 increase in sales, \$5,180,000 in equity funding, and \$800,000 in loans.

TriTech clients created or retained 14 jobs attributed to assistance from TriTech in 2008.

For the period January 1 through June 30, 2008, the economic impact attributed to TriTech for the Inland Empire was \$3.3m in new sales, funding, and increased revenue, and the economic impact for Orange, Los Angeles, and San Diego Counties totaled \$5.1m.

Year-to-Date Performance Metrics

January 1 through June 30, 2008

Measure	Annual Goal	Q1	Q2	Q3	Q4	Total for the year
New Business Start-Ups ¹	8	1	0			1
New Jobs Created	7	9	13			22
Change in Sales		\$886,500	\$2,757,779			\$3,644,279
SBA & Non SBA Loans		\$2,770,000				\$2,770,000
Equity Capital	\$5M	\$1,345,000	\$680,000			\$2,025,000
Totals	\$5M	\$5,001,500	\$3,437,779			\$8,439,279

¹ **NOTE:** New Business Start-Ups is not being reported due to software issue at State Chancellor's Office

Performance Objectives

Fiscal Year 2008-09

- Meet counseling and training milestones as set by the Regional Lead Center and the Economic and Workforce Development Program (EWD);
- Spend no less than 40% of the center's total cash funding on direct client counseling;
- Facilitate and track business start-ups, creation and retention of jobs;
- Facilitate and track the increase of business sales;
- Facilitate and track financial investment in companies;
- Increase regional economic development by facilitating economic development collaborative and partnerships;
- Create appropriate special projects for economic impacts and reach and serve disadvantaged business owners and managers;
- Actively recruit program investors and partners, not limited to the SBA SBDC, ETP, CDBG, banks and other income sources;
- Effectively promote the image of the California Community Colleges Economic and Workforce Development Program and the image of the Regional SBDC programs;
- Work with Initiative Directors, Grant Monitor and Lead Center Directors to maintain open communication and improve Center structure, services, and performance.

Current Results

Benchmark	Objective	Result Q1	Result Q2	Result Q3	Result Q4	Result Cumulative	% Objective
Clients Counseled	Annual 134	76	72			148	110%
Extended Engagement Clients (5 hrs. plus)	Annual 40	19	33			52	130%
Long Term Clients Counseled 5 hrs plus & prep	Annual 54	22	38			60	111%
Consulting Hours	Annual 900	405	629			1036	115%
TriTech Training Seminars	Annual 23	10	8			18	78%
TriTech Attendees	Annual 230	354	350			704	306%
TriTech Program Revenue	Annual	\$1635	\$160			\$1795	
Co-Sponsor Training Events	10	3	3				60%
Co-Sponsor Attendees		236	189			—	
Total Training Attendees	Annual	354	350				

Challenges

Significant changes in the economy, coupled with increasing professional immigration, unemployment, and contraction of the credit markets pose challenges and opportunities for TriTech.

Economic Slowdown. The current national and global economic slowdown directly threatens new and growing small businesses. Tightening credit markets are cutting off needed capital for business operations, reducing slack in receivables and putting pressure

on payroll, accounts receivable, business growth, and product development. As a result, emerging and growth-stage businesses are cutting back, scaling down, or closing their operations.

These conditions are having an adverse effect on late-stage entrepreneurs and growth businesses. The transition from idea to commercial operation requires significant cash, to fund growth, inventories, marketing, production and distribution. Without funding for these transitional companies, TriTech is beginning to see these more mature clients slow their use of TriTech services as they concentrate on keeping their businesses viable, and several businesses have already closed their operations.

At the same time, however, layoffs, increases in the local professional population, and traffic pressures are encouraging more people to start their own business. Demand for very early stage counseling and support is growing. Individuals and partnerships with ideas, prototypes, and concepts that will eventually become commercially viable businesses are increasing in number. TriTech needs to re-tool the counseling, training, and outreach practices to more directly target this early-stage market.

Getting Qualified Clients. As TriTech's client base shifts from more mature growth businesses to very early-stage business ideas, the probability drops that the new client mix will be as successful, profitable, and have positive economic impact as the clients they are replacing. Early-stage companies fail more frequently, and earlier, than the more commercially mature clients TriTech has been serving.

This shift in TriTech's client demographics will both reduce the per-company economic impact (these statistics are reported to the granting and stakeholder agencies), as well as compel TriTech to seek out clients with little-to-no business expertise. Combined, these effects mean that TriTech will need to take on more, and more inexperienced, clients to achieve the same level of economic impact from prior years.

Getting Cash Match Sponsorships. In addition to the direct effects on TriTech clients, the prevailing economic problems are also curtailing the cash-match sponsorships TriTech needs to fully access grant resources. Declines in property and retail tax revenues are pressuring municipalities and county governments to drastically cut back spending. Facing cash liquidity problems of their own, businesses and professional firms are less inclined to provide direct cash sponsorship. And support from state and federal grants looks to be imperiled.

For TriTech, with its one-to-two dollar cash match requirement, there will be increasing pressure on fundraising and attracting sponsorships to reach the \$146K cash match requirement for its present funding. TriTech will need to spend increasing amount of time toward these fundraising activities by demonstrating strong support for existing sponsors and seeking out new sponsors.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-4

Date: November 18, 2008

Subject: Sabbatical Leave Reports

Background: Attached for the Board's information are sabbatical leave reports from Delores Middleton, and Ingrid Wicken.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

Delores Middleton
2007-2008
Sabbatical Report

Sabbatical Leave Report

Faculty: Delores Middleton

Sabbatical Leave: February 18, 2008 through June 12, 2008

The Professional Growth and Sabbatical Leave Committee approved my Sabbatical Leave Request for the spring 2008 semester in May, 2007. This report is a summary of my accomplishments during the sabbatical leave. It was a rewarding educational experience for me and information learned in the process will serve as a foundation for greater educational opportunities and challenges.

During the sabbatical I completed all of the requirements for the degree of Doctoral of Education. As a partial fulfillment of the requirements for the doctoral degree, I completed a research study, which investigated the reliability and predictive validity of the admission selection process for RCCD's physician assistant program. The study is titled, A Predictive Validity Study: Correlation of Admission Variables with Program Completion and Student Performance on the National Certification Examination in a Community College-Based Physician Assistant Program. Findings in the study provided relevant, timely, and useful information not only for the physician assistant program, but for other health professional programs in the District as well. This information can be utilized to improve services to students applying to other health care programs with the goal of improving student outcomes.

The major result of this study was to develop reliable and predictive validity admission criteria for selecting qualified students (with relatively high probability of success) for admission to a community college-based physician assistant program. The study examined the correlation between predictor measures and criterion measures used in the admission selection process. The predictor measures defined in the study were science grade point average (GPAsci), cumulative grade point average (GPAcum), type of work experience, number of clinical hours completed prior to enrollment, entry-level skills, letters of reference score, and personal statement score. The criterion measures were program completion and student performance on the National Certification Examination (NCE). The goal of the study was to determine the direction and magnitude of the relationships of these variables. Summary of the findings indicated that there were both statistically significant and practical indications that demonstrated a relationship between the predictor measures and criterion measures. The GPAsci demonstrated a strong statistically significant correlation with performance on the NCE, a near significant correlation with program completion and a strong statistically significant correlation with student performance in the basic science component of the NCE. There was practical significance or potentially significant correlation between the remaining predictor measures and the criterion measures.

Limitations of the study which merit future research on the data were primarily related to interpretation of pre-enrollment scholastic achievement of the students. First, the GPAcum was not calculated using all college course work completed, only the prerequisite courses required for admission was used in this calculation. Second, the GPAsci was calculated using only anatomy, physiology and microbiology; chemistry and physics prerequisite grades were not included in the GPAsci calculation. In addition, the number of times a course was repeated was not calculated

into the GPAsci or GPAcum because Riverside Community College uses only the highest grade achieved in a subject when determining the students' GPA. Consequently, the true scholastic preparation of the student was not represented in the study.

The study was focused on identifying variables that forecast academic success of students. In order to create a formula to improve success rates without negatively influencing the success of any ethnic group, the study must show that a prerequisite is necessary for success. The validation process must ensure that a student who has not met the prerequisite is highly unlikely to succeed; therefore a criterion-related validity must be established. To accomplish this task the data used must represent the students' true previous academic performance. Limitations in the study must be addressed to enhance the reliability and validity of the findings. I am now engaged in a follow up investigation of the data utilizing more accurate calculations for both the GPAcum and the GPAsci to address this issue.

This is a very brief overview of the study. I have attached a copy of my dissertation which provides a detailed summary of my findings, the limitations of the study and implications of practice. If additional information is required, I will gladly submit what is needed.

In closing, I would like to thank the PG&SL committee and the RCCD Board of Trustees for their support in awarding me the time to engage in this research which will benefit RCCD, its professional health programs, and its students for many years to come. Thank you also for providing me with the time to pursue this intellectual experience.

Sincerely,

Delores Middleton, Ed.D.

Ingrid Wicken
Sabbatical Report
2007-2008

Sabbatical Report
For
Ingrid Wicken

Scandifornia: The History of Ski Jumping in California

During my 1999-2000 sabbatical, I researched and wrote *Pray for Snow: The History of Skiing in Southern California*. With the help of Terry Keiser, Associate Professor of Graphics Technology at the city campus, the manuscript was transformed into a book in March 2002. This was the first book ever written on the history of skiing in Southern California. In November 2007, I completed *Skiing in Southern California*, published by Arcadia Publishing. Both of these books have won awards from the International Ski History Association.

The history of skiing in Southern California has long been ignored or neglected and that is what inspired me to write *Pray for Snow*. I became fascinated with ski jumping and the fact that it was hugely popular in California and other states in the 1930s. Yet, there is virtually no documentation on the history and development of ski jumping in the United States. I included some ski jumping history in *Pray for Snow*, but felt a more complete account of its history and influence throughout California was needed.

Through my research and writing I have established a reputation as the preeminent historian of Southern California ski history. *Pray for Snow* is frequently cited in skiing books and papers and I am frequently consulted for information and photographs from ski scholars all over the world. My reputation as the foremost authority on Southern California skiing is also based on the library and archive that I have developed over the last thirty years. My collection of more than 2,300 ski books, thousands of magazines, brochures, photographs, and archives of some of California's historic ski journalists are all housed on my property (www.skilibrary.com). My personal archive proved to be an invaluable resource for my work on ski jumping.

Many of my travels focused on not only tracking down historical information, but also historic photographs and illustrations. For readers of history, a picture truly is worth a thousand words and can create a livelier, more stimulating publication. Local historical societies and museums often hold a treasure trove of photographs and I have accumulated nearly 100 pertinent photographs and illustrations from my travels.

The hours spent researching and writing this manuscript reflect my continued commitment to the ongoing development of personal knowledge in my Faculty Service Area. The discovery and exchange of new information and ideas with colleagues, researchers, and sport historians all over the world inspires continued commitment to teaching excellence. The completion of this project has also created the opportunity for presentation at a scholarly congress. I will be presenting a paper based on my research at the 2009 International Ski History Congress, "The Spirit of Skiing - From Skiing to Snowsports: Cultures, Images & Adventures" to be held in Mammoth Lakes, California, March 29-April 3, 2009 (www.2009internationalskihistorycongress.org).

Shortly after I finished teaching summer 2007 classes, I traveled to Northern California to visit locations with potentially relevant material. I drove to Sacramento on August 19 and began my research on Monday, August 20. I visited the California State Library and looked at:

1. Holmes, B.G. *Letters of the Early Pioneers of Big Bear Lake* (prior to 1930). 1955
2. *California Out-of-Doors*, Vol. 1, No. 1, December 1914

3. Bishop, Isabella Lucy (Bird). Journey to Truckee
4. Lake Tahoe and the High Sierra by A.J. Wells. 1906
5. Lake Tahoe California by Claire McDonald. 1929
6. Chamber of Commerce boxes 2239, 2240

Of the six items above, only two proved to be significant. California Out-of Doors had a cover story and photographs of a Sierra Club winter visit to Truckee. The Chamber of Commerce archive holds a wealth of information on the critical role the California Chamber of Commerce played in promoting and assisting the growth and development of skiing all over the state. On Tuesday, August 21, I returned to the California State Library to view more of the California State Chamber of Commerce Board of Director's Minutes. I also viewed various newspapers on microfilm: Sacramento Bee, San Francisco Chronicle, Tahoe Tattler (June 28, 1935-August 22, 1941), Lassen Advocate (June 20, 1924-March 27, 1925; February 23, 1938-March 31, 1938). I requested Xerox copies of winter sports reports in the Chamber of Commerce files and printed numerous articles from the newspaper microfilm. I also discovered that the California State Library had two promotional ski films produced by the California State Chamber of Commerce. The State Library loaned me these two films so that I could have them transferred to DVD.

On Wednesday, August 22, I left Sacramento and drove to Mt. Shasta City where I visited the Sisson Museum. The museum had a scrapbook of 1930s and 1940s newspaper articles, programs, advertisements, and other memorabilia of the Mt Shasta Snowmen. I made numerous Xerox copies and scanned some of the program covers and advertisements for possible illustrations for my book. In late afternoon, I left Shasta and began to drive to the Lassen area. I stopped at Rocky Campground and spent a nice star-filled night in a virtually empty (me and one other party) campground.

On Thursday, August 23, I continued my drive to Lassen National Park. Once through the park, I stopped at the ranger station at Mineral. At their recommendation, I traveled to visit ranger stations at Almanor and Susanville. While in Susanville, I also visited the Lassen Historical Museum. None of these locations housed any ski-related material in their archives. It can be a bit disheartening to come up empty handed, but it is necessary to look in every possible location even though the search may prove to be fruitless. It was now evident that most of my information on Shasta and Lassen would come from newspaper archives and the Shasta Collection housed at Siskiyou College in Weed, California. I had previously contacted them and they had sent me copies of all the ski-related information in their possession.

During the first two weeks of September, I began organizing and compiling notes from the material I gathered in Northern California. On September 25-28, I visited the San Bernardino Public Library, looking at microfilm of the San Bernardino Sun. I was particularly interested in pre-1930s material. Since the San Bernardino Sun is not indexed, I had the tedious job of visually scanning newspapers for relevant material. I focused on the months of January and February, when most winter sports events took place, and the years 1915-1926. On October 14-16, I spent 4-5 hours per day in the Tomas Rivera Library at the University of California, Riverside. I was able to view the online archives of the Los Angeles Times and New York Times and found many, many articles relevant to my research.

My personal collection also proved to be a valuable source of material for my project. I own the complete personal archives of Ethel Van Degrift, ski writer for the Los Angeles Times from the 1930s to the 1950s, and Carson White, longtime ski writer for the San Francisco Examiner. I also have Xerox copies of the archives of Frank Elkins, former ski writer for the New York Times. In addition to these archival sources, I also accessed the American Ski Annual, and vintage ski magazines Western Skiing and

Ski Illustrated. With the material I gathered in Northern California and the material from my own library, I began writing in mid-November.

As I reviewed the resources I had gathered and began writing, the scope of the book became clearer. I initially planned to cover the history of California ski jumping to the present, but realized that ski jumping faded in participation and popularity after World War II. This demise was largely due to the advent of ski lifts and the beginning of downhill skiing. Ski jumping required bravery and nerve, and was not for the faint of heart. This limited participation in the sport to a fearless few. Once lifts began to flourish and skiers no longer had to ski uphill to earn their downhill turns, skiers flocked to lift-served ski hills. Ski jump hills became a thing of the past as the popularity of downhill skiing overtook that of ski jumping.

I also decided to exclude Yosemite from my research. Some ski jumping did take place there, but it was a minor player and the ski jumping events there were short-lived.

After writing throughout most of the fall and throughout January, February, and March, it became evident that I would need to travel to Northern California again. I drove to Reno on Friday, April 11. Saturday and Sunday, April 12 and 13, were spent at the Western Skisport Museum near Donner Pass looking at a variety of publications, scrapbooks, and archives. I made scans of California State Chamber of Commerce advertisements, winter sport related covers of the California Journal of Development, ski jumping programs, and ski jumping photographs. I made Xerox copies of Ludwig "Vic" Hasher's scrapbook. Hasher was an early California skier and member of Los Angeles' Viking Ski Club. On Monday, April 14, I visited the North Lake Tahoe Historical Society in Tahoe City. They had a wonderful scrapbook from a pioneer Tahoe skier, Marie Henry. The scrapbook had many photographs from the 1932 National Ski Championships held at Lake Tahoe. I was not allowed to use my own scanner there, but requested and received scans of twenty-two photographs from the scrapbook. On Tuesday, April 15, I visited the Truckee-Donner Historical Society. I was given a tour of the old Truckee Jail and the historical society office. The historical society has numerous photograph collections and I did view some ski photographs, but since the organization is run by volunteers I was not able to acquire any scans of photographs on this trip. I would have to contact them again and would evidently have to meet with a volunteer who is more familiar with the photo collections and the policies and procedures for researchers to acquire copies of photographs. On Wednesday, April 16, I drove to Sacramento. On Thursday, April 17, I visited the California State Library. I reviewed the monthly magazine that was published by the California State Chamber of Commerce, California: Magazine of the Pacific. I made Xerox copies of winter sports related articles from 1927 to 1938. On Friday, April 18, I traveled to the San Francisco Public Library where I looked at photograph files from the now defunct San Francisco Call-Bulletin. I was specifically looking for photographs of the ski jumping tournaments that were held at Treasure Island during the 1939 Golden Gate International Exposition in San Francisco. I did not find any pictures of these tournaments, but did find photographs of prominent California jumpers as well as jumping in Truckee. I ordered and received scans of eleven photographs from their collections.

I returned to writing in May, June, and July and completed a rough draft of the manuscript by the end of July. I spent the month of August making corrections and editorial changes. Throughout my sabbatical I acquired approximately 100 photographs and other illustrations that will enhance the text. The manuscript is approximately 110 pages and I will soon begin seeking a publisher.

The time afforded by my sabbatical allowed me to complete the first and only history of ski jumping in California. My research and resulting manuscript has broadened the literature of the history of skiing, providing historians, educators, athletes, and others with a history that heretofore had not been told. The completion of this manuscript and its eventual publication also contributes to RCC's traditions of professionalism, innovation, and scholarship.

Through my research I have acquired greater personal knowledge of local sport history that can be applied to the courses I teach. The growth, development, and impact of ski jumping throughout the state and the social factors that shaped this development - immigration, the Great Depression, World War II, technological advances- can illustrate the effect these and other issues can have on sporting and recreational activities.

It is interesting to note that it was a minority group of immigrants who brought the sport of ski jumping to the United States and it was this sport that brought the possibility and eventual popularity of winter sports to California. More than seventy years later, another minority group is attempting to break new barriers in ski jumping. The International Olympic Committee has denied women the opportunity to compete in the 2010 Winter Olympic Games in Vancouver, Canada. Despite overwhelming support for women's ski jumping, the IOC ruled against allowing women to compete in an Olympic event that men have competed in for over 80 years. Ski Jumping is the only winter Olympic sport in which women are not allowed to compete. When announcing their decision, the IOC stated that "their development is still in the early stage thus lacking the international spread of participation and technical standard required." Perhaps the eventual publication of this manuscript will have a positive impact in the fight for the inclusion of women's ski jumping in the winter Olympic Games.

The opportunity to conduct original research and complete a manuscript based on that research, is not only beneficial to me, but to Riverside Community College and the students who participate in my courses. My continued work in ski history has brought recognition to me as one of the premier historians of California ski history and therefore reflects RCC's commitment to scholarly achievement and teaching excellence. My work has resulted in the publication of two books, with the current manuscript most probably becoming the third.

The research and publication of these books and manuscripts has been possible only because of the time provided by a sabbatical leave. I want to express my greatest thanks to the District's Board of Trustees and the Professional Growth and Sabbatical Leave Committee for the opportunity to continue my research in the field of skiing history.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING
November 11, 2008, 7:15 p.m.
Student Services 101, Moreno Valley Campus

Committee Members: Mark Takano, Committee Chairperson
Virginia Blumenthal, Vice Chairperson
James L. Buysse, Vice Chancellor, Administration and
Finance
Melissa Kane, Vice Chancellor, Diversity and Human
Resources
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Tim Brown, Academic Senate Representative (Riverside)
Patricia Worsham, Academic Senate Representative (Norco)
Amber Casolari, CTA Representative (Riverside)
Shari Yates, CTA Representative (Riverside)
Mike Cluff, CTA Representative (Norco)
Gustavo Segura, CSEA Representative (Moreno Valley)
Tamara Caponetto, CSEA Representative (Norco)
Tish Chavez, Confidential Representative (Riverside)
Zulma Michaca, ASRCCD
Meshay Brown, ASRCCD

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Comparison of District Modularity Project Costs 2004 and 2008
- The Committee to consider information relative to costs for the District Modularity Project.
2. 2007-2008 Proposition 39 Financial and Performance Audits
- The Committee to review financial and performance audits of the Measure C general obligation bonds for the year ended June 30, 2008.
3. Sublease with Riverside County Economic Development Agency for the Culinary Academy
- The Committee to consider a sublease agreement to provide office, classroom and laboratory facilities at the Culinary Academy through October 31, 2009.
4. 2008-2009 State Budget Update

- Staff to present the Committee with an update relative to the State budget.

5. Comments from the public

Adjourn

Prepared by: Charlotte Zambrano
Administrative Assistant,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: November 18, 2008

Subject: Comparison of District Modularity Project Costs 2004 and 2008

Background: During the Resources Committee Meeting of October 21, 2008, a question was raised regarding the comparison costs of the original 2004 installation of modular buildings at the Lovekin Complex, and the current modular relocation project at both Riverside City and Moreno Valley campuses. In order to provide for interim housing during the renovation of the Quadrangle Building Reconstruction project, 52 modular buildings (totaling 49,920 square feet) were added to the Riverside City campus at a minimum District standard. The project development cost was \$1,870,323, and \$2,298,136 was paid to purchase the modular buildings. These temporary modular buildings were installed with the express understanding that once the Quadrangle was re-occupied, the buildings would be repurposed.

To that end, the current project relocates and reconfigures these same 52 buildings, but with a much higher level of program driven facility development. Costs for this project currently stand at \$4,772,543, including the purchase of two restroom buildings. In contrast to the original interim housing project, the current project consists of relocating sixteen (16) modular classrooms (totaling 17,280 square feet) from Riverside City to the Moreno Valley campus. Not only were these buildings relocated, but all of the original 52 classrooms were remodeled to include a more robust data infrastructure, and 24 of these classrooms were converted to seven (7) wet laboratories and seventeen (17) office buildings to meet current program needs. Also constructed were two (2) modular restroom buildings and their associated utilities at the Moreno Valley campus. Additionally, extensive site development costs were incurred at Moreno Valley due to a lack of available building pads and utilities. The vacated building pads at the Riverside City campus were landscaped to restore the campus to its original condition.

Lastly, another factor to be considered was that between 2004 and 2008, the Consumer Price Construction Inflation Index calculated that construction costs increased over 9 percent, and as a result of all of these factors, bids were received May 2008 in the amount of \$3,456,789.

Information Only

Irving G. Hendrick
Interim Chancellor

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

C. Michael Webster
Riverside Community College District Planning Consultant
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: November 18, 2008

Subject: 2007-2008 Proposition 39 Financial and Performance Audits

Background: In accordance with the provisions of Proposition 39, independent financial and performance audits of the Measure C general obligation bonds were performed by Vicenti, Lloyd and Stutzman LLP. A representative of the firm will be available to present the reports. Results of the audits are summarized below.

Audit Findings

There were no findings or questioned costs related to the audits of the Measure C general obligation bonds for the year ended June 30, 2008.

Recommended Action: It is recommended that the Board of Trustees receive the independent Proposition 39 Financial and Performance Audits of the Measure C general obligation bonds for the year ended June 30, 2008.

Irving G. Hendrick
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COUNTY

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

June 30, 2008

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

June 30, 2008

CONTENTS

	<u>Page</u>
Financial Audit of the General Obligation Bond Funded Capital Outlay Projects:	
Independent Auditors' Report on Proposition 39 General Obligation Bond Funded Capital Outlay Projects	1-2
Balance Sheet.....	3
Statement of Revenues, Expenditures and Change in Fund Balance	4
Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual	5
Notes to Financial Statements.....	6-10
Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	11-12
Schedule of Findings and Questioned Costs.....	13
Performance Audit of the General Obligation Bond Funded Capital Outlay Projects:	
Independent Auditor's Report on Proposition 39 General Obligation Bonds Funded Capital Outlay Projects Compliance Requirements.....	14
Objectives and Scope of Performance Audit.....	15
Background Information.....	16
Procedures Performed.....	17
Conclusion	18
Bond Project Summary	19



**INDEPENDENT AUDITORS' REPORT ON
PROPOSITION 39 GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have audited the accompanying Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2008. These statements are the responsibility of the District's management. Our responsibility is to express an opinion on these statements based on our audit. The financial statements of the General Obligation Bond Funded Capital Outlay Projects of Riverside Community College District as of June 30, 2007 were audited by other auditors whose report dated September 13, 2007 expressed an unqualified opinion on those statements.

We conducted our audit of the General Obligation Bond Funded Capital Outlay Projects in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements for the General Obligation Bond Funded Capital Outlay Projects are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the General Obligation Bond Funded Capital Outlay Projects financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2008, in conformity with accounting principles generally accepted in the United States of America.

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2008 on our consideration of the Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



VICENTI, LLOYD & STUTZMAN LLP

September 30, 2008

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BALANCE SHEET

GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

June 30, 2008

ASSETS

Cash in County Treasury	\$ 89,330,256
Accounts Receivable	<u>23,486</u>

TOTAL ASSETS	\$ <u>89,353,742</u>
---------------------	-----------------------------

LIABILITIES AND FUND BALANCE

LIABILITIES

Accounts Payable	\$ <u>2,866,501</u>
TOTAL LIABILITIES	<u>2,866,501</u>

FUND BALANCE

Designated	<u>86,487,241</u>
TOTAL FUND BALANCE	<u>86,487,241</u>

TOTAL LIABILITIES AND FUND BALANCE	\$ <u>89,353,742</u>
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The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

For the Fiscal Year Ended June 30, 2008

REVENUES

Revenue from Local Sources

Local Revenues	\$ 222,728
Interest and Investment Income	<u>4,410,239</u>

TOTAL REVENUES 4,632,967

EXPENDITURES

Other Services	1,147,470
Capital Outlay	17,317,073
Other Outgo	<u>252,824</u>

TOTAL EXPENDITURES 18,717,367

Deficiency of revenues over expenditures (14,084,400)

Fund Balance at Beginning of Year 100,571,641

Fund Balance at End of Year \$ 86,487,241

The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
 BUDGET AND ACTUAL - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
 For the Fiscal Year Ended June 30, 2008**

	<u>Budget *</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
REVENUES			
Revenue from Local Sources			
Local Revenues	\$ 218,502	\$ 222,728	\$ 4,226
Interest and Investment Income	<u>3,500,000</u>	<u>4,410,239</u>	<u>910,239</u>
TOTAL REVENUES	<u>3,718,502</u>	<u>4,632,967</u>	<u>914,465</u>
 EXPENDITURES			
Other Services	1,264,575	1,147,470	117,105
Capital Outlay	57,746,925	17,317,073	40,429,852
Other Outgo	<u>252,824</u>	<u>252,824</u>	<u>-</u>
TOTAL EXPENDITURES	<u>59,264,324</u>	<u>18,717,367</u>	<u>40,546,957</u>
 Deficiency of revenues over expenditures	<u>\$ (55,545,822)</u>	(14,084,400)	<u>\$ 41,461,422</u>
 Fund Balance at Beginning of Year		<u>100,571,641</u>	
 Fund Balance at End of Year		<u>\$ 86,487,241</u>	

* The budget for revenues reflects estimated amounts to be received in the current year. The budget for expenditures reflects amounts remaining and available for current and subsequent years' expenditures and does not necessarily coincide with actual planned expenditures in the current year.

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2008**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

ACCOUNTING POLICIES

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.

FUND STRUCTURE

The Statement of Revenues, Expenditures, and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, these statements do not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

BASIS OF ACCOUNTING

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

During the year, Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

BUDGET

The Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual includes a column entitled “Budget”. The amounts in this column represent the budget adopted by the Board and all amendments throughout the year.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2008**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

CAPITAL ASSETS AND LONG-TERM DEBT

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects are accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the Riverside Community College District.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS:

There were no excesses of expenditures over appropriations, by major object accounts.

NOTE 3 – BONDED DEBT:

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

The outstanding related bonded debt for the Riverside Community College District at June 30, 2008 is:

<u>Issue Date</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	<u>Outstanding July 1, 2007</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2008</u>
2004A	4.00-5.25%	2030	\$ 55,205,000	\$ 3,475,000	\$	\$	\$ 3,475,000
2004B	3.63-4.50%	2008	9,795,000	1,545,000		1,545,000	-
2005 Refunding	3.00-5.00%	2025	58,386,109	55,596,109		475,000	55,121,109
2007C	4.00-5.00%	2033	90,000,000	90,000,000		6,020,000	83,980,000
			<u>\$ 213,386,109</u>	<u>\$ 150,616,109</u>	<u>\$ -</u>	<u>\$ 8,040,000</u>	<u>\$ 142,576,109</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2008**

NOTE 3 – BONDED DEBT: (continued)

Series A & B

In August 2004, the District issued the General Obligation Bonds, Series A and B in the amounts of \$55,205,000 and \$9,795,000, respectively. Series A Bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District’s outstanding Certificates of Participation (1993 Financing Project). The Series B Bonds were issued to advance refund the District’s outstanding Certificates of Participation (2001 Refunding Project).

The annual requirements to amortize Series A bonds payable, outstanding as of June 30, 2008, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2009	\$	\$ 146,075	\$ 146,075
2010		146,075	146,075
2011		146,075	146,075
2012	500,000	136,075	636,075
2013	620,000	113,675	733,675
2014-2018	1,845,000	220,056	2,065,056
2019-2023	135,000	120,156	255,156
2024-2028	180,000	71,663	251,663
2029-2030	195,000	7,563	202,563
	<u>\$ 3,475,000</u>	<u>\$ 1,107,413</u>	<u>\$ 4,582,413</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2008**

NOTE 3 – BONDED DEBT: (continued)

Refunding

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District’s General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds.

The annual requirements to amortize Refunding bonds payable, outstanding as of June 30, 2008, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Accreted Interest Component</u>	<u>Total</u>
2009	\$ 1,260,000	\$ 2,503,276	\$	\$ 3,763,276
2010	1,495,000	2,440,763		3,935,763
2011	1,740,000	2,366,249		4,106,249
2012	1,252,016	2,310,499	577,984	4,140,499
2013	876,061	2,298,250	1,138,939	4,313,250
2014-2018	9,268,032	11,164,625	4,876,968	25,309,625
2019-2023	25,090,000	6,933,750		32,023,750
2024-2025	14,140,000	723,750		14,863,750
	<u>\$ 55,121,109</u>	<u>\$ 30,741,162</u>	<u>\$ 6,593,891</u>	<u>\$ 92,456,162</u>

Capital appreciation bonds were issued as part of the 2005 refunding issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the Riverside Community College District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
 June 30, 2008**

NOTE 3 – BONDED DEBT: (continued)

Series C

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds.

The annual requirements to amortize Series C bonds payable, outstanding as of June 30, 2008, are as follows:

Year Ended June 30,	Principal	Interest	Total
2009	\$ 5,125,000	\$ 3,952,550	\$ 9,077,550
2010	5,160,000	3,746,850	8,906,850
2011	5,185,000	3,534,575	8,719,575
2012		3,425,500	3,425,500
2013		3,425,500	3,425,500
2014-2018		17,127,500	17,127,500
2019-2023		17,127,500	17,127,500
2024-2028	24,080,000	15,392,250	39,472,250
2029-2033	44,430,000	4,796,750	49,226,750
	<u>\$ 83,980,000</u>	<u>\$ 72,528,975</u>	<u>\$ 156,508,975</u>

NOTE 4 – PURCHASE COMMITMENTS

As of June 30, 2008, the District was committed under various capital expenditure purchase agreements for bond projects totaling approximately \$109,627,000.



**REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have audited the Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the fund financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's General Obligation Bond Funded Capital Outlay Projects financial statements that is more than inconsequential will not be prevented or detected by the District's internal control.

**REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

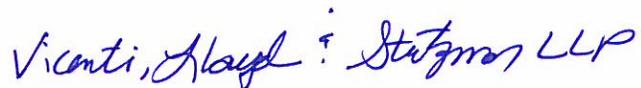
A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the General Obligation Bond Funded Capital Outlay Projects financial statements will not be prevented or detected by the District's internal control.

Our consideration of internal control over General Obligation Bond Funded Capital Outlay Projects financial reporting was for the limited purpose described in the first paragraph of this section and could not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverside Community College District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests of the General Obligation Bond Funded Capital Outlay Projects disclosed no instances of noncompliance and other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the District's Board of Trustees, the Citizens' Bond Oversight Committee and District management. It is not intended to be and should not be used by anyone other than these specified parties.



VICENTI, LLOYD & STUTZMAN LLP

September 30, 2008

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**FINANCIAL AUDIT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2008**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2008.



**INDEPENDENT AUDITORS' REPORT ON
PROPOSITION 39 GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS
COMPLIANCE REQUIREMENTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have examined the Riverside Community College District's compliance with the performance requirements for the Proposition 39/Measure C General Obligation Bonds for the period ended June 30, 2008, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for the Riverside Community College District's compliance with those requirements. Our responsibility is to express an opinion on the Riverside Community College District's compliance with such requirements thereof based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Riverside Community College District's compliance with specified requirements.

In our opinion, the Riverside Community College District complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2008.

Vicenti, Lloyd & Stutzman LLP
VICENTI, LLOYD & STUTZMAN LLP

September 30, 2008

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2008**

OBJECTIVES

The objectives of our performance audit were to:

- Document the expenditures charged to the Riverside Community College District General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.
- Note any incongruities or system weaknesses and provide recommendations for improvement.
- Provide the District Trustees and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2007 to June 30, 2008. The expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2008 were not reviewed or included within the scope of our audit or in this report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2008**

BACKGROUND INFORMATION

In November, 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related State legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in State law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct, an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program have been expended only for the authorized bond projects.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2008**

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the period of July 1, 2007 to June 30, 2008, for the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program. Within the period audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Proposition 39 and Measure C as to the bond projects. We performed the following procedures: --

- We reviewed the projects listed to be funded with general obligation bond proceeds as set out in the Measure C election documents.
- We selected a sample of expenditures for the period under audit and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were generally expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects and we verified that funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were not used for salaries of school administrators or other operating expenses of the District.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2008**

CONCLUSION

Based upon our procedures performed, we found that for the items tested, the Riverside Community College District has properly accounted for the expenditures of the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program and that such expenditures were made for authorized bond projects. Furthermore, it was noted that the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program, and expended by the District, were not expended for salaries of school administrators or other operating expenditures.

We did not have any findings and recommendations as a result of our audit.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
BOND PROJECT SUMMARY
June 30, 2008**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$74,389,213 through June 30, 2008 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2007	2008 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2008
Parking Structure - Riverside	\$ 20,949,896	\$ 20,928,998	\$ 10,875	\$ 20,939,873
PE Complex / Athletic Field Phase I - Riverside	4,516,435	4,516,435		4,516,435
Lovekin Complex (Swing Space)	3,958,308	3,958,308		3,958,308
Quad Modernization Project	8,920,992	5,892,143	2,780,222	8,672,365
RCC System Office - Purchase Option	2,629,982	2,629,982		2,629,982
MLK Renovation	1,010,614	1,010,614		1,010,614
Bridge Space Project	1,175,132	1,175,132		1,175,132
Phase III - Norco	10,147,826	903,889	1,519,977	2,423,866
District Computer / Network / Phone Upgrades	1,381,044	532,444	757,077	1,289,521
Scheduled Maintenance - District Match for				
State Allocation	885,427	632,603	252,824	885,427
Administration Building Remodel	186,100	186,100		186,100
Business Education Building Remodel	129,325	129,325		129,325
Nursing / Sciences Building Riverside	25,850,533	1,304,596	1,184,080	2,488,676
Phase III - Moreno Valley	1,157,320	513,275	132,009	645,284
Physical Education Phase II	190,631	190,631		190,631
Feasibility and Planning	180,361	103,228	65,020	168,248
Innovative Learning Center	7,653,605	4,250,987	1,848,970	6,099,957
Moreno Valley Secondary Effects	288,919	276,348	7,259	283,607
Norco Campus Room Renovations	100,020	100,019		100,019
Riverside Food Services Remodel	1,045,268	25,813	159,581	185,394
MoVal Food Services Remodel	1,956,615	71,050	33,047	104,097
Infrastructure Studies Project	484,451	465,695	989	466,684
Moreno Valley Hot Water Loop System	891,296	153,541	716,307	869,848
Emergency Phones Installation Project	379,717	379,717		379,717
Noresco Utility Retrofit Improvement	6,185,920	3,202,172	2,396,479	5,598,651
Modular Redistribution Norco/MoVal/BC/Riv	10,210,988	1,144,862	4,243,311	5,388,173
ECS Upgrade/Retrofit Norco/MoVal	625,327	56,467	34,020	90,487
PBX Operations Center Riv/Nor/MV	625,550	27,212	454,247	481,459
Phys/Life Science 2ndary Effects StSvc	32,500	32,500		32,500
Norco Campus Student Support Center	19,994,500	58,438	764,187	822,625
Staff Costs	200,271	66,432	72,750	139,182
Long Range Master Plan Project	1,460,384	619,115	819,962	1,439,077
Construction Management Services	182,775	62,775	117,556	180,331
Logic Domain CPMX	96,000	71,000	12,500	83,500
Aquatic Pool Project	5,000,000		115,532	115,532
Norco Soccer Field	4,616,480		218,586	218,586
Total Capital Outlay	145,300,512	55,671,846	18,717,367	74,389,213
Series A Refunding Escrow	57,686,474	57,686,474		57,686,474
COPS Payoffs	11,582,873	11,582,873		11,582,873
Costs of issuance	2,836,264	2,836,264		2,836,264
Debt service	2,835,612	2,835,612		2,835,612
Election costs	98,236	98,236		98,236
Total Other Financing Uses	75,039,459	75,039,459	-	75,039,459
TOTALS	\$ 220,339,971	\$ 130,711,305	\$ 18,717,367	\$ 149,428,672

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: November 18, 2008

Subject: Sublease with Riverside County Economic Development Agency for the Culinary Academy

Background: Attached for the Board's review and consideration is a sublease agreement between Riverside Community College District (RCCD) and Riverside County Economic Development Agency (EDA), to supply office space and adequate classroom and laboratory facilities to operate the Culinary Academy, at a rate of \$11,359.95 per month. Although the term of the agreement is from July 1, 2008 through October 31, 2009, RCCD operated under the previous sublease that allowed month-to-month payments while specifics of the new sublease were negotiated. The new lease rate represents an increase of \$795.38 per month. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the sublease to supply office space and adequate classroom and laboratory facilities at the Culinary Academy, for the term of July 1, 2008 through October 31, 2009, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Ron Vito
Vice President, Career and Technical Programs

SUBLEASE

(Economic Development Agency,
1151 Spruce Street, Riverside, California)

The **COUNTY OF RIVERSIDE**, herein called County, subleases to **RIVERSIDE COMMUNITY COLLEGE DISTRICT**, herein called Sublessee, the property described below upon the following terms and conditions:

1. Recitals. County holds a leasehold interest, as Lessee, under that certain Lease Agreement between Daniel C. Burke, Michael P. Burke, Adrienne C. Burke and Elaine Ortuno, Lessor and County (herein defined as the "Master Lease") pertaining to the property described below.

2. Description. The subleased premises hereby consist of approximately 6,600 square feet of office space and 4,219 square feet of shared common space located within that certain building located at 1151 Spruce Street, Riverside, California, as more particularly described in Exhibit "A", attached hereto and by this reference made a part of this Sublease.

3. Use.

(a) The premises are subleased to Sublessee solely for the purpose of providing office space with non-proprietary rights.

(b) Sublessee shall have the use of the subleased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for Lessee and the public.

(c) The subleased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall be in the absolute discretion of County.

4. Term.

(a) The Term of this Sublease shall be for a period of sixteen (16) months effective as of July 1, 2008 and terminating October 31, 2009.

(b) Any holding over by Sublessee after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Sublease.

5. Rent. Sublessee shall pay the sum of \$11,359.95 per month to County through its Economic Development Agency as rent for the subleased premises, payable, in advance, on the first day of the month. In the event Sublessee cannot take useful occupancy of the subleased premises until after the first day of the month, the

1 rentals for the first and last month shall be pro-rated on a thirty (30) day calendar basis,
2 payable on the date of occupancy for the first month and on the first day of the last
3 month. Rent shall be increased based upon the annual rental increase in the Master
Lease, and on the same date as in the Master Lease, as herein defined.

4 **6. Custodial Services.** Sublessee shall be responsible for all custodial
5 within the Culinary, including, but not limited to, carpet and tile floors, Lessor to provide
custodial services to the restrooms in the Culinary.

6 **7. Utilities.** Sublessee shall provide and pay for telephone services. EDA
7 shall provide and pay all other utility services.

8 **8. Maintenance/Repairs.** Lessor shall maintain the exterior of the
9 subleased premises in good working order and repair. Master Lease holder agrees to
10 allow sublessee, through its maintenance/engineering department, to maintain the
11 interior of the premises and to make repairs within the restaurant premises, such as
minor plumbing, tile, drywall, etc., to include the exterior restaurant entry-door awning.
Sublessee shall be responsible for cleaning and maintenance of the hoods and shafts
and grease interceptor and all other equipment associated with Culinary operations.

12 **9. Security.** County shall provide security Monday through Friday, 6:30am
13 to 6:00pm. Riverside Community College District agrees to provide regular college
14 security for students Monday through Sunday beyond regularly scheduled building
security.

15 **10. Furniture, Furnishings and Equipment.**

16 (a) All furniture, furnishings and equipment that are the property of the
Riverside Community College District.

17 (b) At or prior to the termination of this Sublease, Sublessee shall
18 remove, or cause to be removed, all such furniture, furnishings, equipment and office
19 supplies from said building, which were not leased from County, in which the subleased
20 premises are located, and in the event such removal injures or damages the premises,
Sublessee, at Sublessee's expense, shall restore the subleased premises.

21 **11. Signs.** Sublessee shall not erect, maintain or display any signs or other
22 forms of advertising upon the subleased premises without first obtaining the written
approval of County, which approval shall not be unreasonably withheld.

23 **12. Improvements by Sublessee.** Any alterations, improvements or
24 installation of fixtures to be undertaken by Sublessee shall have the prior written
consent of County. Such consent shall not be unreasonably withheld by County.

25 **13. Rights of County.** County, through its authorized representatives, shall

1 have the right to enter the subleased premises for the purpose of inspecting, monitoring
2 and evaluating the obligations of Sublessee hereunder and for the purpose of doing
3 any and all things which it is obligated and has a right to under this Sublease.

4 **14. Compliance with Government Regulations.** Sublessee shall, at its
5 expense, comply with the requirements of all local, state and federal statutes,
6 regulations, rules, ordinances and orders now in force or which may be hereafter in
7 force, pertaining to the subleased premises. The final judgment, decree or order of any
8 court of competent jurisdiction, or the admission of Sublessee in any action or
9 proceedings against Sublessee, whether Sublessee is a party thereto or not, that
10 Sublessee has violated any such statutes, regulations, rules, ordinances or orders, in
11 the use of the subleased premises, shall be conclusive of that fact as between County
12 and Sublessee.

13 **15. Termination by County.** County shall have the right to terminate this
14 Sublease forthwith:

15 (a) In the event a petition is filed for voluntary or involuntary
16 bankruptcy for the adjudication of Sublessee as debtors.

17 (b) In the event that Sublessee makes a general assignment, or
18 Sublessee's interest hereunder is assigned involuntarily or by operation of law, for the
19 benefit of creditors.

20 (c) In the event of abandonment of the subleased premises by
21 Sublessee.

22 (d) In the event Sublessee fails or refuses to perform, keep or observe
23 any of Sublessee's duties or obligations hereunder; provided, however, that Sublessee
24 shall have thirty (30) days in which to correct Sublessee's breach or default after written
25 notice thereof has been served on Sublessee by County.

(e) County shall have the right to terminate this Sublease with sixty
(60) days' advance written notice to Sublessee in the event that funding from county,
state, or federal sources is reduced or eliminated.

16. Notice of non-renewal by Sublessee. In the event the Sublessee
determines it will not renew the sublease, Sublessee shall have the right to terminate
this Sublease with one-hundred twenty (120) days advance written notice of the
expiration date of this Sublease to the County.

17. Insurance. Sublessee shall during the term of this Sublease:

(a) Procure and maintain Workers' Compensation Insurance as
prescribed by the laws of the State of California.

1 (b) Procure and maintain comprehensive general liability, and
2 coverage that shall protect Sublessee from claims for damages for personal injury,
3 including, but not limited to, accidental and wrongful death, as well as from claims for
4 property damage, which may arise from Sublessee's use of the subleased premises or
5 the performance of its obligations hereunder, whether such use or performance be by
6 Sublessee, by any subcontractor, or by anyone employed directly or indirectly by either
7 of them. Such insurance shall name County as an Additional Insured with respect to
8 this Sublease and the obligations of Sublessee hereunder. Such insurance shall
9 provide for limits of not less than \$1,000,000.00 per occurrence.

10 (c) Cause its insurance carriers to furnish County by direct mail with
11 certificate(s) of Insurance showing that such insurance is in full force and effect, and
12 that County is named as an Additional Insured with respect to this Sublease and the
13 obligations of Sublessee hereunder. Further, said Certificate(s) shall contain the
14 covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to
15 County prior to modification, cancellation or reduction in coverage of such insurance.
16 In the event of any such modifications, cancellation or reduction in coverage and on the
17 effective date thereof, County shall have the right to cancel this Sublease with thirty
18 (30) days' advanced notice in writing to Sublessee, unless County receives prior to
19 such effective date another certificate from an insurance carrier of Sublessee's choice
20 that the insurance required herein is in full force and effect. **Sublessee shall not take
21 possession or otherwise use the subleased premises until County has been
22 furnished Certificate(s) of Insurance as otherwise required in this Paragraph 15.**

23 (d) The insurance requirements of Paragraph (a) and (b) above may
24 be provided through self-insurance, in conjunction with a Joint Powers Authority, or a
25 combination of both.

16 **18. Hold Harmless.**

17 (a) Indemnification by RCCD. RCCD shall indemnify and hold EDA,
18 through the County of Riverside, its officers, agents, employees, and independent
19 contractors free and harmless from any claim or liability whatsoever, based or asserted
20 upon any act or omission of RCCD, its Trustees, officers and agents, employees,
21 volunteers, subcontractors, or independent contractors, for property damage, bodily
22 injury or death, or any other element of damage of any kind or nature, occurring in the
23 performance of this Agreement to the extent that such liability is imposed on EDA,
24 through the County of Riverside by the provisions of California Government Code
25 Section 895.2 or other applicable law; and RCCD shall defend at its expense, including
attorney fees, EDA, through the County of Riverside, its officers agents, employees,
and independent contractor in any legal action of any kind based upon such alleged
acts or omissions.

(b) Indemnification by EDA, through the County of Riverside. EDA,
through the County of Riverside shall indemnify and hold RCCD, its Trustees, officers,

1 agents, employees, and independent contractors free and harmless from any claim or
2 liability whatsoever, based or asserted upon any act or omission of EDA, through the
3 County of Riverside, its officers, agents, employees, volunteers, subcontractors, or
4 independent contractors, for property damage, bodily injury or death, or any other
5 element of damage of any kind or nature, occurring in the performance of this
6 Agreement to the extent that such liability is imposed on RCCD by the provisions of
California Government Code Section 895.2 or other applicable law; and EDA, through
the County of Riverside shall defend at its expense, including attorney fees, RCCD, its
officers, agents, employees, and independent contractors in any legal action or claim
of any kind based upon such alleged acts or omissions.

7 (c) The specified insurance limits required in Paragraph 17 above
8 shall in no way limit or circumscribe Sublessee's obligations to indemnify and hold
County free and harmless herein.

9 **19. Assignment.** Sublessee cannot assign, sublet, mortgage, hypothecate
10 or otherwise transfer in any manner any of its rights, duties or obligations hereunder to
11 any person or entity without the written consent of County being first obtained, which
12 consent shall be in the absolute discretion of County. In the event of any such transfer,
Sublessee expressly understands and agrees that it shall remain liable with respect to
any and all of the obligations and duties contained in this Sublease.

13 **20. Toxic Materials.** During the term of this Sublease and any extensions
14 thereof, Sublessee shall not violate any federal, state or local law, ordinance or
15 regulation, relating to industrial hygiene or to the environmental condition on, under or
16 about the subleased premises, including, but not limited to, soil and groundwater
17 conditions. Further, Sublessee, its successors, assigns and Sublessees, shall not use,
18 generate, manufacture, produce, store or dispose of on, under or about the subleased
19 premises or transport to or from the subleased premises any petroleum products,
20 flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic
21 substances or related injurious materials, whether injurious by themselves or in
22 combination with other materials, (collectively, "hazardous materials"). For the purpose
23 of this Sublease, hazardous materials shall include, but not be limited to, substances
24 defined as "hazardous substances", hazardous materials", or "toxic substances" in the
comprehensive Environmental Response, Compensation and Liability Act of 1980, as
amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation
Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act,
42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes"
in Sections 25115 and 25117 of the California Health and Safety Code or as
"hazardous substances" in Sections 25316 and 25501 of the California Health and
Safety Code; and in the regulations adopted in publications promulgated pursuant to
said laws.

25 **21. Free from Liens.** Sublessee shall pay, when due, all sums of money that
may become due for any labor, services, material, supplies, or equipment, alleged to

1 have been furnished or to be furnished to Sublessee, in, upon, or about the subleased
2 premises, and which may be secured by a mechanics', materialman's or other lien
3 against the subleased premises or County's interest therein, and will cause each such
4 lien to be fully discharged and released at the time the performance of any obligation
5 secured by such lien matures or becomes due; provided, however, that if Sublessee
6 desires to contest any such lien, it may do so, but notwithstanding any such contest, if
such lien shall be reduced to final judgment, and such judgment or such process as
may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and
said stay thereafter expires, then and in such event, Sublessee shall forthwith pay and
discharge said judgment.

7 **22. Employees and Agents of Sublessee.** It is understood and agreed that
8 all persons hired or engaged by Sublessee shall be considered to be employees or
agents of Sublessee and not of County.

9 **23. Binding on Successors.** Sublessee, its assigns and successors in
10 interest, shall be bound by all the terms and conditions contained in this Sublease, and
all of the parties thereto shall be jointly and severally liable hereunder.

11 **24. Waiver of Performance.** No waiver by County at any time of any of the
12 terms and conditions of this Sublease shall be deemed or construed as a waiver at any
13 time thereafter of the same or of any other terms and conditions contained herein or of
the strict and timely performance of such terms and conditions.

14 **25. Severability.** The invalidity of any provision in this Sublease as
15 determined by a court of competent jurisdiction shall in no way affect the validity of any
other provision hereof.

16 **26. Venue.** Any action at law or in equity brought by either of the parties
17 hereto for the purpose of enforcing a right or rights provided for by this Sublease shall
18 be tried in a court of competent jurisdiction in the County of Riverside, State of
California, and the parties hereby waive all provisions of law providing for a change of
venue in such proceedings to any other county.

19 **27. Attorneys' Fees.** In the event of any litigation or arbitration between
20 Sublessee and County to enforce any of the provisions of this Sublease or any right of
21 either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay
22 to the successful party all costs and expenses, including reasonable attorneys' fees,
incurred therein by the successful party, all of which shall be included in and as a part
of the judgment or award rendered in such litigations or arbitration.

23 **28. Notices.** Any notices required or desired to be served by either party
24 upon the other shall be addressed to the respective parties as set forth below:

25 ///
///

1 Notices/Rent:

2 County of Riverside
3 Economic Development Agency
4 1151 Spruce Street
5 Riverside, CA 92507

Sublessee:

 Riverside Community College District
 Contracts, Compliance & Legal Services
 4800 Magnolia Avenue
 Riverside, CA 92506

6 or to such other addresses as from time to time shall be designated by the respective
7 parties.

8 Additional Information:

9 County of Riverside
10 Department of Facilities Management
11 3133 Mission Inn Avenue
12 Riverside, CA 92507-4199

13 or to such other addresses as from time to time shall be designated by the respective
14 parties.

15 **29. Permits, Licenses and Taxes.** Sublessee shall secure at its expense,
16 all necessary permits and licenses as it may be required to obtain, and Sublessee shall
17 pay for all fees and taxes levied or required by any authorized public entity. Sublessee
18 recognizes and understands that this Sublease may create a possessory interest
19 subject to property taxation and that Sublessee may be subject to the payment of
20 property taxes levied on such interest.

21 **30. Paragraph Headings.** The paragraph headings herein are for the
22 convenience of the parties only, and shall not be deemed to govern, limit, modify, or in
23 any manner affect the scope, meaning or intent of the provisions or language of this
24 Sublease.

25 **31. County's Representative.** County hereby appoints the Director of
 Facilities Management as its authorized representative to administer this Sublease.

32. Agent for Service of Process. It is expressly understood and agreed
 that in the event Sublessee is not a resident of the State of California or it is an
 association or partnership without a member or partner resident of the State of
 California or it is a foreign corporation, then in any such event, Sublessee shall file with
 the County's Director of Facilities Management, upon its execution hereof, a
 designation of a natural person residing in the State of California, giving his or her
 name, residence and business addresses, as its agent for the purpose of service of
 process in any court action arising out of or based upon this Sublease, and the delivery
 to such agent of a copy of any process in any such action shall constitute valid service
 upon Sublessee. It is further expressly understood and agreed that Sublessee is
 amenable to the process so served, submits to the jurisdiction of the court so obtained
 and waives any and all objections and protests thereto.

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33. Entire Sublease. This Sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto.

34. Subject to Master Lease. Sublessee expressly understands and agrees that this Sublease is subject to, and bound by, the terms and conditions set forth in the Master Lease as herein defined. A copy of the Master Lease is attached hereto as Exhibit "B" and incorporated herein by reference.

35. Interpretation. The parties hereto have negotiated this Sublease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this Sublease in its executed form.

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36. **Approval.** This Sublease shall not be binding or consummated until its approval by the County's board of Supervisors.

Dated: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____
James Buysse, Vice Chancellor,
Administration and Finance

COUNTY OF RIVERSIDE

By: _____
Roy Wilson, Chairman
Board of Supervisors

Attest:
Nancy Romero
Clerk to the Board

By: _____
Deputy

Approved as to Form:

Joe S. Rank
County Counsel

By: Gordon V. Woo 9/16/08
Gordon V. Woo
Deputy County Counsel

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
PLANNING COMMITTEE

November 11, 2008–6:45 p.m.

Student Services 101, Moreno Valley Campus

Committee Members: Janet Green, Committee Chairperson
Mark Takano, Vice Chairperson
Ray Maghroori, Vice Chancellor, Academic Affairs
Kristina Kauffman, Associate Vice Chancellor, Institutional
Effectiveness
Doug Beckstrom, Academic Senate Representative,
(Moreno Valley)
Lee Nelson, Academic Senate Representative (Riverside)
Tom Wagner, Academic Senate Representative
(Norco)
Karina Medel, ASRCCD Student Representative
Edd Williams, CTA Representative (Moreno Valley)
Joe Eckstein, CTA Representative (Norco)
Mark Carpenter, CTA Representative (Riverside)
Gustavo Segura, CSEA Representative (Moreno Valley)
Ginny Haguewood, CSEA Representative (Riverside)

AGENDA

VI. Board Committee Reports

C. Planning

1. Moreno Valley Feasibility Study-Nursing
- The Committee to review the Moreno Valley Feasibility Study for
Nursing.
2. Comments from the public.

Adjourn

Prepared by: Naomi Foley
Administrative Assistant
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: November 18, 2008

Subject: Moreno Valley Feasibility Study-Nursing

Background: Presented for the Board's review and consideration is the Moreno Valley Feasibility Study for the Nursing program. On April 30, 2007, Riverside Community College District informed California Board of Registered Nursing (BRN) of its intention to extend and expand the District's preparation of nurses by establishing a second nursing program at its Moreno Valley Campus. The BRN in its response dated May 31, 2007 informed the District of the necessary steps associated with the process. In part, it required the District to conduct a feasibility study.

In September 2008, the District obtained the services of Ms. Diane W. Welch, Dean of Nursing, Emeritus, at Sacramento City College. She was asked to conduct a feasibility study, per California Board of Nursing guidelines. This report will also will used by the Moreno Valley campus for its strategic planning purposes.

Recommended Action: It is recommended that the Board of Trustees receive and accept the report for board consideration.

Irving G. Hendrick
Interim Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

Feasibility Study for a Potential Nursing Program at Moreno Valley
College

Riverside Community College District

Submitted by

Diane D. Welch MSN, RN

Consultant

Feasibility Study for a Potential Nursing Program at Moreno Valley College

Overview

The purpose of this feasibility study is to determine if there is a need to establish a separate and distinct associate degree nursing (ADN) program at Moreno Valley Community College, one of three community colleges in the Riverside Community College District. Riverside Community College District already has a well established ADN program on the Riverside campus with an extended campus at the March Education Center. This study will address the status of the nursing shortage in California as well as in Riverside County as of early 2008, the steps already accomplished by Riverside City College to impact the shortage, the potential impact of a new nursing program within the Riverside Community College Service Area, and determination of what it would take to develop a new program.

Shortage of Registered Nurses in California

In 2007 Dr. Joanne Spetz from the Center for California Health Workforce Studies University of California, San Francisco was commissioned by the California Board of Registered Nursing (BRN) to conduct forecasts of the Registered Nurse Workforce in California. The report presents supply and demand forecasts for the Registered Nurse (RN) workforce in California from 2007 through 2030. The forecasts were based on data from the BRN's survey of registered nurses in 2006, the U.S. Bureau of Health Professions 2004 National Sample Survey of RNs, and data from the California Board of Registered Nursing's license records (Spetz, 2007).

The forecasts for the supply of RNs considered the aging of the RN workforce, the number of new graduates obtaining RN licensure in California, RNs moving to California from other states, and changes in license status. The forecasts for demand are based on national numbers of RNs per 100,000 population (Spetz, 2007).

The forecasts indicate that California continues to face a shortage of RNs with ranges between approximately 10,300 and 59,000 full-time equivalent (FTE) RNs as of 2007. Although traveling nurses have filled positions in some hospitals throughout the state, the need for more RNs remains (Spetz, 2007).

A Registered Nursing Occupation Report prepared in 2008 of the immediate Riverside Community College District service area reveals a need for 1,451 more registered nurses by 2018, an increase of 28% from the number of RNs in 2008. Of the 1,451 nurses, 479 will be needed by local government; generally, these nurses need to be baccalaureate prepared (EMSI, 2008).

Progress in California in Decreasing the Shortage

With the assistance of generous federal and state grants awarded to schools of nursing in California, progress has been made in meeting the need for more RNs. Expansion of established nursing programs and opening of new programs have increased the number of graduates each year.

Late in 2007, the California Board of Registered Nursing released a forecast reporting the number of new graduates for 2008 will increase 69% over the number graduated in 2004. If a

25% increase in educational capacity could be reached over the next 15 years, California could reach the national average of RNs per capita by 2022 (Jones, 2007).

Riverside Community College District

Riverside Community College was founded in 1916 and has served surrounding communities for more than nine decades. Initially, the classrooms were located on the Polytechnic High School Campus. In 1964 a separate Board of Trustees was elected, and the Riverside Community College District separated from the Riverside City School system to become its own legal entity (Riverside Community College District Catalog, 2008-2009).

In March 1991 two additional campuses, Norco and Moreno Valley, were opened within the district and are in the process of becoming individually accredited colleges. It is projected that by 2020, more than 57,000 students will attend classes at the colleges (RCCD Catalog, 2008-2009).

For the purpose of this study, the facts presented will reflect those of Moreno Valley and Riverside City campuses.

Moreno Valley Campus

The mission statement of Moreno Valley Campus is: “Responsive to the educational needs of its region, Moreno Valley Campus offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially in health and public service preparation” (RCCD Catalog, 2008-2009).

Student demographics reflect a diverse student population. In 2007, 39% of the students were of Hispanic descent, 14% were African-American, 8% were Asian, 32% were White, and 7% were stated as “other”. As of Fall 2007, 29% of the students were under the age of 20, 27% were 20-24 years of age, 23% were 25-34 years of age, and 21% were 35 years of age and over. For the same year, 53% of the students were female, and 47% were male (RCCD Institutional Research, 2008).

In examining the courses and programs available at Moreno Valley Campus, it is apparent the administration and faculty provide excellent educational opportunities for their students. As noted in the demographics, the student population is young and ethnically diverse which enriches the community and, upon completion of their degrees/programs, will enhance their chosen professions and occupations for many years to come. The community holds the college as a whole and its health care programs in high regard and is extremely supportive of the college and its graduates.

The provision of a variety of certificates and degrees for health professions speaks to fulfilling the mission of the campus. The administration is very supportive of maintaining and growing allied health programs; the faculty members are outstanding role models for students who choose one of the health profession educational programs available. The specific health related programs include:

Dental Assisting

Physician Assistant

Dental Hygiene

Human Services

Dental Laboratory Technician

Community Interpretation for

Paramedic

Health Professionals

Emergency Medical Technician

Medical Assisting—administration/clinical

Medical Assisting—medical transcription

The administration and faculty of Moreno Valley Campus are dedicated to expanding the choices of certificate and associate degree programs in health care available to the community. The programs provide numerous job opportunities for people of all ages as well as opportunities to pursue higher education.

Riverside City College

The mission statement of Riverside is: “Riverside City College provides an affordable, high-quality education, including comprehensive student services and community programs, by empowering and supporting a diverse community of learners as they work toward individual achievement and life-long learning. To help students achieve their goals, the college offers tutorial and supplemental instruction, pre-college courses, transfer programs, career preparation, and technical programs leading to certificates or associate degrees. Based on a learner-centered philosophy, the college fosters critical thinking, develops information and communication skills, expands the breadth and application of knowledge, and promotes community and global awareness (Board Approved, May 30, 2008).

Student demographics also reflect a diverse student population. In 2007, 35% of the students were of Hispanic descent, 11% were African-American, 9% were Asian, 35% were White, and 10% were stated as “other”. As of Fall 2007, 31% of the students were under the age of 20, 33% were 20-24 years of age, 16% were 25-34 years of age and 20% were 35 years of age and over. For the same year, 59% of the students were female, and 41% were male (RCCD Institutional Research, 2008).

Although the mission statement does not speak directly to allied health programs, Riverside City College provides four degree and certificate programs with the associate degree nursing program (registered nursing) having different tracks. The programs are:

Registered Nursing (ADN)

Vocational Nursing (VN)

Certified Nursing Assistant

Critical Care Nurse Certificate Program

The degrees/certificates for the health profession are specifically focused on three levels of those providing nursing care and one advanced course in critical care for registered nurses. In addition to the generic RN program, RCC currently houses an on-site ADN-BSN program in collaboration with CSU Fullerton (CSUF). RCC is working with CSUF and California Baptist University to provide a seamless ADN to MSN program.

Other pathways available toward achievement of the ADN include the Fast Track in partnership with Jurupa Unified School District (Rubidoux High School), Advanced Placement for those who are already LVNs or transferring from another registered nursing program, the Flexible Track where the student is an LVN and receives lectures in a video-streamed format that may be accessed from any computer terminal, and the 20/20 program where the student is an employee of Riverside County Regional Medical Center. In the 20/20 program, the student only works part time hours during the school year while attending classes and is paid full time wages. Less frequently used but available is the 30-unit option track in which a student, already an LVN, completes the science prerequisites and third and fourth semesters of the ADN program only. This is a non-degree track and is not recommended, although by BRN regulation must be offered.

The administration is very supportive of the nursing programs and plans for further expansion as the new Nursing/Sciences Building breaks ground in Spring 2009. The completion of this building is anticipated for Fall 2011.

The faculty are committed to providing the best nursing education possible and are outstanding role models for their students.

The Riverside City College Associate Degree Nursing Program is accredited by the National League for Nursing Accrediting Commission (NLNAC) and has one of the highest pass rates in California of the National Council Examination for Registered Nurses (NCLEX).

Beginning in 2002 the school of nursing formed partnerships with key community agencies with the goal of attaining grant funds to be used to increase enrollment, develop innovative programs, purchase needed equipment and plan for a new School of Nursing building. Within the last six years, the school has been awarded a number of federal, state, and private grants which have significantly increased the ability to enhance and expand the nursing programs.

In response to California's severe nursing shortage, almost 500 vocational nursing and associate degree nursing students were enrolled in spring 2008. An extended campus of the RCCD ADN program was opened at the March Education Center (MEC) and currently has 130 of the total number of nursing students. The new RCCD School of Nursing building, scheduled to open in 2011, will triple existing square footage and will include state-of-the-art technology. The new building will be able to accommodate all city campus and MEC nursing students; it will also allow for the ability to more than double the number of nursing students in the near future (School of Nursing at RCCD, 2008).

Challenges for Continued Expansion of Nursing Programs in California

Although the number of graduates from registered nursing programs has increased, there remains a tremendous need in the state. There are two identified primary barriers to continuing expansion of nursing programs in California presently. One barrier is the critical need for qualified nursing faculty for all nursing programs; the other is a need for clinical placements for students in the areas reflecting their course content (Boller & Jones, 2008). Another potential challenge is the initial cost of starting a nursing program.

Faculty

The critical need for nursing faculty has been documented and discussed for the last several years. In 2006, California nursing programs had a faculty vacancy rate of 6.6% or 193 positions (Spetz, 2007). Although baccalaureate prepared nurses may teach students in the clinical setting (under the direction of masters prepared faculty), graduate level education is required for full instructors as stated in the BRN regulations (California Nurse Practice Act, 2008). With the expansion of nursing programs within the state during 2007 and 2008, the need for faculty has increased significantly.

There is a perceived lack of incentive to return to school for graduate degrees, often due to major differences in salaries paid by clinical agencies compared to those paid by colleges and universities. New graduates often earn more at entry level positions than do many experienced faculty members. Another issue is a perceived lack of funding to return to school; many nurses need to work while continuing their education. Finding graduate programs considered to be “user friendly” for potential students has been somewhat difficult in the past. Recently an increase has been noted in graduate programs offered on-line as well as on-ground with hours convenient for working nurses with families.

Using baccalaureate prepared nurses as clinical adjunct faculty is common throughout California. However, they may be expert clinicians, but are often ill prepared in the concept of learning theories/styles and teaching methodologies to assist students in development of critical thinking and problem solving skills while caring for patients. A policy by the National League for Nursing Accrediting Commission (NLNAC) states fulltime faculty must have a masters degree with a major in nursing (MSN) and maintain expertise in their areas of responsibility. The majority of part time faculty must be masters prepared in nursing; the remaining part time faculty must have a BSN as a minimum (NLNAC, 2008). As an NLNAC accredited nursing program, Riverside Community College must adhere to these policies to maintain accreditation. The California Board of Registered Nursing requires programs to have more full time faculty than part time faculty (California Nurse Practice Act).

When interviewing for nursing faculty, it is not unusual to have less than three or four candidates from which to choose when trying to fill a faculty vacancy. Faculty must have the theoretical and clinical background in the specific area of content in which they will teach. Faculty for specialty areas such as psychiatric and pediatric nursing are often very difficult to find.

Clinical Placement

The difficulty finding appropriate clinical placements is a critical issue. There are five clinical areas in which the BRN requires students to have theory content as well as clinical experience.

The requirements include 1) Medical/surgical nursing, 2) Pediatric nursing, 3) Maternity nursing, 4) Mental health nursing, and 5) Geriatric nursing. These content areas are necessary for student preparation for the national licensure exam (NCLEX) to become registered nurses.

Clinical agencies have been generous in providing clinical spaces for nursing students, but many have become severely impacted by the numbers of schools requesting placements. With so many schools expanding their numbers of admitted students, the need for clinical placements has surpassed the availability in many regions. Please note in Appendix A the list of clinical facilities used by a number of nursing programs in the surrounding area, most of which are expanding their programs.

A key concept to consider in obtaining clinical spaces is that of providing appropriate numbers of placements within the clinical setting concurrent with theory content taught on campus. Each clinical faculty is responsible for 10 students in the clinical setting at the same time. There must be an adequate number of patients available for students to learn how to manage more than one patient at a time. Depending upon the level of the student, there would need to be 20-40 patients available at any given time. For each faculty member in the facility, it adds 10 students, which in turn would increase the need for appropriate numbers of patients.

Cost

Cost has been a barrier for educational institutions to consider opening new programs in California. The initial outlay is the greatest; some of these expenses are ongoing for educational purposes. The cost includes, but is not limited to:

1. Building or remodeling classroom and laboratory space
 - a. Clinical skills lab
 - b. Simulation lab
2. Equipment for both laboratories
3. Library resources
4. Classroom furniture
5. State of the art audio-visual equipment
6. Computer laboratory
7. Administrative office space with equipment
8. Conference room space with equipment
9. Accreditation application and initial visit from NLNAC (a separate accreditation process would be needed for a new college in the district)
10. Faculty
11. Faculty offices
12. Well equipped laboratories for the physical science courses
13. Faculty for support courses required by the BRN and those general education courses required by the district for graduation.

Expansion of nursing programs in the California Community Colleges has been supported by funding provided by the governor and the legislature. The funding has been distributed by the California Community Colleges Chancellor's Office through a number of grants. With the downturn of California's economy, there is a concern the money from the state for nursing

programs may be less than it has been in the past. If the flow of money from the legislature is decreased, there will be a significant negative impact on the ability to either add new programs or expand those in existence. Building programs on “soft money” is always a risk. Colleges may be able to institutionalize the new program or expansion of an existing program or it may not be financially feasible to do so.

Specific Challenges for the Riverside Community College District

Faculty

Dr. Sandra Baker, Dean and Director of the Nursing Programs, has fortunately been able to find and hire qualified faculty for the nursing programs as they exist presently. Several faculty are former graduates of the Riverside City College ADN program who continued their education to receive masters in nursing (MSN) and doctoral degrees. The District has “grown its own” faculty, which speaks highly of the educational experience in the nursing program and the college.

As RCC and other nursing programs in the vicinity have expanded, qualified faculty have become scarce. If schools continue to expand in Riverside and surrounding counties, the faculty shortage will become more significant than it is presently. There may be individuals who would like to teach, but lack the appropriate credentials and clinical experience to obtain a position. In addition, the discrepancy between faculty pay and that of nurses in the clinical setting is an issue in Riverside County as it is throughout the state.

Clinical Placements

Lack of clinical placement availability is, perhaps, the most critical concern when considering expansion of nursing programs or opening new nursing programs. Riverside City College uses the Inland Empire Consortium Clinical Placement system (IECP) in collaboration with 24 other nursing programs and 25 hospitals in the surrounding area (Appendix B). The IECP is an on-line clinical placement tool whereby data is collected from schools requesting placements and hospitals offering placements. This kind of tool has had success in other parts of the state in ascertaining where vacant clinical spaces are available and then trying to match school requests for dates and times. Unfortunately, there are clinical sections from a variety of schools that are unable to be placed at the dates and times requested, and negotiation occurs.

In examining the data for the Fall 2008 placements, it is apparent appropriate clinical placements are scarce (Appendix C). The clinical agencies are generous in attempting to offer the spaces they have to all schools that request them. There are facilities that have seven schools affiliating with them, sometimes six to seven days a week with day and evening shifts. Most facilities have required the students to work 12 hour shifts which helps to make room for other schools on different days.

In addition to the information in Appendix B, the Director of Education at Loma Linda University Medical Center (LLUMC) has determined they are actually beyond student nurse capacity. They host 675 students every quarter/semester on every day they are able to take

students. RCCD has one pediatric rotation per semester at LLUMC which is out of the RCC district.

While RCCD has previously been able to use Moreno Valley Community Hospital, the facility has been purchased by Kaiser and is undergoing a major transition. During this period, the hospital is not accepting students from any school or program. No decision will be made regarding student clinical placements at least until Spring 2009.

Recently, Dr. Sandra Baker, Dean and Director of Nursing Programs, was notified by Dr. Judy Papenhausen, Director, School of Nursing at California State University, San Marcos (CSUSM), that CSUSM has committed to try to place students in Kaiser facilities in San Diego and the Riverside region. They will be requesting placements at Kaiser Riverside and the new Kaiser Moreno Valley in the summer of 2009 and in the 2009/2010 academic year. This is a result of Kaiser awarding a large grant to CSUSM to develop an accelerated BSN program which will increase the number of BSN (Bachelor of Science in Nursing) prepared nurses employed by Kaiser facilities. This news has a significant impact on RCC and other nursing programs utilizing these facilities in the region. The concern is that if CSUSM students will be in Kaiser facilities, is that going to displace other students? If so, will the displaced students be able to be absorbed in already overcrowded clinical facilities?

The clinical placement document within the RCCD School of Nursing Portfolio lists the hospitals and nursing schools who are a part of the IECF system. There are 25 schools vying for spaces in 25 hospitals in the region; please note this list does not include the addition of CSUSM. Some of the schools have RN and VN programs; others have either an RN, VN or a nursing assistant program. The placements listed do not take into account health related programs such as medical assisting, physical therapy, respiratory and medical school all of which need clinical experience. Although each of these allied health programs has a different focus, their students are still in some hospitals and clinics with the nursing students. Staff members are inundated with healthcare students and often request some time without them, such as Saturdays or Sundays or both.

When looking for clinical placements for students, faculty consider a number of factors as they try to provide the best educational experiences possible. Shift times for clinical experience must often be scheduled around class times, especially when classroom space is used to capacity. Occasionally, times available for classroom time and clinical experience overlap, and adjustments have to be made in order to accommodate everyone using the facilities. Clinical experiences on Saturdays and Sundays are not often as meaningful to the students' education as are those during the week. In some institutions, opportunities for observing and participating in procedures and exposure to activities of other health care staff relating to patient care may not be available. In larger teaching hospitals, experiences are generally available seven days a week.

The kinds of clinical experience required are dependent upon the level of the student within the program and the nursing content being taught. For example, when students are learning in class about caring for medical/surgical patients with cardiovascular/pulmonary entities, they should be caring for patients with the same disease processes they have studied in class. The educational principle of transferring theory to practice is paramount in nursing. The concurrent theory and

clinical experience allows the student to synthesize the information and safely apply it in practice.

An example of the need for specificity in placement of students is: if a facility has spaces for students in a critical care unit but the student is in a foundational theory course, there is a disconnect in the learning that should occur. The student does not have the theoretical background to transfer appropriate knowledge to safely care for the patients.

Use of simulation in nursing education has significantly increased as the technology has developed to a level that provides excellent opportunities for learning. The Board of Registered Nursing allows for 25% of clinical laboratory experiences to be accomplished through the use of simulation. There is a pilot project presently at the University of San Francisco, School of Nursing to explore the effect on nursing students' learning if the percentage of simulation is increased. Depending upon the outcome of the project, the experience may be replicated at other schools to establish validity for an increase of time allowed. One of the advantages of simulation is the ability to allow students to make errors without harming a patient and learn from the experience. The BRN is clear that simulation experiences will not replace the need for real-life patient care.

The issue of lack of appropriate clinical spaces for students is paramount when considering expansion of nursing programs, either with the program itself or opening new programs. It is projected that more hospital beds will be available in the Riverside Community College District service area within the next five years. However, the timing is unclear.

An especially exciting project is the development of a multi-level health care complex through the March Joint Powers Authority and March Healthcare Development, LLC. The plans include development of three acute care hospitals, facilities for the concept of senior continuum of care from independent living to skilled nursing and hospice, a wellness center, medical office buildings, a center for research and education, a facility for rehabilitation opportunities, facilities for overnight lodging for patients' families, outpatient services and retail space, both medical and non-medical.

The three acute care hospitals will be built over a span of several years. One will have 100-300 beds for general medical/surgical acute care services. The two other hospitals will be specialty hospitals of 100 beds or less, dependent upon the need. As of October 2008, the timing for breaking ground on the first hospital is expected to be late 2009 to 2011. The availability for student clinical placements is not able to be determined at this time due to an unknown date of completion of the hospital(s).

Cost

The infrastructure may be the greatest cost to consider if classroom, laboratory, administrative, and faculty space is not available for implementation of a new program.

The space needs are predicated on enrolling 30-40 nursing students once a year.

1. A minimum of two classrooms
2. A clinical skills lab
3. Supply space in the labs
4. A simulation lab with space for a minimum of two human simulators with the compressors and other equipment used to run them
5. Office space for a minimum of six full time faculty
6. A conference room with furniture
7. A supply room for audio-video equipment
8. Administrative office space for a director of nursing
9. Office space for support persons
10. Computer laboratory

Equipment, supplies and resources needed

1. Library resources
2. Classroom furniture fully inclusive of classroom furniture, white boards, window coverings, state-of-the-art technology for various teaching methodologies.
3. Equipment and supplies for four hospital bed units in the skills lab
4. Conference room furniture
5. State of the art audio-visual equipment
6. Well equipped laboratories for the physical science courses
7. Computers, printers and supplies for the computer lab

Other

1. Minimum of six full time faculty
2. One administrative position for Director of Nursing
3. Funding for NLNAC Accreditation process and continuing yearly costs of accreditation.
4. Faculty for support courses required by the BRN and those general education courses required by the district for graduation. This cost is dependent upon the need for more sections of physical sciences, humanities, social sciences, English and mathematics courses.

Potential Sources of Funding for a Nursing Program at Moreno Valley Campus

With the state of the national and state economy, funding sources to assist the district in beginning a new nursing program may be difficult to obtain. The most likely sources may include:

1. U.S. Department of Health and Human Services
 - a. Health Resources and Service Administration (HRSA)
2. Robert Wood Johnson Foundation
3. WellPoint, Inc. through the Foundation for California Community Colleges
4. California Nurse Education Initiative

5. Song-Brown Nursing/Office of Statewide Health Planning and Development
6. Local healthcare systems utilized by nursing students
7. District funds/bonds

A number of schools of nursing in the state have been successful in having healthcare systems assist in paying for nursing faculty. This support is very individual, often dependent upon developing strong partnerships as well as the ability of the persons involved in the process to work together.

Discussion

Riverside City College School of Nursing

The faculty of Riverside City College School of Nursing have expressed concerns about the impact of adding a new nursing program in the district on the RCC program. Major points that have been made include:

1. With the advent of the coming new Nursing/Sciences building (ground breaking is to occur spring of 2009) and the ability to increase enrollment, the perception is there is no need for an additional program in the district.
2. It does not make economic sense to duplicate resources.
3. Based on the state of the economy, concern was expressed that to open a new program would deplete the district's resources, which in turn may deplete resources needed at RCC School of Nursing as they expand to the new building.
4. Grave concern was expressed regarding lack of clinical spaces for additional students should a new program open with special attention to the lack of spaces for mandated clinical specialties.
5. Finding additional qualified nursing faculty is difficult at best.
6. Concern was expressed related to a new RCCD nursing program competing with Riverside City College for grants, hospital/private donations, and other resources.
7. How would the administrative structure function that would connect and integrate two separate programs?

Moreno Valley Campus

The Moreno Valley Campus faculty and administrators feel strongly that to have a nursing program would help fulfill the mission of the college. Many of the prerequisites are those that are also taken by other healthcare students; the classrooms, labs and faculty are already in place. The healthcare programs already established are strong with a lot of community support; a nursing program would be very welcome in the community. A need may exist to add portable classrooms, but there is a lot of space in which to expand. The geographic placement of the campus would allow for better access to college and nursing courses for students who live in the Moreno Valley area. There would be no need to travel to the Riverside campus for classes.

Consultant

Moreno Valley Campus is very impressive. The healthcare faculty and administrators are extremely committed to providing the community, in which the college resides, numerous opportunities for education leading to jobs in the healthcare arena. National statistics have shown

the health care occupations to be high on the list of job availability. It is obvious the faculty are experts in their chosen clinical professions as well as being committed educators. The programs they provide are outstanding, and the commitment to expand the number of offerings is to be commended.

The support from the community is outstanding. Having the opportunity to interact with the City Council was an exceptional experience, and the support for nursing and a new nursing program at Moreno Valley Campus was truly magnificent. At each meeting with professionals in the community, it was clear the need for nurses is understood by all.

The Riverside City College nursing program is well known as one of the premier nursing programs in California. The number of programs and tracks has allowed for those pursuing nursing careers to have opportunities to meet their goal. There still remain a large number of potential nursing students in the community who are unable to actually be admitted to a program and are waiting for an opportunity. When the new building opens on the Riverside campus, space will be available to increase the number of students admitted.

A major challenge to be overcome is the lack of available clinical spaces for nursing students. With all nursing programs in the area increasing the number of students they are admitting, and with schools such as CSUSM bringing students into the same facilities used by up to seven different programs, appropriate spaces are extremely limited. The possibility of new hospitals opening is on the horizon but they are in the future, and it is difficult to project when clinical spaces would be available for students. In meeting with administrators from Kaiser Permanente, it is apparent at this time that their facilities are at full capacity with students. With Kaiser's purchase of Moreno Valley Community Hospital, they will not be accepting students during the transition period and will not make any decisions regarding student placement until spring 2009. Kaiser remains very supportive of all nursing programs and is committed to nursing education and the programs with which they have been involved.

Although it could take up to two years before a new nursing program would be able to admit students, it is difficult to project how many clinical spaces would be available when the students are ready to start their clinical experiences. During this period of time other programs will continue to expand, including the program at Riverside City College. Creative scheduling and use of simulation may make a difference; however, there is no way yet to predict how simulation will impact the need for clinical spaces.

The critical faculty shortage has to be addressed before additional expansion can occur. As noted in discussion regarding clinical placements, all programs have expanded, and the shortage of qualified faculty has continued as available faculty have been hired during this expansion period.

With the opening of the new Nursing/Sciences building in 2012, the existing nursing program will have the ability to triple student capacity and will have state-of-the-art equipment available to educate their students. With the cost involved in opening a new nursing program in the district it would seem more cost effective to maintain the already approved major resources at one campus.

From a transportation perspective, it is 16.26 miles between the Moreno Valley and Riverside Campuses which is not a major distance to travel for students wanting to attend the nursing

program at Riverside. All of the prerequisites could continue to be taken at Moreno Valley along with the other healthcare students. Nursing students who reside in Moreno Valley can obtain clinical placements in Moreno Valley.

The student demographics at both colleges are quite similar and demonstrate the diversity of the population in the RCCD Service Center. Both colleges are providing education to students from diverse backgrounds and are enabling these students to achieve success in healthcare professions and occupations.

Recommendation

It is the recommendation of this consultant that Riverside City College remain as the only nursing program in the Riverside Community College District at this time. In studying and evaluating the information available, the cost involved in starting a new program when resources are already in place elsewhere in the district, the shortage of qualified nursing faculty, and the critical shortage of clinical placements now and in the near future have formed the decision to make this recommendation.

Riverside City College has in place a career ladder for nursing which is effective in allowing students to enter at different levels and continue, if they wish, to become a registered nurse. Nursing has been and continues to be a clear and distinct focus for the college.

I also recommend that within the next five years the Riverside Community College District reevaluate the potential to open an additional nursing program based on the needs and availability of all resources at that time. The administration and faculty of Moreno Valley Campus are committed professionals and have built a strong allied health department. Revisiting the question at a later date may demonstrate the feasibility of including nursing in their offerings. There is no question there is immense support from the Moreno Valley community for the college and its healthcare programs. As plans for new hospitals come to fruition and the population continues to grow, the time for an additional nursing program may be evident.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING
November 11, 2008 - 7:30 p.m.
Student Services 101, Moreno Valley Campus

Committee Members: Virginia Blumenthal, Committee Chairperson
José Medina, Vice Chairperson
Irving Hendrick, Interim Chancellor
Chris Carlson, Chief of Staff/Executive Assistant to the
Chancellor
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Richard Mahon, Academic Senate Representative
(Riverside)
Deborah Tompsett-Makin, Academic Senate Representative
(Norco)
Steven Bishop, ASRCCD Student Representative
Anette Gulddammer, CTA Representative (Moreno Valley)
Dariush Haghighat, CTA Representative (Riverside)
Mark Sellick, CTA Representative (Riverside)
Gustavo Segura, CSEA Representative (Moreno Valley)
Jim Sutton, CSEA Representative (Norco)

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Resolution to Amend the Appendix of Riverside Community College District's Conflict of Interest Code
- The Committee to consider the resolution.
2. Revised and New Board Policies – First Reading
- The Committee will review the revised and new policies.
3. Comments from the public.

Adjourn

Prepared by: Heidi Wills
Administrative Assistant, Chancellor's Office

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

DATE: November 18, 2008

Subject: Resolution to Amend the Appendix of Riverside Community College District's Conflict of Interest Code

Background: On December 12, 2006, the Board approved revisions to Board Policy 2712 establishing a Conflict of Interest Code and Appendix. The Appendix designates those employees, members, officers, and consultants who are subject to the District's Code and who must complete Form 700 each year, disclosing any conflicts of interest. By law, the District must update the Appendix every two years. Since approval in 2006, new job titles have been added, some job titles have been abolished, and other titles have been revised. In order to keep our Conflict of Interest Code Appendix current and pursuant to the Political Reform Act of 1974, these job title changes need to be made to the Appendix and approved by the Board of Trustees by way of a Resolution.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 08-08/09, amending the Appendix of the District's Conflict of Interest Code, pursuant to the Political Reform Act of 1974.

Irving G. Hendrick
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

LEGISLATIVE VERSION
(SHOWS CHANGES)

APPENDIX

CONFLICT OF INTEREST CODE
OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT

(Amended November 18, 2008)

EXHIBIT "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701b), are NOT subject to the District's Code, but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et. Seq.). [Regs. §18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments³

Members of the Board of Trustees

Chancellor

Vice Chancellor, Administration and Finance

Associate Vice Chancellor, Finance

Investment Consultants

³Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by §87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE/FUNCTION</u>	<u>DISCLOSURE CATEGORY</u> <u>ASSIGNED</u>
4faculty.org Project Manager	6
Accounting Services Manager	1, 2
Activity Director, Hispanic Serving Institutions Title V	6
Assistant Custodial Manager	6
Assistant Dean, Library & Learning Resources	6
Assistant Director, Admissions and Records	6
Assistant Director, Student Financial Services	6
Assistant Director, Operations	6
Assistant Director, RCC Foundation	6
Assistant Grounds Manager	6
Associate Dean, Academic Innovative Programs/Occupational Ed.	6
Associate Dean, College Program Support	6
Associate Dean, Early Childhood Education	6
Associate Dean, Early Childhood Programs Education	6
Associate Dean, Governmental Relations, Grants and Contracts	6
Associate Dean, Student Success	6
Associate Dean, Teacher Preparation and Education Programs	6
Associate Director, Grants and Contract Services	6
Associate Director, Institutional Research	6
Associate Vice Chancellor, Facilities Planning Design & Construction	1, 2

DESIGNATED EMPLOYEES'
TITLE/FUNCTION

DISCLOSURE CATEGORY
ASSIGNED

Associate Vice Chancellor, Information Services	6
Associate Vice Chancellor, Institutional Effectiveness	6
Associate Vice Chancellor, Instruction	6
Associate Vice Chancellor, Public Affairs & Institutional Advancement	6
Associate Vice Chancellor, Student Services/Operations	6
Auxiliary Business Services Manager	1, 2
Budget Manager	5
Campaign Manager	6
Campus Administrative Support Center Manager	6
Capital Program Administrator	6
Community Education Supervisor	6
Construction Program Manager	3, 6
Custodial Manager	6
Dean of Academic Support	6
Dean of Education	6
Dean of Instruction	6
Dean/Principal, Gateway to College & RSA Charter School	6
Dean, Public Safety Education and Training	6
Dean, Riverside School for of the Arts	6
Dean, Student Services	6
Dean, Technology & Economic Development and Community Education	6

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE/FUNCTION</u>	<u>DISCLOSURE CATEGORY</u> <u>ASSIGNED</u>
Director, Administrative Services	5
Director, Administrative Support Center	6
Director, Capitol Planning	1, 2
Director, Career & Technical Education Projects	6
Director, Center for Applied Competitive Technologies	6
Director, Center for International Students and Programs	6
Director, Center for International Trade and Development	1
Director/Chief of College Safety and Police	6
Director, Communications and Web Development	6
Director, Contracts, Compliance & Legal Services/ Assistant to the Chancellor	1, 2
Director, Cooperative Title V	6
Dean, Riverside School for the Arts	6
Director, Corporate and Business Development	6
Director, Design And Construction	1, 2
Director, Distance Education	6
Director, Diversity and Human Resources	6
Director, Facilities Operations and Maintenance	6
Director, Facilities Planning Design and Construction	1, 2
Director, Fire Technology/Fire Academy Program	6
Director, Food Services	6
Director, Foster and Kinship Care Education Program	6
Director, Foster Youth Emancipation Program	6

DESIGNATED EMPLOYEES'
TITLE/FUNCTION

DISCLOSURE CATEGORY
ASSIGNED

Director, Gear Up	6
Director, Grants and Contract Services	6
Director, Hospitality/Culinary Arts Program	6
Director, Internal Audits	6
Director, Law Enforcement Training Programs	6
Director, Middle College High School	6
Director, Plant Operations and Maintenance	6
Director, Procurement Assistance Center	6
Director, RCC Foundation and Alumni Affairs	6
Director, Software Development	6
Director, Upward Bound Program	6
Director, Workforce Preparation Grants & Contracts	6
District Associate Dean, School of Nursing	6
District Controller	1, 2
District Dean Institutional Research	6
District Dean, Admissions and Records	6
District Dean, Disabled Student Programs and Services	6
District Dean, Occupational Education	6
District Dean, Open Campus	6
District Dean, Physical Education and Athletics	6
District Dean, School of Nursing	6
District Dean, Student Financial Services	6

DESIGNATED EMPLOYEES'
TITLE/FUNCTION

DISCLOSURE CATEGORY
ASSIGNED

District Dean, Workforce Development	6
District Dean/Director, Institutional Reporting and Academic Services	6
District Director, Diversity, Equity and Compliance	6
District Director, Health Services	6
District Director, Sports Information/Athletic Event Supervisor	6
EOPS Director	6
Early Childhood Education Center Manager	6
Executive Assistant to the Chancellor and Chief of Staff	1
Executive Dean, Technology and Learning Resources	6
Executive Dean, Workforce Development and Student Support Programs	6
Facilities Manager, Grounds and Projects	6
Food Services Manager	6
General Counsel	1, 2
Health Services Supervisor	6
Human Resources Administrative Manager	6
Instructional Media Center Manager	6
Instructor/Dean, Health Sciences Program	6
International Trade Specialist	6
Library Learning Resources Administrative Manager	6
Maintenance Manager	6
Maintenance Site Manager	6

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE/FUNCTION</u>	<u>DISCLOSURE CATEGORY</u> <u>ASSIGNED</u>
Manager, Payroll	6
Microcomputer Support Supervisor	6
Network Manager	6
Outcomes Assessment Specialist	6
President, Moreno Valley Campus	1, 2
President, Norco Campus	1, 2
President, Riverside City College	1, 2
Producing/Artistic Director	1
Project Director, Title V Developing Hispanic Service Institutions Grant	6
Project Director, Gateway to College	6
Project Manager	6
Purchasing Manager	5
Purchasing Specialist	5
Statewide Director, Center for International Trade Development	6
Student Services Supervisor	6
Supervisor/Sergeant, Safety and Police	6
Talent Search Director	6
Title V, Grant Coordinator	6
Tri Tech Small Business Development Center Director	6
Trio Director	6
Vice Chancellor, Academic Affairs	6

DESIGNATED EMPLOYEES'
TITLE/FUNCTION

DISCLOSURE CATEGORY
ASSIGNED

Vice Chancellor, Diversity & Human Resources	6
Vice Chancellor, Student Services and Operations	6
Vice President, Academic Affairs	6
Vice President, Business Services	1, 2
Vice President, Career and Technical Programs	6
Vice President, Educational Services	6
Vice President, Student Services	6
Warehouse Supervisor	6
Consultant ⁴	

⁴ Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chancellor, or designee, may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor's, or designee's, determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT B

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside the jurisdiction of the District.

Category 3: All investments and business positions in, and sources of income from business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in, and sources of income from business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department, Unit or Division.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: November 18, 2008

Subject: Revised and New Board Policies – First Reading

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

The District

Policy 1200 – District Mission – updating the revised District and Riverside City College mission statements.

General Institution

3505 – Disaster Preparedness/Emergency Operations Plan. This was pulled from the October agenda in order to provide more information about violations and penalties. This is a new policy for the District.

3519 – Elder Abuse or Dependent Adult Abuse Reporting – This is a new policy for the District. When the District adopted the Policy on Child Abuse Reporting, it was suggested that a similar policy be prepared re Elder Abuse.

Academic Affairs

4220 – Standards of Scholarship – This is a new Policy for the District

4225 – Course Repetition – This is a new Policy for the District

4231 – Grade Changes – This is a new Policy for the District

4270 – Attendance Reporting – Replaces current Policy 6055.

Human Resources

7310 – Nepotism – Replaces current RCCD Policies 3005/4005. This was pulled from the October agenda for revision/addition of some language.

7330 – Communicable Disease – New

7340 – Leaves – Replaces current RCCD Policies 3020/4020 and 4021.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 1200, 3505, 3519, 4220, 4225, 4231, 4270, 7310, 7330 and 7340.

Irving G. Hendrick
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

Riverside Community College District Policy

No. 1200

**The District
DRAFT**

BP 1200 DISTRICT MISSION

Reference:

Accreditation Standard I

The mission of the ~~Riverside Community College District~~ is:

Riverside Community College District
Mission Statement

Revised and Adopted by the Board of Trustees on October 21, 2008

Riverside Community College district is dedicated to the success of our students and to the development of the communities we serve.

To advance this mission, our colleges and learning centers provide educational and student services to meet the needs and expectations of their unique communities of learners.

To support this mission, District Offices provide our colleges with central services and leadership in the areas of advocacy, resource development, and planning.

~~The Riverside Community College District is accessible and comprehensive, committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, and occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial and supplemental instruction for under-prepared students. Through its three constituent colleges, Moreno Valley, Norco and Riverside City, the District works in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves. The District serves Western Riverside County from three interrelated colleges in the cities of Riverside, Norco and Corona, and Moreno Valley.~~

Moreno Valley Campus
Mission Statement
Adopted by MV Strategic Planning Committee, May 11, 2006

Responsive to the educational needs of its region, Moreno Valley College offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially, in health and public service preparation.

Norco Campus
Mission Statement
Adopted by Norco Strategic Planning Committee, May 15, 2006

Today's students, tomorrow's leaders.

Norco College, located in western Riverside County, provides a range of high quality educational programs, services, and learning environments that meet the needs of a diverse community. We equip our students with the academic and technological skills to attain their goals in higher, occupational, and continuing education, workforce development, and personal enrichment while they achieve established learning outcomes. Norco College fosters the development of technological programs to meet the needs of the growing business community. As a continuing process, we listen to our community and respond to its needs while engaging in self-examination and ongoing dialogue, planning, and improvement.

Riverside City **College**
Mission Statement
Revised and Adopted by Riverside Strategic Planning Committee, May 30, 2008

Riverside City College provides an affordable, high-quality education, including comprehensive student services and community programs, by empowering and supporting a diverse community of learners as they work toward individual achievement and life-long learning. To help students achieve their goals, the college offers tutorial and supplemental instruction, pre-college courses, transfer programs, career preparation, and technical programs leading to certificates or associate degrees. Based on a learner-centered philosophy, the college fosters critical thinking, develops information and communication skills, expands the breadth and application of knowledge, and promotes community and global awareness.

~~Riverside City College empowers a diverse community of learners toward individual achievement, success and lifelong learning by providing comprehensive services and~~

~~innovative educational opportunities.~~

The mission statements are evaluated and revised on a regular basis.

Date Adopted: May 15, 2007

Revised:

**General Institution
DRAFT**

**BP 3505 DISASTER PREPAREDNESS/EMERGENCY OPERATIONS
PLAN**

References:

Disaster Relief Act
California Emergency Services Act, Government Code Sections 8550-8668
Penal Code Sections, 148(a) and 529.5

The District has established this Policy with the objective of ensuring the well being, safety and security of all personnel, students, visitors and children in child care programs during an emergency and to protect District property and data. This Policy will provide for the preparation and carrying out of plans for the protection of persons and property within the District in the event of the emergency or disaster conditions hereinafter referred to, the direction of the disaster organization and the coordination of the disaster functions of the District, with the City, County and with all other public agencies, corporations, organizations and affected private parties.

The Chancellor is directed to prepare an Emergency Operations Plan for the District. Said Plan shall be the Procedure for this Policy.

DEFINITIONS

As used in this Policy, the following words and phrases shall have the meanings respectively ascribed to them:

Local Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of the District, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy.

State of Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the District caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency”, which conditions, by reason of their magnitude, are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of any single city or county and require the combined forces of a mutual aid region or regions to combat.

State of War Emergency – the conditions which exist immediately, with or without a

proclamation of the Governor, whenever this State or nation is attacked by an enemy of the United States, or upon receipt by the State of a warning from the Federal Government indicating that such an enemy attack is probable or imminent.

Other terms used herein shall have meanings as used in the California Emergency Services Act.

MEMBERSHIP OF DISASTER CORPS

The District disaster corps consists of all employees of the District, together with all volunteers and all groups, organizations and persons commandeered under the provisions of the California Emergency Services Act and this Policy, with all equipment and material publicly owned, volunteered, commandeered or in any way under the control of the aforementioned personnel, for the support of the aforementioned personnel in the conduct of disaster operations.

ACTIVATION OF DISASTER CORPS

The District disaster corps shall be activated and shall function as a disaster relief body, only:

- 1. Upon the existence of a “state of war emergency”;***
- 2. Upon the declaration by the Governor of the state, or of persons authorized to act in his stead, of a “state of emergency” affecting and including the District;***
- 3. Upon the declaration of a “local emergency” by the Riverside County Board of Supervisors, or by persons authorized to act in its stead, affecting and including the District;***
- 4. Upon the declaration of a “local emergency” by the City Councils of the Cities of Riverside, Moreno Valley, and Norco, or by persons authorized to act in their stead, affecting and including the District; or,***
- 5. Upon the declaration of a “local emergency” by the Board of Trustees of the District, or by persons authorized to act in their stead.***

EMERGENCY OPERATIONS PLAN (EOP)

The disaster corps shall be composed of such elements as are provided for in the EOP of the District. The administrators of the District shall have the authority and duty to plan for the mobilization, operation and support of that segment of the disaster corps for which each is responsible as provided for in the EOP of the District and to conduct the activities thereof.

A copy of the EOP is available on the District’s website at _____, or in the office of the Chancellor, Vice Chancellors, Presidents, the Emergency Operations Center and each Department Operations Center.

EMERGENCY SERVICES DIRECTOR

The Chancellor shall be the Emergency Services Director (ESD) and shall have authority over a declared District emergency. In the absence or inability to act of the Chancellor, he/she shall be succeeded as Emergency Services Director by the following officials in the order named:

***Vice Chancellor, Student Services and Operations
Vice Chancellor, Administration and Finance***

EMERGENCY SERVICES DIRECTOR – POWERS AND DUTIES

The ESD shall have the following powers and duties:

- 1) To make appointments, subject to the approval of the Board of Trustees, within the disaster corps;***
- 2) To request the Board of Trustees to proclaim the existence of a “local emergency” if the Board is in session, or to issue such proclamation if the Board is not in session. Whenever a “local emergency” is proclaimed by the ESD, the Board shall take action to ratify the proclamation with seven days thereafter or the proclamation shall have no further force or effect;***
- 3) During the existence of a “state of war emergency”, or the proclaimed existence of a “state of emergency”, or a “local emergency” affecting the District to:***
 - A) Control and direct the activities of the District’s disaster corps,***
 - B) Use all District resources for the preservation of life and property and to reduce the effects of disaster,***
 - C) Resolve questions of authority and responsibility that may arise in disaster operations,***
 - D) Obtain vital supplies, equipment and other resources needed for the preservation of life and property by either binding the District for fair value thereof or, if required immediately, by commandeering same for public use,***
 - E) Delegate to administrators and other employees of the District such duties and authorities as he/she deems necessary,***
 - F) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by any conditions proclaimed as provided herein,***
 - G) Require emergency services of any District administrator or other employee and to command the aid of as many citizens of the community as he/she deems necessary in the execution of his/her duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,***

- H) **Exercise complete authority over the District,**
 - I) **Apply for federal financial assistance under the Disaster Relief Act.**
- 4) ***In addition to the powers noted here, the ESD shall have such powers incidental to the performance of his/her duties as ESD as shall be necessary to allow him/her to carry out the EOP of the District. It is the intent of the powers enumerated in this Policy are not intended to be limitations upon his/her power.***

OFFICE OF EMERGENCY SERVICES

The office of emergency services shall be headed by the Emergency Services Coordinator (ESC), who is the District's Director/Chief, College Safety and Police. This office may consist of other positions as may be established by the Board.

EMERGENCY SERVICES COORDINATOR – POWERS AND DUTIES

The ESC shall, prior to the existence of a “state of war emergency”, a “state of emergency”, or a “local emergency”:

- 1) ***Develop and coordinate basic disaster planning for the District to provide for the use of all governmental entities; resources and equipment; all commercial and industrial resources; and all such special groups, bodies and organizations as may be needed to support disaster operations;***
- 2) ***Develop and coordinate such disaster training programs and exercises as may be needed;***
- 3) ***Develop and coordinate a public information program designed for basic self-protection;***
- 4) ***Coordinate planning and training with the Riverside County Office of Emergency Services and with other federal, state, county and city disaster or emergency agencies, and with appropriate elements of the Armed Forces;***
- 5) ***Recommend to the ESD matters of policy for consideration by the Board insofar as they relate to disaster; and,***
- 6) ***During a “state of war emergency”, a “state of emergency”, or a “local emergency” affecting the District, the ESC shall:***
 - A) ***Serve as staff advisor to the ESD; and,***
 - B) ***Perform such duties as may be assigned by the ESD.***

ORDERS

During the existence of a “state of war emergency” or of a proclaimed “state of emergency” or “local emergency” affecting the District, each member of the District disaster corps shall have authority to require that all persons follow reasonable orders given by him/her within the scope of his/her functions in order to execute the EOP of the District, and the willful failure of any person to follow such reasonable order or orders is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than six months, or both.

CONTINUITY OF GOVERNMENT

For the purposes of this Policy, the line of succession for key personnel of the government and operation of the District shall be as follows:

- 1) For the Chancellor: Anyone of the following positions, based on ability to serve – Vice Chancellor Academic Affairs, Vice Chancellor Administration and Finance, Vice Chancellor Diversity and Human Resources, Vice Chancellor Student Services/Operations.***

POWERS OF SUCCESSION – DISTRICT DEPARTMENTS

Each person who succeeds to each position of office within a District Department, as provided herein, and as provided in the EOP of the District, shall succeed to all the powers and duties of the office succeeded to immediately upon such succession.

VIOLATIONS

It is a misdemeanor for any person during a disaster to:

- 1) Willfully obstruct, hinder or delay any member of the District disaster corps in the enforcement of any lawful rule, regulation or order issued pursuant to this Policy, or in the performance of any duty imposed upon them by virtue of this Policy;***
- 2) Do any act forbidden by any lawful rule, regulation or order issued pursuant to this Policy if such is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil life or property, or to prevent, hinder or delay the defense or protection of persons or property;***
- 3) Wear, carry or display, without authority, any means of identification specified by the civil defense and/or disaster agencies of the federal or state governments.***

PENALTIES

For Violations 1 and 2 above, the penalty shall be punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both the fine and imprisonment.

For Violation 3 above, the offense is a misdemeanor, punishable by imprisonment in a county jail not exceeding one year, or by a fine not exceeding one thousand dollars (\$1,000), or by both the fine and imprisonment.

NOTE: This Policy is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue. Language in ***bold italic type*** has been prepared by RCCD staff.

Date Adopted:

Riverside Community College District Policy

No. 3519

**General Institution
DRAFT**

BP 3519 ELDER OR DEPENDENT ADULT ABUSE REPORTING

References:

Penal Code Sections 11174.4 – 11174.9;

Welfare and Institutions Code Sections 9700, 15600, **et seq.**, and 15750 - 15766

The Chancellor shall establish procedures related to the reporting of suspected abuse and neglect of elder and/or dependent adults.

NOTE: This policy is **legally advised**. The language in **bold type** is recommended wording from RCCD staff based on state law. There does not appear to be a current policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by RCCD staff)

Academic Affairs
DRAFT

BP 4220 STANDARDS OF SCHOLARSHIP

References:

Education Code Section 70902(b)(3);
Title 5 Sections **55002-55044**

The Chancellor shall establish procedures for standards of scholarship consistent with the provisions of Title 5 Sections 55750 et seq. and Board Policy.

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

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

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

Date Adopted:

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

Riverside Community College District Policy

No. 4225

**Academic Affairs
DRAFT**

BP 4225 COURSE REPETITION

References:

Title 5 Sections 55**040-55044**, and 58161

Students may repeat courses in which substandard grades (*D, F, or N/P*) were earned; *extenuating circumstances demonstrated; a significant lapse of time (defined as 5 years or more); the course is a special class for students with disabilities which needs to be repeated; or, the repetition is necessary to meet a legal mandate as a condition of continued paid or voluntary employment.*

When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history.

Under special circumstances, students may repeat courses in which a C, CR, P or better grade is earned. The special circumstances are defined in administrative procedures.

NOTE: *This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). Language in **bold italic type** is provided by RCCD staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.*

Date Adopted:

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

**Academic Affairs
DRAFT**

BP 4231 GRADE CHANGES

Reference:

Education Code Sections 76224 and 76232
Title 5, Section 55025

The Chancellor shall implement procedures to assure the accuracy and integrity of all grades awarded by faculty. The procedures shall include, but not necessarily be limited to, the following:

- ❖ Assurance that in the absence of mistake, bad faith, fraud or incompetence, the grades awarded by faculty shall be final.
- ❖ Procedures for students to challenge the correctness of a grade.
- ❖ The installation of security measures to protect grade records and grade storage systems from unauthorized access.
- ❖ Limitations on access to grade records and grade storage systems.
- ❖ Discipline for students or staff who are found to have gained access to grade records without proper authorization or to have changed grades without proper authorization.
- ❖ Notice to students, faculty, transfer institutions, accreditation agencies and law enforcement agencies if unauthorized access to grade records and grade storage systems is discovered to have occurred.

Also see BP 3310 titled Records Retention and Destruction, AP 4231 titled Grade Changes, and BP/AP 5040 titled Student Records.

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff.

Date Approved:

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

**Student Services
DRAFT**

BP 4270 ATTENDANCE REPORTING

References:

Title 5 Sections 51000 et seq., ~~59020, 59022, 59023, 59024, 59025,~~
~~59026, 59027, 59028, and 59029;~~
Education Code Sections ~~68000, 71020, 76000, 76300, 84040, 84040.5,~~
~~84040.6, and 84500~~

❖ **From Riverside CCD Policy 6055 titled Enrollment, Attendance, and Disenrollment**

The Riverside Community College District recognizes the importance of establishing guidelines for attendance accounting. Therefore, in accordance with State guidelines, ~~regulations and procedures shall be established to document all course enrollment, attendance, and disenrollment information.~~ ***This information will be reported three (3) times per year in the District's Apportionment Attendance Report (320 Report).*** ~~Approved procedures for the implementation of this policy are to be found in the Office of Admissions and Records.~~

NOTE: This policy is **legally required**. The language in regular type is current Riverside CCD Policy 6055 titled Enrollment, Attendance, and Disenrollment adopted on 3-6-84. The language in **bold italic type** has been provided by RCCD staff.

Date Adopted:

(Replaces current Riverside CCD Policy 6055)

Riverside Community College District Policy

No. 7310

**Human Resources
DRAFT**

BP 7310 NEPOTISM

References:

Government Code Sections 1090 et seq. and 12920 et seq.
California Family Code 297, et seq.

Members of an immediate family may hold positions in the District. The term "Immediate family" as used in this policy means those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew or any person living in the employee's household. For purposes of these provisions, "spouse" includes the domestic partner of an employee as defined by Section 297 of the California Family Code.

Members of an immediate family shall not be assigned to a position within the same department, division, or site, which has an immediate family member as a supervisor or administrator who is in a position to recommend or influence personnel decisions with respect to the relative. Personnel decisions include appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or compensation.

The District will make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest.

It is recognized that current assignments may exist in conflict with this policy. Where such may occur, the Chancellor or designee will be responsible for determining the appropriateness of the assignment. The District retains the right to reassign or transfer employees where such assignments have the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest.

Should it be determined a reassignment is necessary to comply with the intent of this policy, the Chancellor may make such reassignment without financial penalty to those involved.

Employees have the responsibility for disclosing in writing that a conflict of interest may exist to the dean, director, department head or other relevant administrator prior to making any employment decisions.

The appropriate collective bargaining organization will be notified in writing of any recommended reassignment of a unit member under this policy. The collective bargaining organization will be allowed fifteen (15) working days to respond in writing to the Vice Chancellor of Human Resources or designee and the Board of Trustees, and to meet with the Vice Chancellor of Human Resources or designee, before the Chancellor takes action on the reassignment.

~~The Board of Trustees recognizes that the Riverside Community College District may employ for any position qualified individuals who are related to a current employee. This policy establishes regulations for the District.~~

~~It is the policy of the Riverside Community College District to employ the best qualified individuals based on the total needs of the communities it serves.~~

~~The District may employ for any position, qualified persons who are related to a current employee provided the following conditions are met:~~

- ~~A. Employees of the District shall not initiate or participate in personnel decisions such as appointment, retention, re-appointment, tenure, work assignment, promotion, demotion, salary, termination, leave of absence, etc., of members of their immediate family; and~~
- ~~B. Employees of the District shall not participate in the evaluation of another person who is in their immediate family; and~~
- ~~C. Employees of the District shall not exercise direct supervision over another person who is in their immediate family.~~

~~For purposes of the policy, "members of the immediate family" as used in this section mean those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew or any person living in the employee's household.~~

NOTE: *This policy is **legally advised**. The language in **bold italic type** is provided by RCCD staff. The information in **regular type** is current Riverside CCD Policy 3005/4005 titled Employment of Relatives/Nepotism adopted on 11-19-02.*

Date Adopted:

(Replaces current Riverside CCD Policy 3005/4005)

Riverside Community College District Policy

No. 7330

**Human Resources
DRAFT**

BP 7330 COMMUNICABLE DISEASE

References:

Education Code Sections 87408 and 87408.6

Newly hired academic employees, who have not previously been employed in an academic position within the State of California, shall have on file a medical certificate indicating freedom from communicable diseases. Said employee shall not commence service until the required medical certificate has been provided to the District.

All newly hired employees must show that they have been examined within the past 60 days to determine that they are free from active tuberculosis. Thereafter, the employee shall be required to undergo testing every four years to determine that they are free from tuberculosis.

See also Administrative Procedure 7330 Communicable Diseases and Administrative Procedure 7336 Certification of Freedom from Tuberculosis.

NOTE: *This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff. There does not appear to be a current policy that addresses this issue.*

Date Adopted:

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

Riverside Community College District Policy

No. 7340

**Human Resources
DRAFT**

BP 7340 LEAVES

References:

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

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

- illness leaves for all classes of permanent employees;
- vacation leave for members of the classified *and confidential* service, administrators, supervisors and managers;
- leave for service as an elected official of a community college district public employee organization, or of any statewide or national employee organization with which the local organization is affiliated (Education Code Sections 87768.5 and 88210);
- leave of absence to serve as an elected member of the legislature (Education Code Section 87701);
- pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945);
- use of illness leave for personal necessity (Education Code Sections 87784 and 88207);
- industrial accident leave;
- bereavement leave;
- jury service or appearance as a witness in court (Education Code Sections 87036 and 87037);
- military service (Education Code Section 87700); and
- sabbatical leaves

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

- ❖ **From current Riverside CCD Policy 3020/4020 titled Management Leaves of Absence**

~~The Board of Trustees shall provide appropriate leaves of absence for Management/ Supervisory employees as required by statute and as the Board may choose to supplement.~~

❖ **From current Riverside CCD Policy 4021 titled Confidential Classified Leaves of Absence**

~~The Board of Trustees shall provide appropriate leaves of absence for Confidential Classified Employees as required by statute and as the Board may choose to supplement.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 3020/4020 titled Management (Academic) Leaves of Absence adopted on 10-1-85, Policy 4021 titled Confidential Classified Leaves of Absence adopted on 3-18-85,

Date Adopted:

(Replaces current Riverside CCD Policies 3020/4020, 4021)