

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE
February 17, 2009 – 6:00 p.m.
Student Services Lobby, Norco Campus

Committee Members: José Medina, Committee Chairperson
Janet Green, Vice Chairperson
Ray Maghroori, Vice Chancellor, Academic Affairs
Linda Lacy, 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)
Jonell Guzman, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Agreement with Ramona Munsell & Associates Consulting, Inc. (Riverside)
- The Committee to review the agreement to provide eligibility establishment and proposal development services. The term of the agreement is February 25, 2009 through September 30, 2016.
2. Agreement with Ramona Munsell & Associates Consulting, Inc. (Moreno Valley)
The Committee to review the agreement to provide eligibility establishment and proposal development services. The term of the agreement is February 25, 2009 through September 30, 2016.
3. Agreement with Ramona Munsell & Associates Consulting, Inc. (Norco)
The Committee to review the agreement to provide eligibility establishment and proposal development services. The term of the agreement is February 25, 2009 through September 30, 2016.

4. Basic Skills Students: A Closer Look
 - The Committee to be presented with a report on the research effort designed to establish baseline data.
5. Curriculum Process in a Three-College District
 - The Committee to be presented with an update on the development, and approval process for curriculum.
6. 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: February 24, 2009

Subject: Agreement with Ramona Munsell & Associates Consulting, Inc. (Riverside)

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Ramona Munsell & Associates Consulting, Inc. to provide for eligibility establishment and proposal development services related to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program for Riverside City College. Services also include grant management consultation in the case that an award is obtained. The agreement covers a period of time from February 25, 2009 through September 30, 2016. Payment for these services will not exceed five percent (5%) of the total amount awarded each year of the five-year grants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Patrick Schwerdtfeger
Vice President, Academic Affairs, Riverside City College

Independent Contractor Agreement
Between Riverside Community College District
On Behalf of Riverside City College
And Ramona Munsell & Associates Consulting, Inc.

This Agreement is entered into this February 25, 2009 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Ramona Munsell & Associates Consulting, Inc., whose address is 21 Connie Lane, Bella Vista, Arkansas 72714, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning February 25, 2009, and will continue in effect until the date of the 2011 submission deadline for the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program (in the case that no award is obtained in the first or second submission cycle), or five years from the date the Title V award period begins, in the case that an award is granted in any of the three submission cycles referenced in this agreement.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in and by the deadline specified in "Exhibit A."
- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 4.04 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time during the initial proposal development phase and up to and including thirty (30) days after submission by giving 15 days written notice to the other. After this period of time, both parties agree that there will be no termination option for the duration of the contractual relationship. In the case that this termination option is invoked in the thirty (30) day period following the initial submission and an award is secured in this first submission cycle, the termination will be deemed void and the Contractor paid all residual compensation resulting from that award. In the case the the U.S. Department of Education does not have funding available to release an RFP for the Title V Program in 2009, the subsequent submission cycle will be considered as the first of the three required of this agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this Agreement and not as officers, employees or agents of RCCD.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
- 7.05 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.
- 7.06 Indemnification and Hold Harmless. During the term of this Agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of Contractor, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
- 7.07 Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, gender, age or sexual orientation.

ARTICLE XIII. NOTICES

- 8.01 All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD: Colleen Molko
Associate Director, Grants
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Contractor: Ramona Munsell
Ramona Munsell & Associates Consulting, Inc.
21 Connie Lane
Bella Vista, Arkansas 72714

8.02 All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization Page

Riverside Community College District

Ramona Munsell
Ramona Munsell & Associates
Consulting, Inc.

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Ramona Munsell & Associates Consulting, Inc.

Scope of Services

With this Agreement, Contractor will perform services and produce deliverables as detailed within this scope of service.

Title V Developing Hispanic-Serving Institutions Program
Eligibility Establishment and Proposal Development Services

Contractor will provide eligibility establishment and proposal development services to Riverside City College that will include, but not be limited to the following:

- Assist the College in establishing both institutional and Title V Program-specific eligibility
- Perform all activities necessary to plan and develop one Title V proposal package for the Riverside City College, first in draft form, then in final submission format, incorporating input from college officials in all drafts. Proposal development services will include the review of all documents and attachments considered to be part of the application package.
- Confer with college officials at the Riverside City College to develop the focus and a detailed plan for the grant application.

Contractor will not be expected to prepare or complete the Program Assurances and Certifications, the Application Face Sheet or Budget Forms, although guidance will be provided relevant to the development of the project budget. The Client will be responsible for the

completion and submission of these documents as well as submission of the application electronically on Grants.gov.

The services provided by the Contractor will also include grant management assistance in establishing appropriate program and fiscal controls, technical assistance with program implementation, and assistance with annual performance reports during the term of the grant, in the case that a grant award is obtained.

If a grant is not obtained, the Client will continue working with the Consultant for at least two more annual cycles under the conditions cited herein. A funding cycle is a period in which one competition for a Title V grant occurs and in which the College establishes eligibility, submits a complete proposal on or before the application deadline, and the application is accepted and reviewed. In the event that the joint efforts of the Client and Contractor are unsuccessful after three annual cycles as defined above, and unless this agreement is renewed by joint consent, the Client and Contractor are released from further obligations of one to the other. It is agreed that the Contractor will serve only in a consultant or advisory capacity and that the Client retains its decision-making powers in both the preparation of the proposal and in the management of the grant program.

The Contractor will not name Ramona Munsell & Associates Consulting, Inc. or any other consultant or individual in any portion of the proposal, unless specifically requested by the Client to do so. Instead, Contractor will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

The following will be delivered to the Client a full two weeks prior to the respective submission deadlines as a result of the provision of services described within this Scope of Services: Final

documents relating to eligibility establishment and proposal development services as described above for the Title V Developing Hispanic-Serving Institutions Program. The Contractor will ensure that all rules, regulations, and legislative requirements and funding criteria are fully addressed in the final draft.

EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Ramona Munsell & Associates Consulting, Inc.

Compensation

It is agreed that should the proposal be successful as a result of the joint efforts of the Contractor and Client, the Client will pay the Contractor a fee equal to five percent (5%) of the Title V funds received by the Client each year during the term of the grant. Payment of the Contractor's fee will be made in equal, quarterly installments, commencing with the date the grant begins (October 1).

In the case that the termination option is invoked during the thirty (30) day period after the first submission, the Contractor will be paid a flat sum of \$15,000 for the work performed. If after paying that sum, an award is made, causing the termination option to be deemed void, \$15,000 will be deducted from the first quarterly residual payment related to the award. All fees will be paid from the general fund and will not be charged to the grant.

These agreed upon totals include all Contractor outlays (time, travel, materials, etc.).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-2

Date: February 24, 2009

Subject: Agreement with Ramona Munsell & Associates Consulting, Inc. (Moreno Valley)

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Ramona Munsell & Associates Consulting, Inc. to provide for eligibility establishment and proposal development services related to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program for Moreno Valley campus. Services also include grant management consultation in the case that an award is obtained. The agreement covers a period of time from February 25, 2009 through September 30, 2016. Payment for these services will not exceed five percent (5%) of the total amount awarded each year of the five-year grants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Monte Perez
President, Moreno Valley Campus

Independent Contractor Agreement
Between Riverside Community College District
on Behalf of the Moreno Valley Campus
And Ramona Munsell & Associates Consulting, Inc.

This Agreement is entered into this February 25, 2009 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Ramona Munsell & Associates Consulting, Inc., whose address is 21 Connie Lane, Bella Vista, Arkansas 72714, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning February 25, 2009, and will continue in effect until the date of the 2011 submission deadline for the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program (in the case that no award is obtained in the first or second submission cycle), or five years from the date the Title V award period begins, in the case that an award is granted in any of the three submission cycles referenced in this agreement.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in and by the deadline specified in "Exhibit A."
- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 4.04 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time during the initial proposal development phase and up to and including thirty (30) days after submission by giving 15 days written notice to the other. After this period of time, both parties agree that there will be no termination option for the duration of the contractual relationship. In the case that this termination option is invoked in the thirty (30) day period following the initial submission and an award is secured in this first submission cycle, the termination will be deemed void and the Contractor paid all residual compensation resulting from that award. In the case the the U.S. Department of Education does not have funding available to release an RFP for the Title V Program in 2009, the subsequent submission cycle will be considered as the first of the three required of this agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this Agreement and not as officers, employees or agents of RCCD.
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- 7.05 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.
- 7.06 Indemnification and Hold Harmless. During the term of this Agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of Contractor, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
- 7.07 Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, gender, age or sexual orientation.

ARTICLE XIII. NOTICES

- 8.01 All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD: Colleen Molko

Associate Director, Grants
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Contractor: Ramona Munsell
Ramona Munsell & Associates Consulting, Inc.
21 Connie Lane
Bella Vista, Arkansas 72714

8.02 All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization Page

Riverside Community College District

Ramona Munsell
Ramona Munsell & Associates
Consulting, Inc.

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Ramona Munsell & Associates Consulting, Inc.

Scope of Services

With this Agreement, Contractor will perform services and produce deliverables as detailed within this scope of service.

Title V Developing Hispanic-Serving Institutions Program
Eligibility Establishment and Proposal Development Services

Contractor will provide eligibility establishment and proposal development services to the Moreno Valley Campus that will include, but not be limited to the following:

- Assist the Campus in establishing both institutional and Title V Program-specific eligibility
- Perform all activities necessary to plan and develop one Title V proposal package for the Moreno Valley Campus, first in draft form, then in final submission format, incorporating input from campus officials in all drafts. Proposal development services will include the review of all documents and attachments considered to be part of the application package.
- Confer with campus officials at the Moreno Valley Campus to develop the focus and a detailed plan for the grant application.

Contractor will not be expected to prepare or complete the Program Assurances and Certifications, the Application Face Sheet or Budget Forms, although guidance will be provided relevant to the development of the project budget. The Client will be responsible for the completion and submission of these documents as well as submission of the application electronically on Grants.gov.

The services provided by the Contractor will also include grant management assistance in establishing appropriate program and fiscal controls, technical assistance with program implementation, and assistance with annual performance reports during the term of the grant, in the case that a grant award is obtained.

If a grant is not obtained, the Client will continue working with the Consultant for at least two more annual cycles under the conditions cited herein. A funding cycle is a period in which one competition for a Title V grant occurs and in which the College establishes eligibility, submits a complete proposal on or before the application deadline, and the application is accepted and reviewed. In the event that the joint efforts of the Client and Contractor are unsuccessful after three annual cycles as defined above, and unless this agreement is renewed by joint consent, the Client and Contractor are released from further obligations of one to the other. It is agreed that the Contractor will serve only in a consultant or advisory capacity and that the Client retains its decision-making powers in both the preparation of the proposal and in the management of the grant program.

The Contractor will not name Ramona Munsell & Associates Consulting, Inc. or any other consultant or individual in any portion of the proposal, unless specifically requested by the Client to do so. Instead, Contractor will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

The following will be delivered to the Client a full two weeks prior to the respective submission deadlines as a result of the provision of services described within this Scope of Services: Final documents relating to eligibility establishment and proposal development services as described above for the Title V Developing Hispanic-Serving Institutions Program. The Contractor will

ensure that all rules, regulations, and legislative requirements and funding criteria are fully addressed in the final draft.

EXHIBIT B

Independent Contractor Agreement Between Riverside Community College District And Ramona Munsell & Associates Consulting, Inc.

Compensation

It is agreed that should the proposal be successful as a result of the joint efforts of the Contractor and Client, the Client will pay the Contractor a fee equal to five percent (5%) of the Title V funds received by the Client each year during the term of the grant. Payment of the Contractor's fee will be made in equal, quarterly installments, commencing with the date the grant begins (October 1).

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These agreed upon totals include all Contractor outlays (time, travel, materials, etc.).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-3

Date: February 24, 2009

Subject: Agreement with Ramona Munsell & Associates Consulting, Inc. (Norco)

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Ramona Munsell & Associates Consulting, Inc. to provide for eligibility establishment and proposal development services related to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program for Norco campus. Services also include grant management consultation in the case that an award is obtained. The agreement covers a period of time from February 25, 2009 through September 30, 2016. Payment for these services will not exceed five percent (5%) of the total amount awarded each year of the five-year grants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Gaither Loewenstein
Vice President, Educational Services, Norco Campus

Independent Contractor Agreement
Between Riverside Community College District
on Behalf of the Norco Campus
And Ramona Munsell & Associates Consulting, Inc.

This Agreement is entered into this February 25, 2009 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Ramona Munsell & Associates Consulting, Inc., whose address is 21 Connie Lane, Bella Vista, Arkansas 72714, hereinafter referred to as the "Contractor".

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7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this Agreement and not as officers, employees or agents of RCCD.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
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- 7.06 Indemnification and Hold Harmless. During the term of this Agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of Contractor, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
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RCCD: Colleen Molko

Associate Director, Grants
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Contractor: Ramona Munsell
Ramona Munsell & Associates Consulting, Inc.
21 Connie Lane
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Signature Authorization Page

Riverside Community College District

Ramona Munsell
Ramona Munsell & Associates
Consulting, Inc.

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Ramona Munsell & Associates Consulting, Inc.

Scope of Services

With this Agreement, Contractor will perform services and produce deliverables as detailed within this scope of service.

Title V Developing Hispanic-Serving Institutions Program
Eligibility Establishment and Proposal Development Services

Contractor will provide eligibility establishment and proposal development services to the Norco Campus that will include, but not be limited to the following:

- Assist the Campus in establishing both institutional and Title V Program-specific eligibility
- Perform all activities necessary to plan and develop one Title V proposal package for the Norco Campus, first in draft form, then in final submission format, incorporating input from campus officials in all drafts. Proposal development services will include the review of all documents and attachments considered to be part of the application package.
- Confer with campus officials at the Norco Campus to develop the focus and a detailed plan for the grant application.

Contractor will not be expected to prepare or complete the Program Assurances and Certifications, the Application Face Sheet or Budget Forms, although guidance will be provided relevant to the development of the project budget. The Client will be responsible for the completion and submission of these documents as well as submission of the application electronically on Grants.gov.

The services provided by the Contractor will also include grant management assistance in establishing appropriate program and fiscal controls, technical assistance with program implementation, and assistance with annual performance reports during the term of the grant, in the case that a grant award is obtained.

If a grant is not obtained, the Client will continue working with the Consultant for at least two more annual cycles under the conditions cited herein. A funding cycle is a period in which one competition for a Title V grant occurs and in which the College establishes eligibility, submits a complete proposal on or before the application deadline, and the application is accepted and reviewed. In the event that the joint efforts of the Client and Contractor are unsuccessful after three annual cycles as defined above, and unless this agreement is renewed by joint consent, the Client and Contractor are released from further obligations of one to the other. It is agreed that the Contractor will serve only in a consultant or advisory capacity and that the Client retains its decision-making powers in both the preparation of the proposal and in the management of the grant program.

The Contractor will not name Ramona Munsell & Associates Consulting, Inc. or any other consultant or individual in any portion of the proposal, unless specifically requested by the Client to do so. Instead, Contractor will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

The following will be delivered to the Client a full two weeks prior to the respective submission deadlines as a result of the provision of services described within this Scope of Services: Final documents relating to eligibility establishment and proposal development services as described above for the Title V Developing Hispanic-Serving Institutions Program. The Contractor will

ensure that all rules, regulations, and legislative requirements and funding criteria are fully addressed in the final draft.

EXHIBIT B

Independent Contractor Agreement Between Riverside Community College District And Ramona Munsell & Associates Consulting, Inc.

Compensation

It is agreed that should the proposal be successful as a result of the joint efforts of the Contractor and Client, the Client will pay the Contractor a fee equal to five percent (5%) of the Title V funds received by the Client each year during the term of the grant. Payment of the Contractor's fee will be made in equal, quarterly installments, commencing with the date the grant begins (October 1).

In the case that the termination option is invoked during the thirty (30) day period after the first submission, the Contractor will be paid a flat sum of \$15,000 for the work performed. If after paying that sum, an award is made, causing the termination option to be deemed void, \$15,000 will be deducted from the first quarterly residual payment related to the award. All fees will be paid from the general fund and will not be charged to the grant.

These agreed upon totals include all Contractor outlays (time, travel, materials, etc.).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-4

Date: February 24, 2009

Subject: Basic Skills Students: A Closer Look

Background: Presented for the Board's information is a report on research effort designed to establish baseline data that can inform basic skills efforts. This research is rooted in the Basic Skills Initiative, but has grown into a broader based exploration of data which may indicate a need for a rich variety of approaches to meet the needs of basic skills students, including differing campus based initiatives. This report is the first in a series of reports which will explore this topic from a research perspective over the next few years. The intent of this report is not to provide policy recommendations, but rather to provide information to inform discussions that will influence future policy decisions.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Basic Skills Students: A Closer Look

Daniel Martinez, Ph.D.
Associate Director, Institutional Research

Many initiatives to assist basic skills students have taken place over the years at RCCD. The most recent of these is the Basic Skills Initiative (BSI), “a multi-year effort to improve curriculum, instruction, student services, assessment, program practices and campus culture in the areas of ESL and basic skills across the state.” One part of the BSI project was a series of data-based questions that required a college or district to establish a baseline so that efforts could be measured to see what impact these efforts had over time.

This report grew from the development of the numbers to establish this baseline. In the process of answering the questions, more questions arose which revealed interesting and important information about these students. For example, district-wide data became much richer when the same question was parsed out by campus, pointing to the need to provide rather customized intervention techniques for each campus and for each student body. What also came to light was the fact that there is important information in what is *not* asked specifically but springs naturally from what *is* asked.

The intent of this report is not to provide policy recommendations, but rather to provide information to inform discussions that will influence future policy decisions.

The first question to ask is, “How many students are basic skills students?” Though this question appears to be straight forward, it could be answered in different ways. One way to answer the question is ask, “How many students currently enrolled are enrolled in at least one basic skills course?” Basic skills courses are defined in Title 5 as “those courses in reading, writing, computation, learning skills, study skills, and English as a Second Language which are designated by the community college district as non-degree credit courses.” The BSI notes that these courses are “necessary for student to succeed in college-level work.”

In Fall 2006, there were 51 courses coded as basic skills. Table 1 shows these courses.

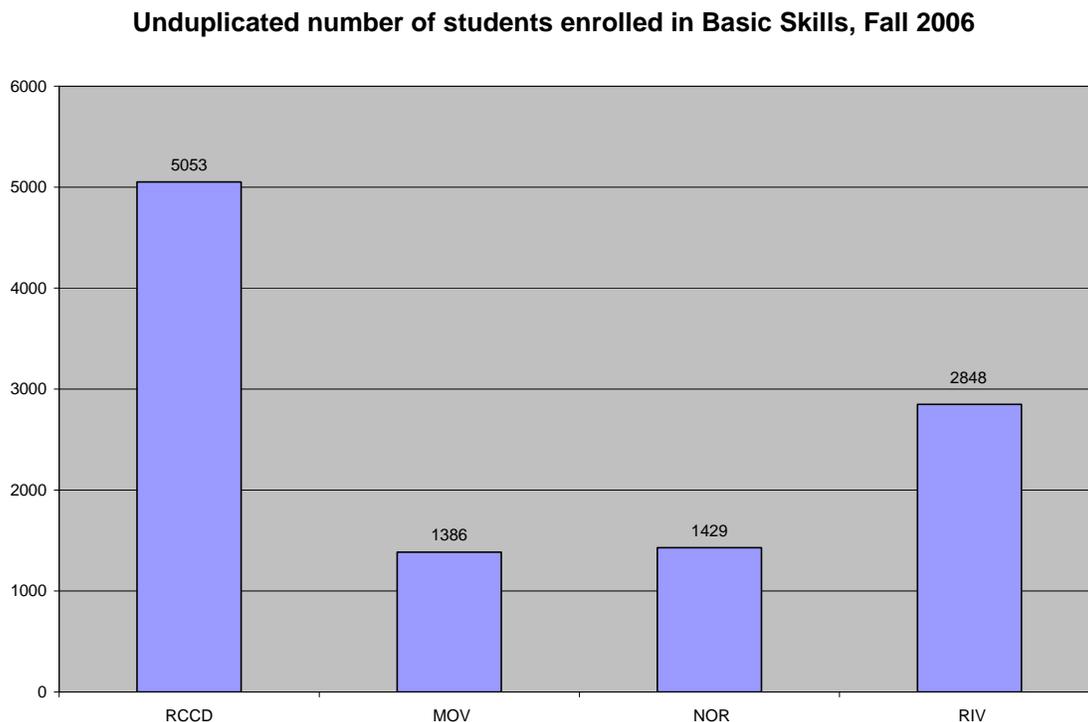
Table 1: Basic Skills courses offered in Fall 2006

English	ESL	Guidance	Math	Reading
ENG-185	ESL-51	GUI-85A	MAT-50	REA-102
ENG-60A	ESL-51A	GUI-85B	MAT-63	REA-81
ENG-60A1	ESL-51B		MAT-64	REA-82
ENG-60A2	ESL-52		MAT-65	REA-83
ENG-60A3	ESL-53		MAT-90A	REA-86
ENG-60A4	ESL-71		MAT-90B	REA-87
ENG-60B	ESL-72		MAT-90C	REA-95
ENG-90A	ESL-90A		MAT-90D	
ENG-90B	ESL-90B		MAT-90E	
ENG-90C	ESL-90C		MAT-90F	
	ESL-90D			
	ESL-90E			
	ESL-90F			
	ESL-90G			
	ESL-90H			
	ESL-90I			
	ESL-90J			
	ESL-90K			
	ESL-91			
	ESL-92			
	ESL-96			
	ESL-97			

In Fall 2006, there were 5,053 students (16.5%) enrolled in at least one course coded as basic skills¹ in the district. The percentage was a bit lower at MOV (14.9%, or 1,386 out of 9,305) and a bit higher at NOR (17.1%, or 1,429 out of 8,371) and RIV (16.9%, or 2,848 out of 16,856). Chart 1 shows these results.

¹ CB08="P" or "B"

Chart 1

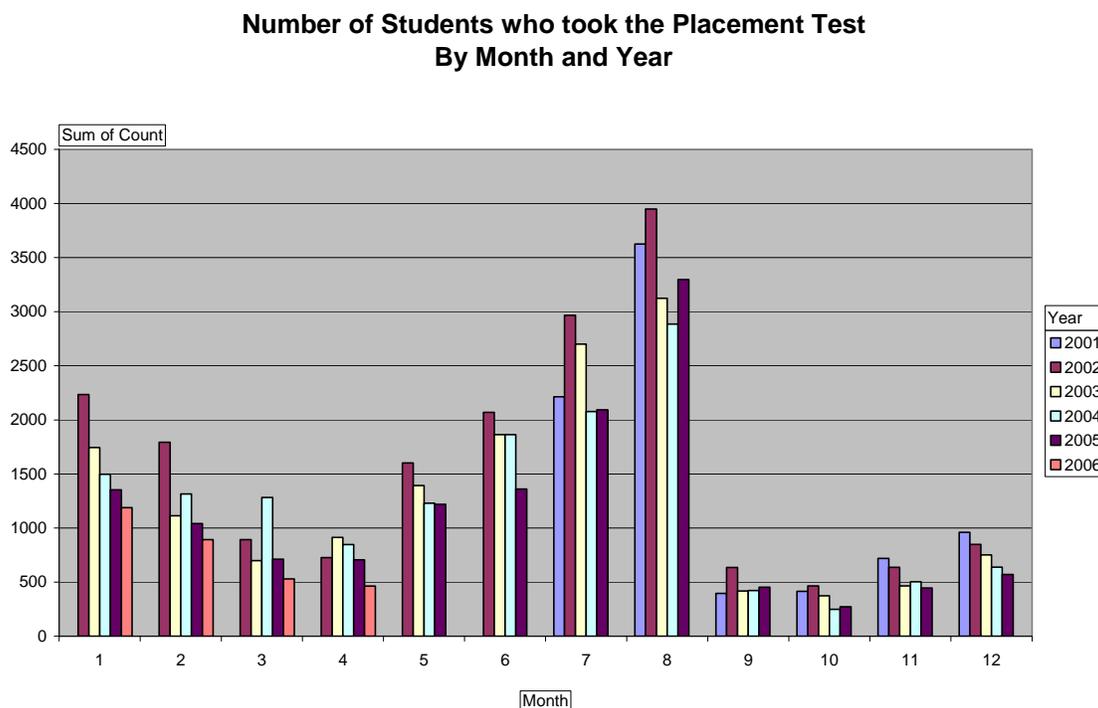


However, to answer the question as intended in the BSI handbook (the “Poppy Copy”), the more specific question should have been, “How many students are recommended into a basic skills course?” This question also requires that other questions be answered first.

To answer this question, placement data must be used as starting place. Placement data from July 2001 to December 2006 (please see Chart 2) show that the majority of people participate in the placement process between the months of April and August, presumably in preparation for the Fall semester. (There is a surge before the Spring semester, in January and February, but it is not as dramatic as the months prior to September.)

In the six months between March 1 and August 31, 2006, 10,012 people took part in the placement process (Test Takers). Of these Test Takers, 8,239 (82.3%) were recommended into at least one basic skills course district-wide. This is a huge difference when compared to the number of students who are enrolled in a basic skills course and illustrates the importance of how a question is asked.

Chart 2



There are still other questions to be asked before the original question is answered. For example, how many Test Takers enrolled in any course in Fall 2006? Matching the placement information with enrollment information showed that 6,901 Test Takers (68.9%) enrolled in any course, not just a basic skills course in Fall 2006. The number of Test Takers who were recommended into a basic skills course and who enrolled in any class in Fall 2006 was 5,597 (67.9%). The number of Test Takers who were recommended into a basic skills course and who enrolled in a basic skills course in Fall 2006 was 2,722 (33.0%).

It is important to note that almost a third of Test Takers (3,111 or 31.1%) did not enroll in Fall 2006.

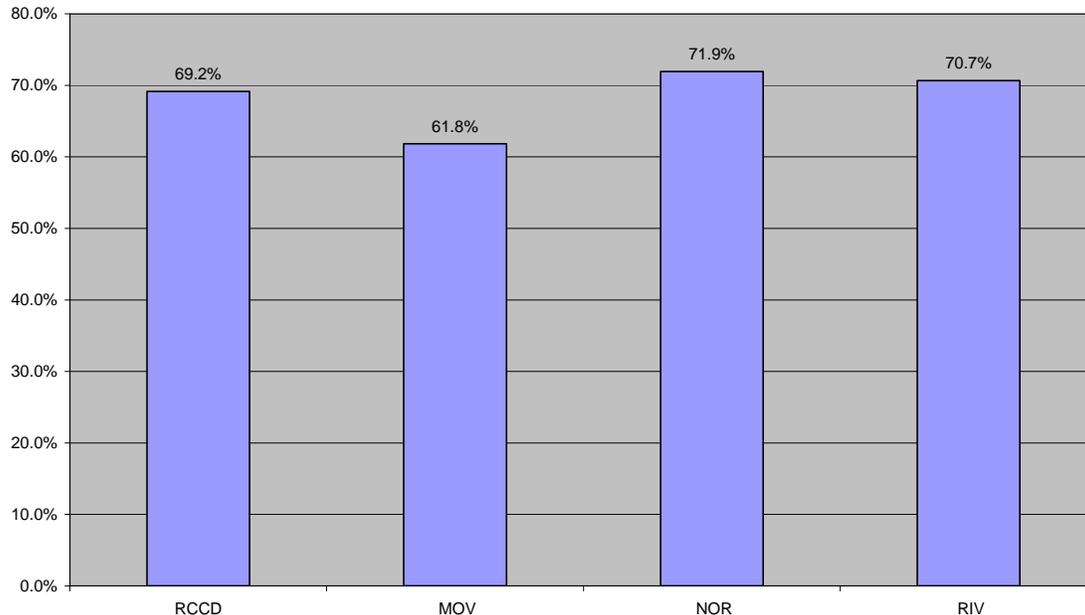
Yet another way that this question could be answered is using the identifier of First Time Student (FTS)². These people are students who were enrolled in the district and who identified themselves as first time students. There were 6,372 FTS in the district in Fall 2006 who accounted for 20.6% of the district enrollment (30,702). There was a smaller percentage of FTS at MOV (1,627 out of 9,305 or 17.5%), and about the same percentage at NOR (1,684 out of 8,371 or 20.1%) and a slightly higher percentage at RIV (3,629 out of 16,856 or 21.5%).

The percentage of FTS who were recommended into a basic skills course was about the same compared to percentage of Test Takers recommended into basic skills. District-wide, 4,407 (69.2%) FTS were recommended into basic skills. At MOV, 1,006 (61.8%) FTS recommended into basic skills; at NOR, 1,211 (71.9%) FTS were recommended into basic skills; and at RIV, 2,564 (70.7%) FTS were recommended into basic skills (please see Chart 3).

² SB15=1.

Chart 3

**Percentage of new students assessed into Basic Skills courses,
Fall 2006**



Since FTS are students, all of them were enrolled in at least one course in Fall 2006. Of the 4,407(69.2%) FTS recommended for basic skills, just over half of them (2,272 or 51.6%) enrolled in a basic skills course in Fall 2006.

Because of the ability to link FTS with other data as well as the ability to identify students by campus, it was decided to use the FTS as other basic skills measures were developed.

How many of our students are basic skills students? More than two-thirds of first time students at RCCD (69.2%) were recommended for basic skills courses in Fall 2006.

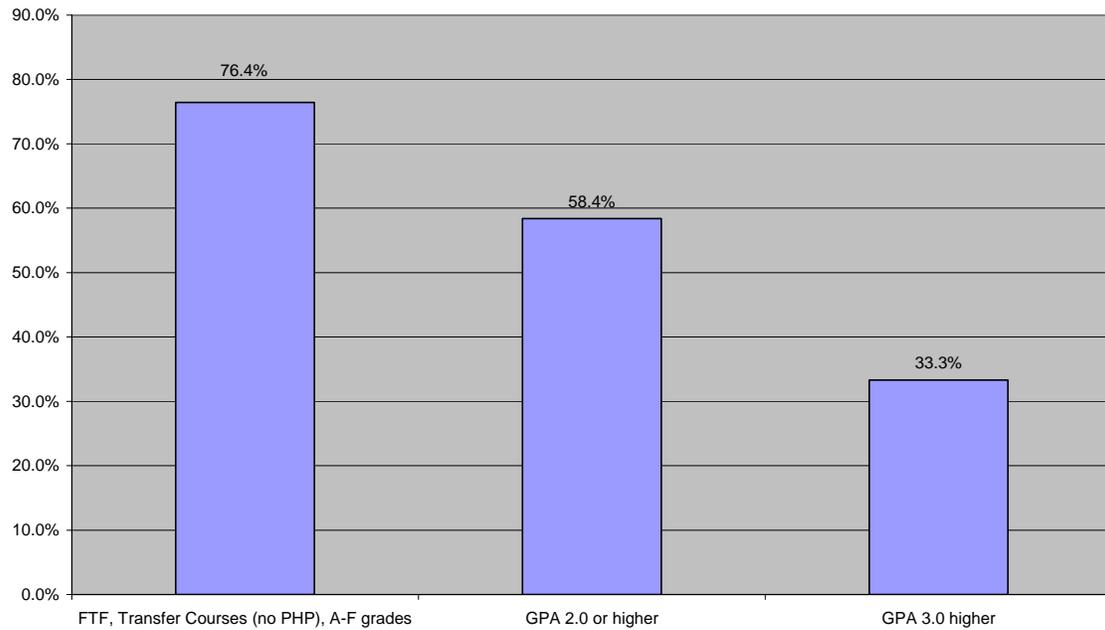
The next question to ask is, “Into which courses do basic skills students enroll?” As mentioned above, just over half of the FTS who are recommended into basic skills enroll in a basic skills course. The other half (2,135 out of 4,407 or 48.4%) enroll in courses not coded as basis skills.

Furthermore, three out of four (1,632 or 76.4%) FTS recommended for basic skills who did not enroll in basic skills enrolled in a transfer-level course³ (FTS1). Of these students, 58.4% (953) attained a GPA of 2.0 (average grade of “C”) or better in their first semester, Fall 2006. One third of them (544 or 33.3%) attained a GPA of 3.0 (average grade of “B”) or better. See Chart 4 below.

³ CB05="A" or "B", excluding Physical Education (PHP) courses

Chart 4

**FTS Recommended to Basic Skills but not Enrolled in Basic Skills
Fall 2006**



FTS1 students received lower grades than FTS who were not recommended for basic skills who took transfer-level courses (FTS2). The grade distribution for both groups of students is shown in Chart 5. Chart 6 shows the success rate of FTS1 students compared to FTS2 students.

Chart 5

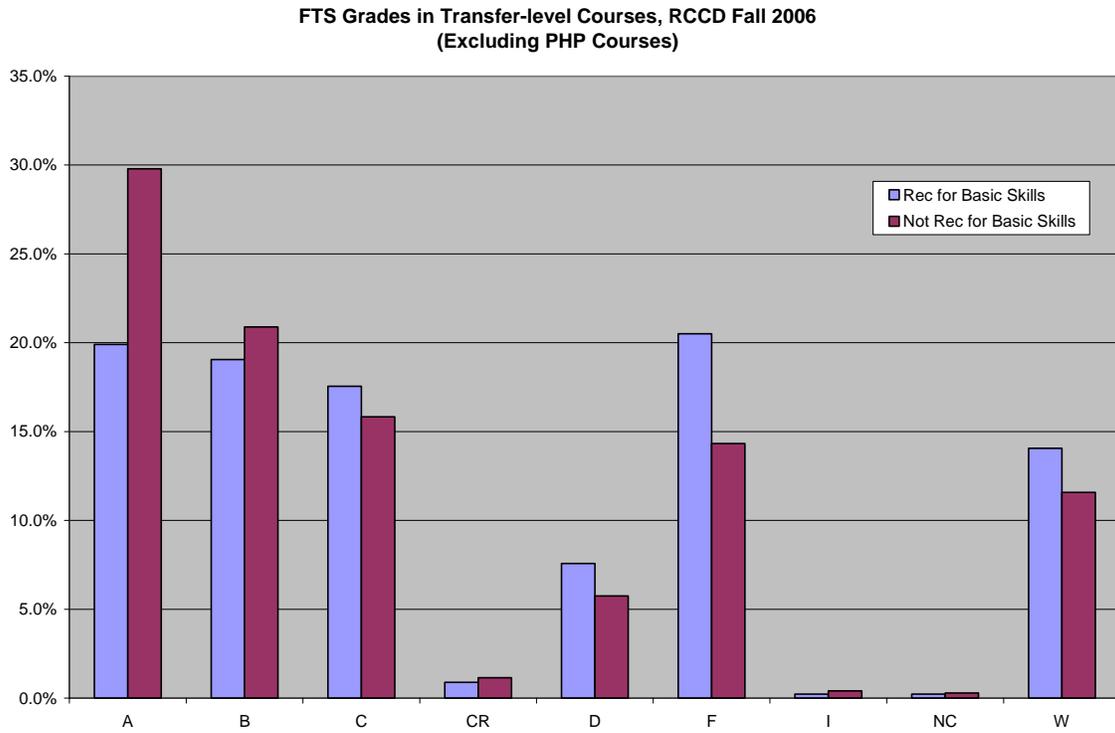
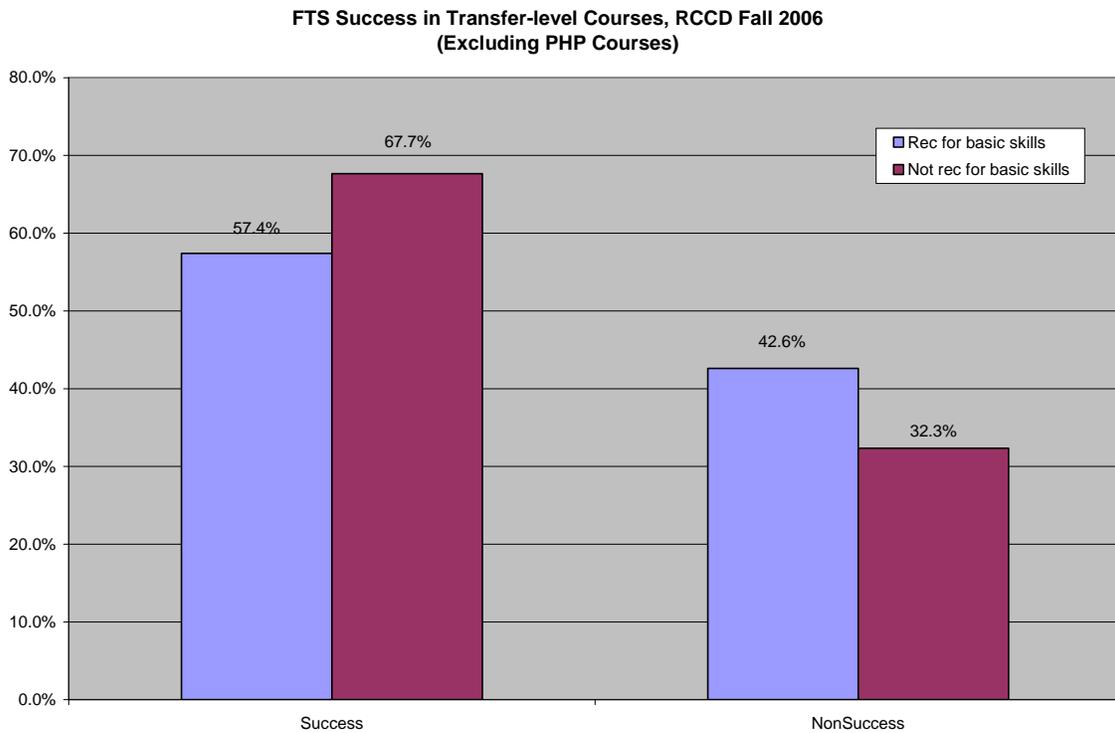
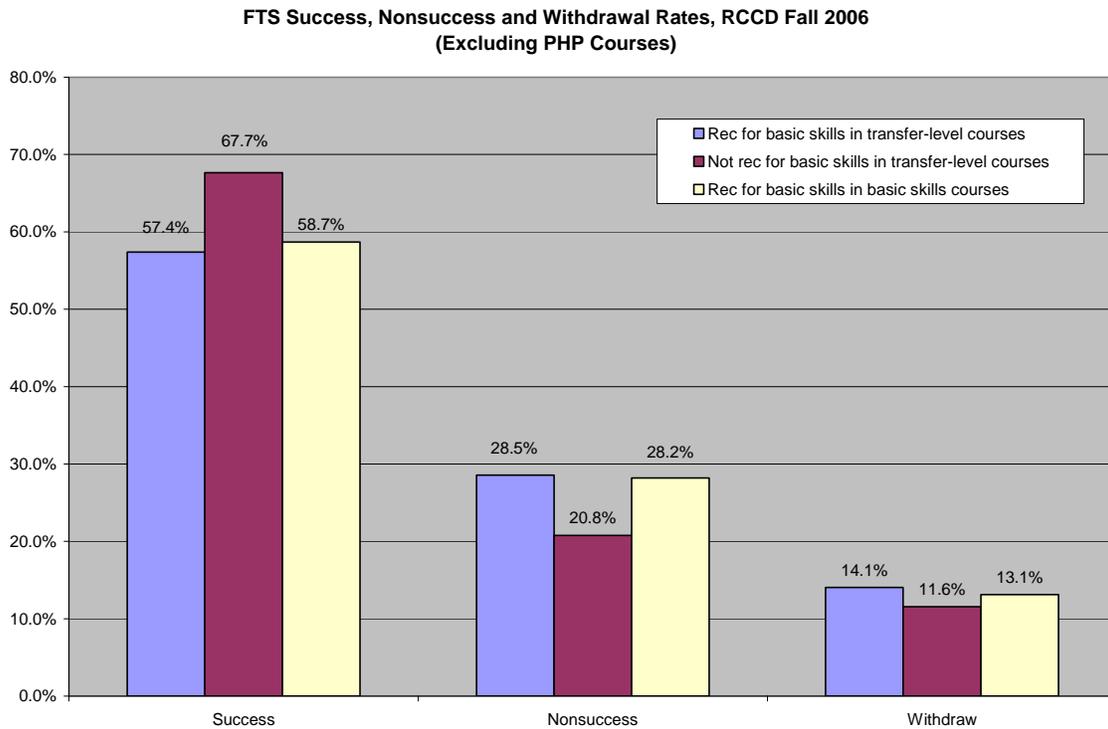


Chart 6



What was the success rate of FTS who were recommended into basic skills who took basic skills (FTS3)? The success rate for FTS3 students mirrored the success rate of FTS1 students. These data show that the success rate of FTS recommended into basic skills courses seems to be independent of what type of courses they take. Perhaps the difference is in the kind of student who is recommended into basic skills. Please see Chart 7.

Chart 7



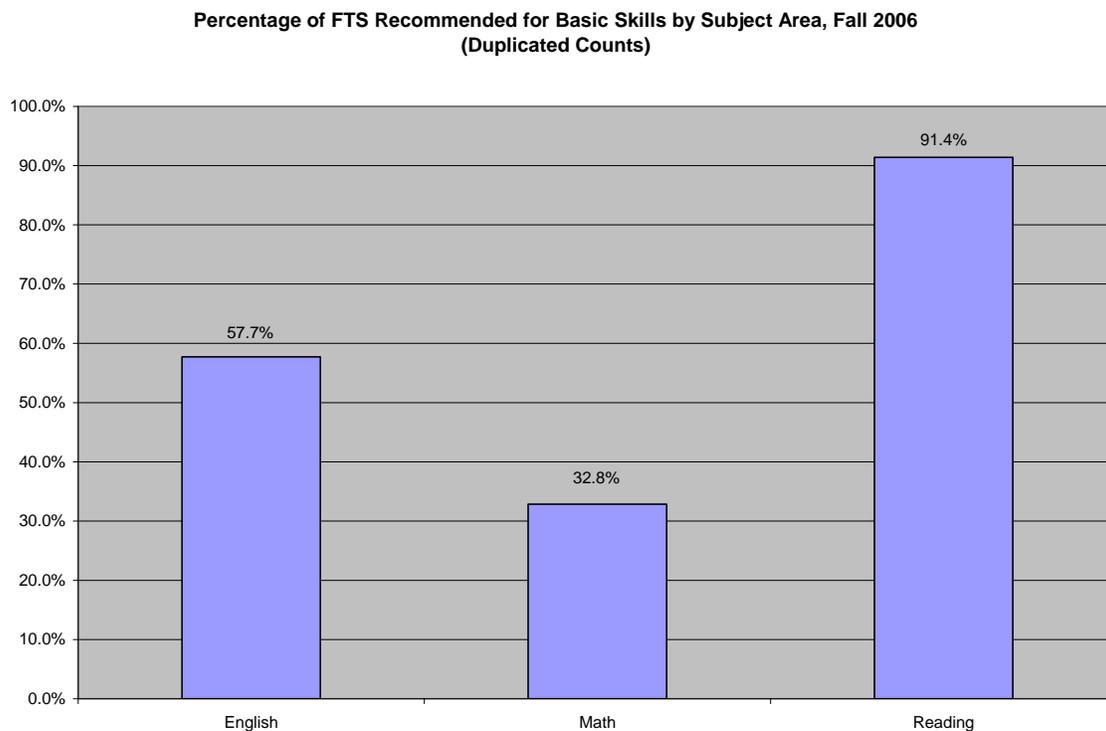
As noted above, three out of five FTS recommended for basic skills who did not take basic skills but instead took transfer-level courses (FTS1 students) attained a GPA of 2.0 or higher in those transfer-level courses. Does the type of remediation recommended affect their GPA?

Before this question can be answered, the distribution of where students placed by subject area needs to be determined. The number of FTS in Fall 2006 was 6,372, as mentioned above. The number of FTS recommended into basic skills was 4,407. Of these, 2,544 (57.7%) were recommended into English; 1,447 (32.8%) were recommended into Math⁴; and 4,029 (91.4%) were recommended into Reading⁵. (The number of ESL placements is relatively small compared to these numbers; only 96 FTS were recommended into basic skills ESL in Fall 2006.) Please see Chart 8.

⁴ The placement process does not distinguish between Math 50 and Math 51, though Math 51 is not a basic skills course.

⁵ The counts and percentages for FTS is a duplicated count. Students can be placed into one or more basic skills area.

Chart 8

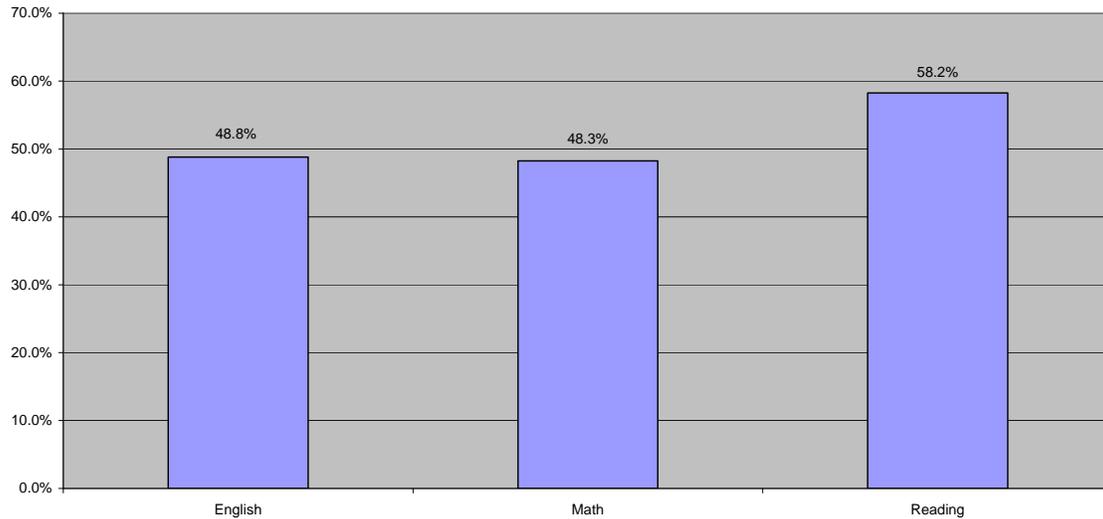


FTS1 students were matched to their placement level to determine if attaining a GPA of 2.0 or higher differs by into which basic skills subject area (English, Math, Reading) students are recommended.

In English, 627 FTS1 students were recommended into basic skills and almost half (306 or 48.8%) attained a GPA of 2.0 or higher. In Math, 375 FTS1 students were recommended into basic skills and almost half of them (181 or 48.3%) attained a GPA of 2.0 or higher. In Reading, 1,499 FTS1 students were recommended into basic skills and almost 60% (873 or 58.2%) attained a GPA of 2.0 or higher. Please see Chart 9.

Chart 9

FTS Recommended to Basic Skills not Enrolled in Basic Skills Enrolled in Transfer-level Courses, GPA of 2.0 or higher by Subject Area of Placement Recommendation, Fall 2006



Conclusion

The details provided in this report are presented to help guide the discussion as strategies are developed to improve the effectiveness of basic skills courses and interventions. These details include:

- Developing a common reference point as to how basic skills students are identified;
- Highlighting the differences in placement by subject matter which may influence what strategies are developed; and,
- Suggesting that the differences that exist may be heavily influenced by the students themselves, which would necessitate that the colleges develop different approaches.
- Investigating the possibilities of why students who are recommended for basic skills can achieve passing grades in transfer-level courses.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-5

Date: February 24, 2009

Subject: Curriculum Process in a Three-College District

Background: Presented for the Board's information is an update on the development and approval process for adding, deleting, and revising curriculum as the district moves to a three-college system.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Dina Humble
District Curriculum Committee Chair
Sylvia Thomas
Associate Vice Chancellor, Instruction

Curriculum Process in a Three-College District

Introduction

A college is an environment in which we learn about our past, create our present, and envision our future. The college does all of this through its curriculum. Thus, a college's curriculum is its foundation which defines it as an institution of higher learning.

In the American system of higher education which is built upon the concept of shared governance, the administration provides support for curriculum development and delivery, but it is the faculty who are responsible for a college's curriculum.

Curriculum Process

Curriculum process in a college environment consists of developing new courses and new programs. Further, through periodic program review, it results in revisions or deletion of existing programs or courses. A college's academic senate, through its curriculum committee, is usually responsible for developing, implementing and overseeing the curriculum approval process.

At RCCD, our curriculum process is going through a slow, but deliberate re-organization. This reorganization is consistent with the Board's decision in 2002 to maintain one student contract across the district.

NOW, THEREFORE, be it resolved that the Board of Trustees of Riverside Community College District endorses the adoption of the one curriculum-one student contract strategy and directs District personnel to draft Board policy to support the maintenance of a single district-wide curriculum architecture and student contract. *Passed and adopted the 17th of December, 2002*

The Board's decision was motivated by a learner-centered approach which ensures students will be able to take courses at any of the District's locations without any loss of units or unnecessary delay in progressing toward their educational goal.

The remainder of this paper will discuss RCCD's curriculum process, recognizing that the process is evolving as we progress toward full accreditation of the Norco and Moreno Valley campuses.

Inspiration for new curriculum (courses and programs) may come from the community, industry partners, or administrators, but typically, curriculum development begins with faculty. Discipline or department faculty may initiate new course or program development to ensure currency and relevancy or to improve effectiveness or in response to needs or issues which surface through the periodic program review process. Also, program reviews may also reveal opportunities for new program or course development that have multiple pathways for students such as transfer to four year-institutions, associate degrees, career opportunities or certifications.

Program development begins at the discipline or departmental level. Once a particular program has been identified, it then moves through appropriate procedures delineated by the program approval process of the academic senate curriculum committees. The Research Office is the starting point. It provides data and analysis for the faculty who then may proceed or revise the original idea, based upon the academic, career and technical, and/or business needs of the district.

The program then moves to the next level of review by the college and district's academic planning councils which are composed of department chairs. In the case of career technical education programs, there is also consultation with appropriate regional entities to ensure cooperation with neighboring institutions and alignment. Any new courses necessary to support the program are developed and approved through the curriculum process. Strategic planning committees at both the local college and district level review the program for its alignment with the college's mission and finally, if necessary, the program is sent to the System's Office for state approval.

Generally speaking, course development can be initiated by any faculty member, administrator or community leader in collaboration with a faculty member curriculum process. However the curriculum process distinguishes between two types of curriculums: College specific (for example dental hygiene, physician assistant, automotive, manufacturing) and District wide or shared curriculum (math, English, history, philosophy, biology). Each type of curriculum has its own approval process.

The curriculum process itself is the end result of a one-year process in which faculty, selected by the Academic Senate and representing all three of the campuses met on a regular basis to discuss the structure and process for curriculum approval for both courses and programs in a three-college environment. The process that follows was approved by the District Academic Senate November 11, 2008.

If the new proposed curriculum will be offered at one college only, then the process will proceed through the following steps:

- A. Proposals will be forwarded to college-specific members of the discipline for review. (Members of the discipline from the other two colleges will have the opportunity to view the course proposal and make comments.)
- B. If the college discipline has any suggestions or revisions, the original proposal will be returned to the originator within a reasonable amount of time, typically seven working days.
- C. The vote of the college discipline with comments and/or rationale will be recorded and attached to the course proposal.
- D. The originator then submits the proposal, along with discipline vote and comments to the faculty of the college department for consideration.

- E. Upon approval by the department, the proposal will be forwarded to the district technical review committee for review and DSPS (if the proposal is for distance education).
- F. The proposal is then forwarded to the college curriculum committee for action.
- G. If approved by the college curriculum committee, the proposal is forwarded to the district curriculum committee as an information item.

Because of the Board's decision to maintain one curriculum, there are many instances that proposed new courses or programs will be offered at more than one college. When that is the case, the curriculum process will go through the following steps:

- A. Proposals will be forwarded to all district members of the discipline for review.
- B. If the district discipline has any suggestions or revisions, the original proposal will be returned to the originator within a reasonable amount of time, typically seven working days.
- C. The vote of the district discipline with comments and/or rationale will be recorded and attached to the course proposal. One vote shall represent the majority vote of the discipline of each college.
- D. The originator accepts any comments and submits the proposal, along with the district discipline vote to the originator's department for consideration.
- E. Upon department approval, the proposal is forwarded to the district technical review committee and DSPS (if the proposal is for distance education) for review.
- F. The proposal is then forwarded to the district curriculum committee for action.
- G. If a proposal is not approved by the discipline, the originator may use the Adjudication Process defined herein.

At RCCD, many of new programs are in the area of career and technical education. Further, these types of programs are also governed by additional state-wide guidelines. Thus, in the case of a career and technical education program, the appropriate dean or vice president of career-technical education (Occupational contact) will ensure the appropriate occupational advisory committee has reviewed the proposal and evaluated the relevance of the course content and compared it to the industry standard. Further, the comments of the advisory committee will be forwarded along with the minutes of their meeting to the curriculum committee for review and consideration.

The curriculum process requires that all curriculum proposals shall be provided to the Articulation Officer, representative Librarians, Open Campus, Dean of Institutional Reporting, and the Technical Review Committee for information/action. A notification will be provided to the Vice President(s) of Education Services/Academic Affairs or designee, or Associate Vice

Chancellor of Instruction or designee for review of resource impact. More specifically, the following steps are taken as part of the curriculum and new program development process:

- A. All proposals are forwarded to the Technical Review Committee at least two weeks prior to the next scheduled college Curriculum Committee meeting.
- B. The agenda, curriculum proposals, and all comments from discipline, and department members must be made available to the College Curriculum Committee members at least five working days prior to the next meeting to provide sufficient time for review and analysis.

After the original course or the program has gone through the appropriate shared governance process, the original curriculum proposal along with all the suggestions or will be forwarded to the originator's College Curriculum Committee, and then on to the District Curriculum Committee. At this time the following steps maybe taken:

- A. The College Curriculum Committee will accept or reject a proposal by a majority of the quorum present.
- B. The College Curriculum Committee action taken on each College-Specific proposal will be presented to the District Curriculum Committee as an information item.
- C. The District Curriculum Committee will review and/or take action on all proposals affecting two or more colleges and will accept or reject by a majority vote.

If accepted, all curriculum will then be forwarded to the Board of Trustees for approval.

Adjudication Process

The curriculum process is a well-delineated and well defined process. It is possible that during the program or new course development process, individual faculty or administrators disagree with the outcomes of a particular level of decision-making. Thus, we have imbedded in our curriculum development process, a procedure related to dissolution of disagreement. This process is called curriculum process adjudication. The following steps are followed when there is need for curriculum adjudication.

- A. Definition: Adjudication is a process that allows an originator of a course to request further consideration from the district Adjudication Committee for proposals that do not have the approval of one or more of the following groups: discipline, department, or college curriculum committee.
- B. The originator may submit the item, accompanied by the complete record and any other supporting documentation/comments no less than three weeks in advance of a scheduled Adjudication Committee meeting for consideration.
- C. The Adjudication Committee will provide a decision in writing within 15 working days.

- D. If the appeal is approved, the originator can complete the remainder of the curriculum process by attaching the written decision of the Adjudication Committee.

- E. The Adjudication Committee will consist of a Curriculum Committee member from each of the colleges, appointed by their College Senate, who will have voting rights, a district administrator who will chair the committee, and the college curriculum administrative co-chair or designee who will serve as an assistant to the originator of the proposal.

The curriculum process often includes course or program revisions, or deletions, that often result from the program review process. Course revisions are common. They are a response to faculty's desire to keep their course content current and responsive to academic and professional development. Program revisions often represent changes in course content or addition or deletion of required courses for a given program. (Appendix A) Program deletions are very rare. Appendix B provides details about when a program can be discontinued.

Curriculum is at the core of any educational endeavor, and the course outline of record plays a central role both internal and external to the California Community College System.

The Riverside Community College District (RCCD) follows strict guidelines for curriculum development, revision, and approval. Standards, guidelines, and best practices are mandated and/or recommended by Title 5, the System Chancellor's office, the Accrediting Commission for Community and Junior Colleges (ACCJC), and the Academic Senate for California Community Colleges.

The Course Outline of Record (COR):

The course outline has evolved considerably from its origins as a course title, description, and list of topics to a document with defined legal standing, student learning outcomes, methods of instruction, methods of evaluation, and sample reading and writing assignments which is the core of California community college curriculum. The COR has both internal and external influences.

Standards for the course outline of record appear in Title 5 Regulation, in the Chancellor's Office *Program and Course Approval Handbook*, and in the Accrediting Commission for Community and Junior Colleges' (ACCJC) Accreditation Standards Handbook. System-wide intersegmental general education agreements and course articulations with the California State University and the University of California (CSU-GE and IGETC) may also impact the content of the course outline such as the currency or nature of learning materials and required/supplemental texts.

The course outline of record plays a particularly important role in the California community colleges because it clearly delineates the expected content and student learning outcomes for a course. The COR serves as a guide or *roadmap* for any faculty member who teaches the course. The COR ensures that all sections of the course will contain the same core elements and this is of critical importance since it is not uncommon for community college courses to be taught by several, and sometimes dozens, of faculty members. In order to ensure that core components are covered in all sections of a course, the California Community College System relies on the COR to specify those elements that will be covered by all faculty who teach the course.

Program Review and Revising the Course Outline

Review of the course outline is part of the on-going process of program and is one way a college keeps its curriculum relevant and up to date. For the most part, when a college has an effective comprehensive planning process in place, the results of program reviews drive most other college decision making. The course outline of record is a critical element of any program review process because it lays the foundation for all learning needs such as facilities, equipment, technology, supplies, and staff. Additional guidance on the broader subject of Program Review can be found in *Program Review: Developing a Faculty Driven Process* (ASCCC, 1996).

The requirement for cyclical program and course assessment and review does not come solely from Title 5 or the Education Code; it is also a central requirement for remaining or becoming an accredited institution.

Changes Which Trigger Course Outline Review

Changes to a course outline can be the result of external or internal processes. As an example, a revision to a COR, particularly in a career/technical area, can be initiated through a discussion with industry partners/advisory committee members. This is one way to ensure the relevancy and currency of career/technical courses and certificates. Course revision can also arise through dialogue among discipline members across the district. This can happen both through the program review process or as part of a discipline's conversation on course effectiveness, student needs and analysis of assessment results. Changes can also be the result of regular and on-going review of course materials, assessments, and methods of instruction or evaluation.

All changes, whether substantive or minor, are subject to approval by the curriculum committee. Revisions to an existing course outline of record other than technical changes must go through the same approval process.

Substantive Changes

- Major change in Catalog Description, Objectives, or Content which
 - alters the need or justification for the course
 - calls into question the ability of the course to meet standards in Title 5 or the *Program and Curriculum/Course Approval Handbook*
- change in units and hours
- change in the allowable number of repetitions
- change in credit/noncredit status
- change in prerequisites, co-requisites and advisories
- change in modality, e.g. distance education (requires a separate review process)
- offering a course in experimental status
- determination of imminent need to initiate expedited approval

All proposals should be submitted with the written rationale for the change along with evidence of discipline/department or advisory committee concurrence and support.

Minor Changes (do not affect statutory nor regulatory curriculum standards, but do merit judgment and rationale)

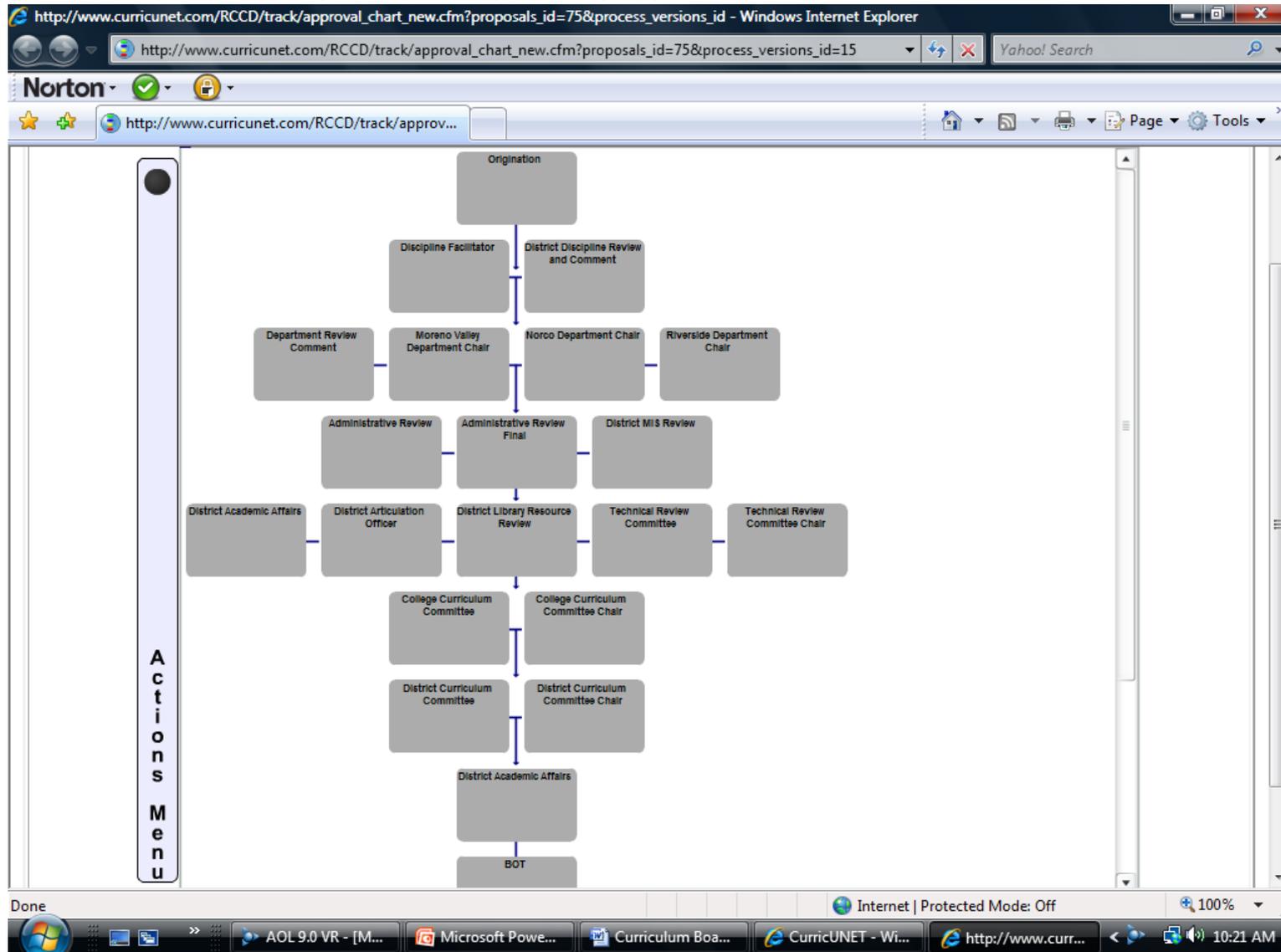
- minor, non-substantive changes in Catalog Description, Objectives, or Content (see above)
- change in course number (within college policy)
- change in course title

- add/drop from an associate degree or certificate program (must continue to be of two year or less duration)
- add/drop from the associate degree general education list.

Again, a written rationale should accompany all proposed changes.

*From: The Course Outline of Record:
A Curriculum Reference Guide
(Adopted Spring 2008)
Academic Senate for California Community Colleges*

SAMPLE FLOW CHART FOR A NEW COURSE PROPOSAL:



RIVERSIDE COMMUNITY COLLEGE DISTRICT
Program Discontinuance Policy
January 28, 2008

BACKGROUND

Unlike the California State University system and the University of California, the California Community Colleges serve a variety of public purposes: preparation for transfer, associate degree with an occupational specialization, 18 unit programs approved by the Chancellor's office, certificate programs below 18 units, lifelong learning, and others. Although the term "program" is often understood to refer primarily to occupational programs, the Chancellor's office does not differentiate between occupational and transfer programs. Like the CSU and the UC, California community colleges are mandated to adopt policies and procedures for terminating programs which are no longer viable.

This requirement appeared first in Title V §51022, which required adoption of local policy by July 1, 1984. This regulation was subsequently revised to require local policy adoption by July 1, 2000. This regulation was superseded by Ed Code §78016, which requires a biennial review, which presumes termination within one year for programs that do not meet the criteria of the statute.

To assist local districts, the Academic Senate of the California Community Colleges (ASCCC) adopted a position paper in Spring 1998, "Program Discontinuance: A Faculty Perspective." In December 2003, the California Community College Chief Academic Officers (CCCCIO) and California Community College Association for Occupational Education (CCCAOE) collected sample policies from Foothill, Glendale, Hartnell, Modesto, Santa Ana, Santa Rosa and Santiago Canyon Colleges. A number of these policies refer to and build on the concepts embedded in the ASCCC position paper.

Among the issues recognized in the ASCCC position paper are (1) the role of local Academic Senates, (2) the effect of program discontinuation on students, (3) the need to balance the curriculum in community colleges, (4) Budget Planning, and (5) the need to work to mitigate the impact of affected faculty. Underlying each of these principles is the assumption that program discontinuance is an academic and professional matter, and that decisions to terminate programs should not be made on purely budgetary grounds (Title V, §53200). In the words of the ASCCC 1998 paper, "the budget cannot drive the program discontinuance plan."

The ASCCC position paper further argues that procedures for program discontinuance be distinct from those for Program Review. First, all programs are subject to the expectation for regular review and improvement, and in most cases Program Review should identify and strengthen flaws in programs which are otherwise thriving. Program review should not frequently lead to the conclusion that a program should be terminated. Second, and more important, while Program Review policy and procedure is typically worked out between administrations and senates, program discontinuance also requires the involvement of the local bargaining unit.

The proposed policy that follows borrows from the 1998 ASCCC position paper and the best of the adopted policies already in place at other community colleges to provide a process that is clear, educationally sound, and institutionally responsible. Three areas of particular concern follow: (1) The criteria and relevant evidence according to which a program may be considered for discontinuation; (2) the composition of the committee which would most legitimately make such a recommendation, and (3) the timetable according to which such a decision might be made and carried out.

Although the regulation, statute and most adopted policies precede the promulgation of the 2002 Accrediting Commission for Community and Junior Colleges (ACCJC) Accreditation Standards, the Standard themes of Planning and Improvement, Student Learning, Dialogue, and Integrity should be evident in any policy adopted by RCCD.

PROCEDURES

Riverside Community College District is committed to support programs and classes that fulfill the goals of the district and colleges' Mission Statements as these are elaborated in the Educational Master Plans. Only programs with low or declining enrollment, decreasing demand for service or clear obsolescence shall be considered for discontinuance, based on the following principles:

- Primary consideration in the decision to consider discontinuance should be given to the service the program provides to the college and the community.
 - Budget considerations should not be the primary consideration.
1. When a declining trend has been identified on a specific program the Administration shall contact the Campus CIO and Department Chairs of the program. A declining trend will be identified using the following key performance indicators alone or in combination:
 - Declining market/industry demand for program as identified through labor market studies
 - Declining enrollment pattern over four consecutive semesters as compared to statewide norms during the same period of time in the same disciplines statewide
 - Poor rate for student achievement of program goals (eg. completion rate, number of degrees and certificates awarded) as compared with statewide norms
 2. A Task Force shall be created consisting of the faculty member(s) in the discipline, the respective Department Chair(s), the Dean(s) of Instruction, a representative of the Research and Planning Office, a representative of Counseling, and a representative of the Academic Senate and Curriculum Committee who is not a member of the department/discipline in question. The Task Force, by consensus, may agree:
 - a) to devise a process/plan to revitalize the program and a time table to accomplish this goal shall be established by the discipline's faculty with the help of the other involved parties. Resources shall be allocated by the Administration in order to improve enrollment or retention. Some areas to be considered are: in-depth revision of the program courses, update of facilities, and workshops (to provide re-training, changes in methodology, approaches to teaching, etc.). Other considerations will include student support services which promote student success and retention, or
 - b) to declare the program obsolete and create a plan for discontinuance that respects the needs of students and fulfills contractual obligations to faculty and staff.

In keeping with the spirit of good intentions and future enrollment management and planning, the Task Force should consider the following factors:

- Needs of the community
 - Needs of the department/discipline as the particular class fits in as part of a program
 - Currency of Program Review
 - Core indicators from Chancellor's Office
 - Local labor market information through EDD and/or employer program advisory committees and surveys
 - Currency and expertise level of current staff
 - FTES generated by program
 - Other funding sources, such as grants or contributions from business and industry
 - Percentage of faculty who have updated skills (staff development, industry externships, conferences, classes, etc.) documented within past three years
 - Special leadership, integration or cross disciplinary projects in which the program is involved
3. If there has not been an increase previously agreed upon by the Task Force in key performance indicators after three semesters of the implementation of the process the Administration will reconvene the Task Force to determine the appropriate course of action from the following:
- Give the program an extension of two semesters. At the end of the extension, the committee will reconvene and re-evaluate.
 - Retain the program in its current state, if it serves a community, instructional, or training need.
 - Create a new plan to improve recruitment and enrollment. This plan will then be implemented over the following three semesters.
 - Discontinue the program.
4. If a recommendation is made for program discontinuance, it shall be based on the aforementioned timeline of two - semester increments. After these increments, the following procedures will be implemented:
- A plan and timeline for phasing out the program will be initiated. The plan shall include procedures to allow currently enrolled students to complete their programs of study in accordance with the rights of students as stipulated in the college catalog.
 - A plan for the implementation of all collective bargaining requirements for faculty and staff.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING
February 17, 2009, 7:00 p.m.
Student Services Lobby, Norco Campus

Committee Members: Mark Takano, Committee Chairperson
Jose Medina, Vice Chairperson
James L. Buisse, 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)
Karin Skiba, 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. ADA Transition Plan
- The Committee to consider a design services agreement with PSOMAS for an ADA transition plan using Measure C funds.
2. Norco Soccer Field Project (Phase I) - Change Order No. 1
- The Committee to review a change order.
3. Phase III - Norco/Industrial Technology Project - Change Order
- The Committee to review a change order.
4. Riverside Aquatics Center Project
- Informational report relative to the Riverside Aquatics Center project.

5. 2008-2009 State Budget Update
- Staff to brief the Committee on any new information relative to the State budget.

6. 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: February 24, 2009

Subject: ADA Transition Plan

Background: On November 21, 2008 the District issued a request for qualifications (RFQ) inviting written statement of qualifications, including in-depth supporting material for consideration in the selection of design and engineering services required for conducting accessibility surveys and preparing a District-wide Americans with Disabilities Act (ADA) Transition Plan for District Office support facilities and the three college campuses. The Federal government has mandated that the District produce an ADA Transition Plan in order to become compliant with Title II of the Americans with Disabilities Act Title 24; 2007 California Building Code, Chapter 11; and the Division of State Architect Accessibility Plan Review Guidelines. The accessibility survey and ADA Transition Plan will identify non-compliant exterior paths of travel and a review of all building interior spaces and proposed corrective action.

The District received fourteen responses to the RFQ. The responses were reviewed and evaluated by a multi-college staff committee, and five firms were invited for interviews. On January 20, 2009, and January 21, 2009, interviews were conducted with the five firms. The committee then requested the two top ranked firms to provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with PSOMAS to provide design and engineering services for accessibility surveys and to prepare a District-wide ADA Transition Plan in order to comply with Title II of the Americans with Disabilities Act Title 24; 2007 California Building Code, Chapter 11; and the Division of State Architect Accessibility Plan Review Guidelines.

ADA Transition Plan RFQ (Attachment I) and Agreement (Attachment II) are attached.

To be funded by District Measure "C" Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: February 24, 2009

Subject: ADA Transition Plan (continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement with PSOMAS to provide design and engineering services for a District-wide ADA Transition Plan in the amount of \$481,780, using District Measure "C" funds, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

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

**REQUEST FOR SUBMITTAL OF
STATEMENT OF QUALIFICATIONS (RFQ)**

November 21, 2008

Americans with Disabilities Act (ADA) Transition Plans

Riverside Community College District
Moreno Valley Campus
Norco Campus
Riverside Campus

BACKGROUND AND OVERVIEW

The Riverside Community College District (RCCD) Office of Facilities Planning, Design and Construction (FPDC) on behalf of the RCCD Board of Trustees is inviting written Statement of Qualifications, including in-depth supporting material for consideration in the selection of design and engineering services required for conducting accessibility surveys and preparing ADA transition plans for District Office facilities and the District's three campuses in order for the District to come into compliance with Title II of the American with Disabilities Act (ADA) and Title 24, 2007 California Building Code, Chapter 11 and the Division of State Architect Accessibility Plan Review Guidelines. The accessibility survey and ADA transition plans will include exterior path of travel and a review of all building interior spaces.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by 50% in Weekly Student Contact Hours (WSCH). The District operates three separate campus/centers: the Moreno Valley Campus, the Norco Campus, and the Riverside City Campus along with four other Learning Centers in the surrounding communities. The District serves 35,000 students each semester.

The Moreno Valley Campus is located in the City of Moreno Valley, it opened in 1991 and serves more than 9,000 students each semester and has 17 buildings with a total overall gross square footage of 170,852 square feet, with the years constructed ranging from 1991 to 2008. It is also operates three off site learning centers.

The Norco Center is located in the city of Norco, it opened in 1991 and serves more than 8,000 students each semester and has 19 buildings with a total overall gross square footage of 159,588 square feet, with years of construction ranging from 1991 to 2008.

The Riverside City Campus is the oldest of the campuses and is the site of the original college. Located in the City of Riverside, the campus opened in 1916 and today serves more than 20,000 students each semester and has 54 buildings with a total overall gross square footage of

1,166,420 (Note: 480,000 gross square feet of the total is in a newly constructed parking structure), with years of construction ranging from 1923 to 2008. The District also includes a Systems Office Building, 21,000 gross square feet and a District Office Building, 15,000 gross square feet both located in the City of Riverside.

PROJECT SCOPE and SCOPE OF SERVICES

The professional services consultants (“Consultants”) selected will be asked to complete the following in conjunction with, and under the direction, of the District’s designee, the scope of services for this project includes but are not limited to:

- Meet with District staff to verify the scope of work, project protocol, schedule, and deliverables.
- Conduct field assessment in accordance with Title II of the ADA and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- Collect and provide documentation of field data for accessibility of each facility including site exterior and building interiors.
- Work with District staff to determine level of prioritization of survey results.
- Conduct detail surveys on non compliant barriers.
- Determine most feasible and cost effective solutions for barrier removal.
- Provide design solutions for needed ramps, restroom renovations, elevator/lifts, etc.
- Provide digital photos for each deficiency item.
- Provide scaled diagrammatic floor plans showing design solutions.
- Prepare a phasing and implementation plan for each campus to include priorities, schedules, and scopes of work to implement barrier removals.
- Provide Parking Master Plan for each campus and District Buildings.
- Provide draft Transition Plan for review and comment.
- Prepare final Transition Plan to be provided in both a paper and electronic format (the electronic form must be in a data base format that allows the District to update the information and generate reports). The plan is to include floor plans and site plans, locating barriers along with conceptual design solutions in digital text and graphic format.
- Provide cost estimate for implementation of the final Transition Plan based on each barrier identified.

SCHEDULE

It is anticipated that the following schedule will be maintained:

Board Approval Agreement February 2009	
Preliminary Survey	2 Weeks
RCCD Review of Preliminary Survey	2 Weeks
Field Survey	12 Weeks
Preparation of Draft ADA Transition Plan	12 Weeks
RCCD Review of Draft Transition Plan	4 Weeks
Preparation of Final ADA Transition Plan	16 Weeks

SELECTION CRITERIA

RCCD is seeking professional consultants that exhibit demonstrated experience with comparable projects within a higher education setting including experience in the field of investigation and identification of barriers to access according to ADA and Title 24, 2001 California Building Code, Chapter 11. Applicants should highlight such projects and their similarities with the proposed project. Respondents should highlight:

1. Technical Competence and Past Performance Record
2. Qualification of Proposed Staff
3. Client Relationships and References
4. Approach to Providing Services

RCCD has the sole authority to select the final firm and reserves the right to reject any and all submittals.

SUBMITTAL FORMAT

Proposals must conform to the following format and outline and must contain all the information requested.

Section 1: Experience of the firm:

- a. Describe the firm's experience in the field of investigation and identification of barriers to access according to ADA and Title 24, 2001 California Building Code, Chapter 11 with comparable projects within a higher education setting.
- b. Describe at least two similar projects that have been completed in the past three years from the date of this RFQ, include:
 - 1) Description of the work and Consultant's scope or work
 - 2) Date of completion and owner reference, contact name and phone number.
 - 3) Key individuals of the firm involved and their roles in the project.
 - 4) Any sub-consultants that worked with the firm.
- c. Describe the experience and success of the firm in meeting deadlines and producing deliverables.

Section 2: Experience of the proposed team members for this project:

- a. Describe the experience of the proposed project manager and other key members of your team. Provide resumes for key personnel of the firm with more in-depth information for those personnel expected to work on this project. Identify and describe the roles of each individual. Note relevant project experience with the firm.
- b. Describe the experience of any proposed consultants to be utilized for this project.

Section 3: Project Approach – provide information about the approach to providing the services include:

- a. Approach to the data collection. Provide example of data collection.
- b. Content and format of the Transition Plan document. Provide an example of a Transition Plan document.
- c. Format of the electronic Transition Plan.
- d. Estimated Schedule for delivery of services.

Section 4: Provide any other relevant information that is deemed appropriate:

SELECTION PROCESS

1. The District will solicit Statement of Qualifications from prospective firms.
2. The District will screen Statement of Qualifications.
3. The District will conduct interviews of the finalist(s).
4. The District will negotiate fees and agreed upon services
5. District staff will recommend appointment of the firm to the Board of Trustees
6. Upon action by the Board, District will execute agreement with the firm.

GENERAL PROVISIONS

1. **Addenda:** The District may modify this RFQ or any of its deadline dates set forth in the RFQ prior to the date fixed for the submission by issuance of an addendum.
2. **Withdrawal of RFP:** The proposer may withdraw its RFQ by submitting a written or facsimile request signed by the proposer's authorized representative.
3. **Right of Cancellation:** The District reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for statement preparation, interview, fee negotiation or other marketing costs associated with RFQ. The District may reject any or all submittals and may waive any immaterial deviation from the RFQ. The District's waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the submitter from compliance with other provisions of the RFQ.
4. **Disposition of Submittals:** Submittals become the property of the District and may be returned only at the District's option and at the submitter's expense. Information contained therein shall become public documents subject to Public Records Act.
5. **Evaluation of Statement of Qualifications:** The District's evaluation is solely for the purpose of determining which consultants are deemed qualified. Statements of Qualification will be reviewed and a determination made by the District based upon the submitted information and any other information available to the District. The District may request a Consultant to submit additional information pertinent to the RFQ. The District also reserves the right to investigate other available resources in addition to any documents or information submitted by the consultant.
6. **Review of District's Standard Form Contract for Consulting Services:** Review the attached District Standard Form Contract and respond to District's requirements for insurance and hold harmless provisions in the agreement.

SUBMISSION OF QUALIFICATIONS

Interested firms should submit three (4) copies, one of which is to be loose bound, of their submittal, including one original with original signatures, to RCCD by the due date. Proposals should be clearly labeled “**REQUEST FOR SUBMITTAL OF STATEMENT OF QUALIFICATIONS (RFQ) Americans with Disabilities Act (ADA) Transition Plans**” and delivered to RCCD in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., to

Doretta Sowell
Purchasing Office
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

ALL RESPONSES MUST BE RECEIVED BY December 22, 2008.

No oral, telegraphic, electronic, facsimile or telephone statements will be considered. Any Statement of Qualifications received after 2:00 PM on **December 22, 2008** will not be considered and will be returned unopened.

Attachment (1) RCCD Professional Services Contract Template General Conditions

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

NAME

THIS AGREEMENT is made and entered into on the ??? day of **Month, Year**, by and between **Name** hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached. **Scope of Services and the conditions of delivery should be clearly articulated in Exhibit I**
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at **Designated Location(s)**.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from **Date**, to the estimated completion date of **Date**, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed **Amount** including expenses **or excluding expenses (if excluding expenses then a section should be added delineating reimbursables)**. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. **This section may be changed depending on the payment agreement that is negotiated**. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its

use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Company

Riverside Community College District

Name

Title

Address

James L. Buysse

Vice Chancellor

Administration and Finance

Date: _____

Date: _____

Exhibit I
Scope of Services

Scope of Project

Scope of Services

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

PSOMAS

THIS AGREEMENT is made and entered into on the 25th day of February, 2009, by and between PSOMAS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District, District Office facilities, Moreno Valley Campus, Norco Campus and Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of March 1, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$481,780 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims

for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

PSOMAS

Riverside Community College District

Thomas Hunt
Vice President
2010 Iowa Ave. Suite 101
Riverside, CA 92507

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Background

The District aims to prioritize and fund barrier removal projects in accordance with Title II of the Americans with Disabilities Act of 1990. To facilitate the District's goal, the Consultant will provide consulting services for the preparation of Phasing and Implementation Plans for Campus Accessibility in four project sites covered by the District: Riverside City College, Moreno Valley Campus, Norco Campus, and District Administrative Offices.

SCOPE OF SERVICES

Consultant is retained to provide services to the District relative to the creation of an ADA Transition Plan to survey, evaluate and recommend steps for implementation relative to the District's compliance with the requirements applicable to District under Title II of the Americans with Disabilities Act of 1990 and current applicable policies, regulations, standards and requirements enacted, published or distributed by those agencies, departments or divisions of the United States Government given authority to implement and enforce those requirements (collectively, the "ADA").

The goal of the Transition Plan is to set forth descriptions of the Consultant's recommendations in regard to modifications to facilities and structures required to bring the District into compliance with the requirements of the ADA, the estimated costs to the District of implementing those recommendations, and a proposed sequence and schedule for compliance that conforms to the priorities mandated or recommended by the ADA, but does not include preparation of plans, specifications, manuals, procedures, policies or other technical documents required to implement the Consultant's recommendations.

The Consultant's services shall include the following:

1. ADA FACILITIES ASSESSMENT AND TRANSITION PLAN SERVICES

A. Identification of Physical Barriers

The Identification of Physical Barriers shall include recommendations relative to nondiscrimination and access and usability for individuals with disabilities relative to building and construction policies and physical barriers at District offices and its College campuses (including site access, pathways of travel, architectural and structural barriers, and signage).

B. Transition Plan

Where structural changes in facilities are identified in the Identification of Physical Barriers, Consultant shall prepare a Transition Plan in accordance with 28 CFR 35.150

describing in detail the steps necessary to bring District into compliance with the ADA, including a phased work plan, schedule and budget.

C. Exemptions

As part of the Transition Plan, Consultant shall evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA (including exemptions related to structures of historical significance, alterations affecting fundamental nature of a service, activity or program undue financial and administrative burden, or structural changes).

D. Rehabilitation Act

Consultant shall determine if and to the extent the District may be required to comply with Section 504 of the Rehabilitation Act of 1973 and incorporate any requirements in Transition Plan.

E. Data and Process Administration

Consultant shall organize its processes relative to the preparation, evaluation and revision of the Transition Plan to include:

- Data collection (by means of interview and surveys).
- Organizing data (by means of facility inventories) including a comprehensive database to handle the intake, organization and review the data.
- Recommending and facilitating the formation of an organizational structure of committees/task forces and individual leadership with which Consultant will collaborate and report in a manner consistent with the District's policies and procedures of governance.

F. Cost Estimating

Consultant shall prepare estimates of probable construction costs, coded to each recommended modification, to District of implementing the modifications recommended in the Transition Plan prepared by Consultant.

G. Public Comment

Consultant shall recommend, develop, document and administer a process, consistent with the District's policies of accountability and transparency, for interested persons to participate, by submitting comments, in the Transition Plan processes.

H. Grievances

Consultant shall recommend and document a process for receiving, addressing and resolving grievances by individuals with disabilities.

Deliverables

Pilot Facility Report: 4 hardcopies, 1 CD containing Microsoft Access database and AutoCAD drawings.

Draft Transition Plan: 4 hardcopies, 1 CD of Microsoft Access database and AutoCAD drawings for the Facilities Self-Evaluation / ADA Transition Plan.

Final Transition Plan: 4 hardcopies, 1 CD containing Microsoft Access database and AutoCAD drawings

2. PHASING AND IMPLEMENTATION PLANS FOR CAMPUS ACCESSIBILITY

For each of the four project sites, the Consultant shall prepare a Phasing and Implementation Plan for Campus Accessibility, identifying priorities, schedules, and scopes of work to implement barrier removals identified in the ADA Transition Plans.

Projects shall be prioritized as follows:

1. Priority One recognizes those buildings which have intense use and occupancy of programs with major concern for students, particularly students with disabilities.
2. Priority Two recognizes those buildings with less use and occupancy but a major concern for students and other members of the public.
3. Priority Three recognizes those newer buildings designed in compliance with CBC and ADA regulations.
4. Priority Four recognizes those buildings that may be replaced in five years.

For each of the four project sites, the Consultant shall prepare an Existing Site Accessibility Plan (per RCCD CAD Standards).

For each of the four project sites, Consultant shall prepare a Campus Parking Master Plan (per RCCD CAD Standards), indicating on-site parking, on-site and adjacent off-site bus stops, and on-site passenger drop-off and loading zones, in compliance with CBC and ADA regulations.

The plans will include the following elements:

1. Parking ratio for all parking, indicating number of regular, accessible, van-accessible, and total spaces. Calculate each lot/area separately.
2. Accessible parking spaces and passenger drop-off zones.
3. Type of use (regular, accessible, or van-accessible; employees, students, or visitors).
4. Location of accessible parking stall and "Tow-away" signage.
5. On-site and adjacent off-site bus stops.

Deliverables

1. Four (4) hard copies of each final Phasing and Implementation Plan for Campus Accessibility, including Campus Parking Master Plan and updated Existing Campus Site Accessibility Plan.
2. CAD file and PDF versions of the Plans will be provided on a compact disk.

Exclusions

The following are not included in this proposal:

1. Topographic survey
2. Analysis of utility drawings

Information Provided by RCCD

1. All available AutoCAD or scanned plans and site plans of existing facilities within scope of work.
2. All available as-built drawings (Psomas team shall conduct search of District as-builts files).
 - Names and/or designations for all existing buildings.
 - DSA application numbers for all existing buildings.
 - Current campus building master plan (including schedule of existing buildings to be replaced or demolished).
 - Current campus parking lot and transportation master plan
 - Way-finding person to open doors and gain access to all facilities
 - Review comments to all submittals.

Compensation

Total fees of \$481,780 for professional services described in “Scope of Services” in accordance with the following schedule:

Task	Riverside City College	Moreno Valley Campus	Norco Campus	District Administrative Office	Totals
Phase 1 - ADA Facilities Assessment & Transition Plans	\$ 262,468.00	\$ 60,210.00	\$ 54,622.00	\$ 15,360.00	\$ 392,660.00
Phase 2 - Phasing & Implementation Plans for Campus Accessibility	\$ 40,620.00	\$ 17,450.00	\$ 15,670.00	\$ 4,170.00	\$ 77,910.00
Reimbursables	\$ 6,900.00	\$ 1,950.00	\$ 1,860.00	\$ 500.00	\$ 11,210.00
<i>Total Per Campus</i>	\$ 309,988.00	\$ 79,610.00	\$ 72,152.00	\$ 20,030.00	\$ 481,780.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: February 24, 2009

Subject: Norco Soccer Field Project (Phase I) – Change Order No. 1

Background: On February 26, 2008, the Board of Trustees approved the Norco Soccer Field Project (Phase I) schematic design services and project budget. On August 19, 2008, the Board of Trustees approved an award of bid to Byrom-Davey, Inc. to provide general contracting services.

Staff is now requesting approval of Change Order No. 1. A description of the change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget contingency, District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 1 for the Norco Soccer Field Project (Phase I) in the amount of \$24,248.33, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick
Interim Chancellor

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

Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

Riverside Community College District
Facilities, Planning, Design and Construction
Norco Soccer Field Project (Phase I)

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Byrom-Davey, Inc.

<i>Contract Amount:</i>	\$ 887,000.00
<i>Change Order No. 1 Amount:</i>	\$ 24,248.33
<i>Revised Contract Sum:</i>	\$ 911,248.33
<i>Original Contract Contingency:</i>	\$ 88,700.00
<i>Remaining Contract Contingency:</i>	\$ 64,451.67

Change Order Description:	
- Rock excavation	\$2,760.01
<i>Requested by:</i> Architect/District	
<i>Accountability:</i> Unforeseen condition/trench in granite for drains	
- Cooling and quick coupler connections	\$5,323.15
<i>Requested by:</i> Architect	
<i>Accountability:</i> Errors and Omissions – not on plans	
- Irrigation revisions and additions	\$3,985.99
<i>Requested by:</i> Architect	
<i>Accountability:</i> Errors and Omissions – not on plans	
- Additional electrical for future use (scoreboard, etc.)	\$9,534.42
<i>Requested by:</i> District (Campus)	
<i>Accountability:</i> Overlooked in original project scope of work, value added to college	
- Retaining wall revisions	\$3,362.31
<i>Requested by:</i> District (Campus)	
<i>Accountability:</i> Addition of retaining wall allows existing campus trees to remain	
- Credit back to District for remaining of bid allowance	(\$717.55)
<i>Requested by:</i> District	
<i>Accountability:</i> Credit requested for balance of allowance used for temporary drainage to “Bridge” between Phases I and II of the project	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: February 24, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Order

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Center. On December 11, 2007 the Board of Trustees approved thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors will complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of Change Order for modifications to the Phase III-Norco/Industrial Technology Project for the following contractors:

- Apex Plastering Co. \$10,599.28

A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget change order contingency, (State Construction Act Funds – Resource 4100 and District Measure “C” funds - Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Change Order for the Phase III-Norco/Industrial Technology Project for Apex Plastering Co. - \$10,599.28 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick
Interim Chancellor

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

Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

Riverside Community College District
Facilities, Planning, Design and Construction
Phase III-Norco/Industrial Technology Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Apex Plastering Co.

<i>Contract Amount:</i>	\$ 285,584.00
<i>Change Order No. 1 Amount:</i>	\$ 10,599.28
<i>Revised Contract Sum:</i>	\$ 296,183.28
<i>Original Contract Contingency:</i>	\$ 28,558.40
<i>Remaining Contract Contingency:</i>	\$ 17,959.12

Change Order Description:

- The scope of work was reduced to eliminate a few inches of unnecessary lath and stucco plaster from parapet wall on East building. The stucco plaster was eliminated and the roofing material was continued to terminate under the metal cap. (\$2,499.26)
Requested by: District and Construction Manager
Accountability: Value Engineering

Change Order Description:

- Reinstall Tyvek Stucco Wrap on exposed areas where precast panels are to be installed. The Tyvek Stucco Wrap was previously installed to prevent water damage to existing insulation and drywall installed on the interiors of all buildings. This measure was taken due to the delayed installation of the precast panels. \$13,098.54
Requested by: District and Construction Manager
Accountability: Continued project progress required the two installations. However, a back charge of this cost may be due by either the precast contractor or architect via Errors and Omissions.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: February 24, 2009

Subject: Riverside Aquatics Complex-Status Report

Background: On September 11, 2007 the Board approved the expenditure of \$5,000,000 from Measure C funds and the development of a joint use agreement relative to proposed Aquatics Complex on the Riverside City Campus.

On June 17, 2008 the Board approved a "Memorandum of Agreement for Riverside Community College District Aquatics Complex," between RCCD, the City of Riverside and the County of Riverside. The agreement describes the contributions of the partners to develop the aquatics complex. The agreed upon cost of the project was \$14,031,125. The agreement states that the District will contribute approximately 2.75 acres of land, and \$5,000,000. It states the County of Riverside will contribute \$1,750,000, and the City of Riverside will contribute \$3,000,000. Subsequent to the agreement being signed by the parties both the City and County have taken formal action to approve their agreed upon funding for the project. The remaining \$4,280,000 of the project budget will be raised from private donations.

On June 17, 2008 the Board also approved a "Joint Use Agreement for the Riverside Aquatics Complex at Riverside City College," between RCCD, the City of Riverside, and the County of Riverside. The joint use agreement defines the shared usage of the facility and the agreed upon operation and maintenance of the facility.

On June 17, 2008 the Board approved an agreement with Austin Veum Robbins Partners Architects to prepare plans, specifications, and working drawings for the Aquatics Complex.

On September 16, 2008 staff and Austin Veum Robbins Partners presented plans for the Aquatics Complex to the Board for their review and comment.

In December 2008 the plans for the Aquatics Complex were submitted to the Division of the State Architect (DSA) for review and approval. It is expected that the plans will be approved and ready to bid for construction in early to mid May 2009. Bids for construction could be awarded in August 2009 with a start of construction in September 2009.

Discussion: Given the timing of approval of the plans by DSA in May it is appropriate that discussion take place to consider moving forward with the project on its current schedule or modifying the schedule to take into account the additional funding that needs to be raised from private sources.

Considerations:

- To date the District has invested approximately \$1,000,000 in programming, planning, and preparation of working drawings and bid specifications.
- To date approximately \$1,000,000 in private donations has been raised to support the project. It is somewhat disappointing that we have not reached our goal in this regard.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: February 24, 2009

Subject: Riverside Aquatics Complex-Status Report

Unfortunately, the global economy has not been as friendly as we had anticipated. (Approximately \$500,000 of the amount raised is cash; \$200,000 of the cash is from ASRCC).

- All three planning partners currently have institutional funding available for the project.
- The current construction bidding climate is very favorable. The amount of private funding needed to complete the project could be reduced by favorable bid results.
- If the project is delayed the three institutional partners will need to revisit their commitments to the project. Given the current condition of the economy the project could fall victim to a worsening economic climate.
- The project is intended to be constructed using multiple prime contracting. The District has demonstrated that this process can successfully engage local contractors to respond to bidding on a District project. The District's Phase III-Norco/Industrial Technology project awarded 80% of the dollar value of the project to low bid contractors from Riverside and San Bernardino Counties. The project will contribute directly to the local economy.

Options:

- The project could be set aside to allow more time for reaching the fund raising target.
- The project could be completed, with RCCD loaning Measure C funds to the project. Here, fund raising could continue until such time as Measure C has been repaid. In this way, we could take advantage of what is likely an advantageous bid environment.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared By: James L. Buysse
Vice Chancellor
Administration and Finance

Orin 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
BOARD OF TRUSTEES
PLANNING COMMITTEE
February 17, 2009 - 6:30 p.m.
Student Services Lobby, Norco Campus

Committee Members: Janet Green, Committee Chairperson
Mary Figueroa, 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. Center for Health, Wellness, and Kinesiology (Norco)
- The Committee to review an agreement with HMC Architects to provide final project proposals design services. The term of the agreement is February 25, 2009 through the estimated date of June 30, 2009.
2. Health Science Center (Moreno Valley)
- The Committee to review an agreement with Steinberg Architects to provide final project proposals design services. The term of the agreement is February 25, 2009 to the estimated date of June 30, 2009.
3. Life Science/Physical Science Reconstruction (Riverside)
-The Committee to review an agreement with HMC Architects to provide final project proposals design services. The term of the agreement is February 25, 2009 to the estimated date of June 30, 2009.
4. 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: February 24, 2009

Subject: Center for Health, Wellness, and Kinesiology (Norco)

Background: On June 17, 2008, the Board of Trustees approved the 2010-2014 Five Year Capital Construction Plan and Initial Project Proposals (IPPs) for Moreno Valley, Norco and Riverside campuses. The IPPs included the following three projects:

Moreno Valley – Health Science Center
Norco – Center for Health, Wellness, and Kinesiology
Riverside – Life Science/Physical Science Reconstruction

In December, 2008, the District was informed by the California State Community College Chancellor’s Office to prepare Final Project Proposals (FPPs) for the three projects and submit them to the State for review by June 30, 2009. The District invited six firms for interviews. On December 9, 2008, and December 10, 2008, interviews were conducted. The interviews were administered by a multi-college staff committee, and the committee requested that the top two firms provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with HMC Architects to provide FPP design services for Norco – Center for Health, Wellness, and Kinesiology project. Funding source: District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with HMC Architects to provide FPP design services in the amount of \$83,000, using District Measure “C” funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

Norm Godin
Vice President, Business Services, Norco Campus

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

This AGREEMENT is made and entered into on the 25th day of February, 2009, by and between HMC ARCHITECTS hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College, District Office facilities and Norco Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of June 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$83,000, including reimbursable expenses. Fees include services for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use

of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified against any damages resulting from such use. In the event Architect, following the termination of this Agreement, desires to use any such data, Architect shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Architect shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Architect, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Architect services under this Agreement. Architect shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Architect, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Architect's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Architect, in which case District will pay Architect in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Architect understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Architect is an independent contractor and no employer-employee relationship exists between Architect and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

HMC Architects

Riverside Community College District

James E. Wurst
Principal
3546 Concoors Street
Ontario, CA 91764

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Norco Campus Center for Health, Wellness and Kinesiology (NCCHWK)

Scope of Project:

The project proposes to construct a new facility at the Norco Campus to house instructional programs in health and wellness education, physical education, fitness, and kinesiology. The campus is in the process of implementing a comprehensive physical education (PE) program. Currently, only a few PE activity courses are offered and the entire program is housed in 3,300 square feet of modular facilities. This project proposes to construct a regulation size gymnasium that will support 6 badminton courts, 3 volleyball courts, and 3 basketball courts. The facility will also house lecture classrooms, a kinesiology lab, a wellness center and a fitness/weight room. Additionally, it will include Men's and Women's locker/shower rooms, a wrestling/self defense room, a trainers' area and equipment storage. Exterior spaces will include a regulation track, 4 tennis courts, an aquatic facility, a softball field, and a baseball field. The project's estimated size is 41,300 ASF/55,067 GSF. The project's estimated construction cost is \$28,043,000 (2009 Cost Estimate). The District plans to deliver the project using a multiple prime construction manager.

Scope of Services:

The District intends to submit and pursue a capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the NCCHWK. Architect has been requested to prepare and submit a Final Project Proposal (FPP) document consistent with the requirements of the CCCCCO on behalf of the District for the project.

Architect will provide the following Basic Services for the project. This Scope of Services anticipates that the FPP for the NCCHWK will be developed based on the current campus long range facilities master plan and program needs as established by the current long range educational plan and enrollment data for the campus.

1. Review existing space uses and needs for the NCCHWK and related site development. Identify future space use needs for programs to be accommodated in the NCCHWK and related site development. Confirm space needs with District staff and consultants for final determination of the project program.
2. Conduct meetings with District/College staff and consultants to review and confirm the space needs for the project.
3. Review and solicit feedback for proposed needs with the CCCCCO. Make recommendations to the District regarding the type and quantity of space to be constructed based on CCCCCO feedback. Make recommendations for supplemental District funding based on CCCCCO feedback.
4. Prepare and coordinate exhibits as required for inclusion in the FPP document including the following documents. As applicable, exhibits may be prepared by discipline sub-

consultants under the direction of HMC Architects and with District assistance as indicated.

Form 1.1 – Title Page

Form 2.1 – Final Project Proposal Checklist

Form 3.1 – Approval Page (District)

Form 3.2 – Project Terms and Conditions

Form 4.1 – Analysis of Building Space Use – JCAF 31

Form 4.1A – Building Space Analysis Support

Form 5.1 – Cost Estimate Summary – JCAF 32

Form 5.2 – Quantities/Unit Costs for JCAF 32

Form 6.1 – California Energy Commission Audit

Form 7.1 – State Administrative Manual Requirements (District)

Form 8.1 – CEQA Compliance (District)

Form 9.1 – Outline of Specifications

Form 10.1 – Federal Funds Detail

Form 11.1 – Analysis of Future Costs (District)

Form 12.1 – Campus Plot Plans

Form 13.1 – Diagrams of Building Area

Form 13.2 – Site Plans

Form 13.3 – Floor Plans

Form 13.4 – Exterior Elevations

Form 13.5 – Electrical Plans (N/A)

Form 13.6 – Mechanical Plans (N/A)

Form 13.7 – Building Cross-Sections (N/A)

Form 14.1 – Guideline-Based Group 2 Equipment

Form 15.1 – Justification of Additional Costs Exceeding Guidelines

Form 16.1 – Detailed Equipment List (District)

5. Compile all exhibits for the Final Project Proposal. Prepare final FPP document for the District's final review, execution, and submittal to the CCCCCO. Update the District's FUSION database based on the final FPP document.

The Architect shall provide and be responsible for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Any other project consultants deemed necessary by the Owner shall be provided by and are the responsibility of the Owner.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: February 24, 2009

Subject: Health Science Center (Moreno Valley)

Background: On June 17, 2008, the Board of Trustees approved the 2010-2014 Five Year Capital Construction Plan and Initial Project Proposals (IPPs) for Moreno Valley, Norco and Riverside campuses. The IPPs included the following three projects:

Moreno Valley – Health Science Center
Norco – Center for Health, Wellness, and Kinesiology
Riverside – Life Science/Physical Science Reconstruction

In December, 2008, the District was informed by the California State Community College Chancellor's Office to prepare Final Project Proposals (FPPs) for the three projects and submit them to the State for review by June 30, 2009. The District invited six firms for interviews. On December 9, 2008, and December 10, 2008, interviews were conducted. The interviews were administered by a multi-college staff committee, and the committee requested that the top two firms provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with Steinberg Architects to provide FPP design services for Moreno Valley – Health Science Center project. Funding source: District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Steinberg Architects to provide FPP design services in the amount of \$94,271, using District Measure "C" funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

Reagan Romali
Vice President, Business Services, Moreno Valley Campus

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

AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

STEINBERG ARCHITECTS

This AGREEMENT is made and entered into on the 25th day of February, 2009, by and between STEINBERG ARCHITECTS hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s), and on site at Riverside Community College, District Office facilities and Moreno Valley Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of June 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$94,271, including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified against any damages resulting from such use. In the event Architect, following the termination of this Agreement, desires to use any such data, Architect shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Architect shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Architect, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Architect services under this Agreement. Architect shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Architect, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury,

including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Architect's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Architect, in which case District will pay Architect in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Architect understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Architect is an independent contractor and no employer-employee relationship exists between Architect and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Steinberg Architects, Inc.

Riverside Community College District

David Hart
Senior Vice President
523 West 6th St., Suite 245
Los Angeles, CA 90014

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Moreno Valley Campus Health Sciences Center (MVCHSC)

Scope of Project:

The project proposes to construct a permanent Allied Health Sciences facility at the Moreno Valley Campus. Currently, Allied Health Sciences programs are housed in several locations including temporary modular units on campus and leased facilities off campus. This project would consolidate those programs and add expanded space for the Biology and Physical Science programs that are necessary for many Allied Health Science degrees. As a result of the project, the campus will move out of leased facilities and the modular units will be demolished or moved to another location within the District. The project's estimated size is 40,500 ASF/ 62,308 GSF. The project's estimated construction cost is \$21,818,000 (2009 Cost Estimate). The District plans to deliver the project using a multiple prime construction manager.

Scope of Services

The District intends to submit and pursue a capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the MVCHSC. Architect has been requested to prepare and submit a Final Project Proposal (FPP) document consistent with the requirements of the CCCCCO on behalf of the District for the project.

Architect will provide the following Basic Services for the project. This Scope of Services anticipates that the FPP for the MVCHSC will be developed based on the current campus long range facilities master plan and program needs as established by the current long range educational plan and enrollment data for the campus.

1. Review existing space uses and needs for the MVCHSC and related site development. Identify future space use needs for programs to be accommodated in the MVCHSC and related site development. Confirm space needs with District staff and consultants for final determination of the project program.
2. Conduct meetings with District/College staff and consultants to review and confirm the space needs for the project.
3. Review and solicit feedback for proposed needs with the CCCCCO. Make recommendations to the District regarding the type and quantity of space to be constructed based on CCCCCO feedback. Make recommendations for supplemental District funding based on CCCCCO feedback.
4. Prepare and coordinate exhibits as required for inclusion in the FPP document including the following documents. As applicable, exhibits may be prepared by discipline sub-consultants under the direction of Steinberg Architects, Inc. and with District assistance as indicated.

Form 1.1 – Title Page

Form 2.1 – Final Project Proposal Checklist

Form 3.1 – Approval Page (District)

Form 3.2 – Project Terms and Conditions

Form 4.1 – Analysis of Building Space Use – JCAF 31

Form 4.1A – Building Space Analysis Support

Form 5.1 – Cost Estimate Summary – JCAF 32

Form 5.2 – Quantities/Unit Costs for JCAF 32

Form 6.1 – California Energy Commission Audit

Form 7.1 – State Administrative Manual Requirements (District)

Form 8.1 – CEQA Compliance (District)

Form 9.1 – Outline of Specifications

Form 10.1 – Federal Funds Detail

Form 11.1 – Analysis of Future Costs (District)

Form 12.1 – Campus Plot Plans

Form 13.1 – Diagrams of Building Area

Form 13.2 – Site Plans

Form 13.3 – Floor Plans

Form 13.4 – Exterior Elevations

Form 13.5 – Electrical Plans (N/A)

Form 13.6 – Mechanical Plans (N/A)

Form 13.7 – Building Cross-Sections (N/A)

Form 14.1 – Guideline-Based Group 2 Equipment

Form 15.1 – Justification of Additional Costs Exceeding Guidelines

Form 16.1 – Detailed Equipment List (District)

5. Compile all exhibits for the Final Project Proposal. Prepare final FPP document for the District's final review, execution, and submittal to the CCCCCO. Update the District's FUSION database based on the final FPP document.

The Architect shall provide and be responsible for Mechanical, Electrical, Plumbing, Telecommunications, Civil, Structural, Cost Estimating, and Facilities Planning consultants. Any other project consultants deemed necessary by the Owner shall be provided by and are the responsibility of the Owner.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-3

Date: February 24, 2009

Subject: Life Science/Physical Science Reconstruction (Riverside)

Background: On June 17, 2008, the Board of Trustees approved the 2010-2014 Five Year Capital Construction Plan and Initial Project Proposals (IPPs) for Moreno Valley, Norco and Riverside campuses. The IPPs included the following three projects:

Moreno Valley – Health Science Center
Norco – Center for Health, Wellness, and Kinesiology
Riverside – Life Science/Physical Science Reconstruction

In December, 2008, the District was informed by the California State Community College Chancellor's Office informed to prepare Final Project Proposals (FPPs) for the three projects and submit them to the State for review by June 30, 2009. The District invited six firms for interviews. On December 9, 2008, and December 10, 2008, interviews were conducted. The interviews were administered by a multi-college staff committee, and the committee requested that the top two firms provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with HMC Architects to provide FPP design services for Riverside – Life Science/Physical Science Reconstruction project. Funding source: District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with HMC Architects to provide FPP design services in the amount of \$108,000, using District Measure "C" funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

Becky Elam
Vice President, Business Services, Riverside City College

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

This AGREEMENT is made and entered into on the 25th day of February, 2009, by and between HMC ARCHITECTS hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at District Office facilities and Riverside City Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of June 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$108,000, including reimbursable expenses. Fees include services for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified against any damages resulting from such use. In the event Architect, following the termination of this Agreement, desires to use any such data, Architect shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Architect shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Architect, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Architect services under this Agreement. Architect shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Architect, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury,

including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Architect's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Architect, in which case District will pay Architect in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Architect understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Architect is an independent contractor and no employer-employee relationship exists between Architect and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

HMC Architects

Riverside Community College District

James E. Wurst
Principal
3546 Concours Street
Ontario, CA 91764

James L. Buisse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Riverside City Campus Life Science/Physical Science Reconstruction (RCCLS/PSR)

Scope of Project:

The project proposes to reconstruct the Life Science and Physical Science buildings into an interdisciplinary complex that can accommodate program growth in many different disciplines. The Life Science and Physical Science buildings will be vacated in 2011 when the Nursing/Sciences project is completed. The campus is predicted to have a dismal 53% capacity/load ratio in the lab category in 2011 and many programs have outgrown their current facilities. The entire Business program will be relocated to the renovated space. The project's estimated size is 22,200 ASF/ 54,977 GSF. The project's estimated construction cost is \$20,873,000 (2009 Cost Estimate). The District plans to deliver the project using a multiple prime construction manager.

Scope of Services:

The District intends to submit and pursue a capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the RCCLS/PSR. Architect has been requested to prepare and submit a Final Project Proposal (FPP) document consistent with the requirements of the CCCCCO on behalf of the District for the project.

Architect will provide the following Basic Services for the project. This Scope of Services anticipates that the FPP for the RCCLS/PSR will be developed based on the current campus long range facilities master plan and program needs as established by the current long range educational plan and enrollment data for the campus.

1. Review existing space uses and needs for the RCCLS/PSR and related site development. Identify future space use needs for programs to be accommodated in the RCCLS/PSR and related site development. Confirm space needs with District staff and consultants for final determination of the project program.
2. Conduct meetings with District/College staff and consultants to review and confirm the space needs for the project.
3. Review and solicit feedback for proposed needs with the CCCCCO. Make recommendations to the District regarding the type and quantity of space to be constructed based on CCCCCO feedback. Make recommendations for supplemental District funding based on CCCCCO feedback.
4. Prepare and coordinate exhibits as required for inclusion in the FPP document including the following documents. As applicable, exhibits may be prepared by discipline sub-consultants under the direction of HMC Architects and with District assistance as indicated.

- Form 1.1 – Title Page
- Form 2.1 – Final Project Proposal Checklist
- Form 3.1 – Approval Page (District)
- Form 3.2 – Project Terms and Conditions
- Form 4.1 – Analysis of Building Space Use – JCAF 31
- Form 4.1A – Building Space Analysis Support
- Form 5.1 – Cost Estimate Summary – JCAF 32
- Form 5.2 – Quantities/Unit Costs for JCAF 32
- Form 6.1 – California Energy Commission Audit
- Form 7.1 – State Administrative Manual Requirements (District)
- Form 8.1 – CEQA Compliance (District)
- Form 9.1 – Outline of Specifications
- Form 10.1 – Federal Funds Detail
- Form 11.1 – Analysis of Future Costs (District)
- Form 12.1 – Campus Plot Plans
- Form 13.1 – Diagrams of Building Area
- Form 13.2 – Site Plans
- Form 13.3 – Floor Plans
- Form 13.4 – Exterior Elevations
- Form 13.5 – Electrical Plans (N/A)
- Form 13.6 – Mechanical Plans (N/A)
- Form 13.7 – Building Cross-Sections (N/A)
- Form 14.1 – Guideline-Based Group 2 Equipment

Form 15.1 – Justification of Additional Costs Exceeding Guidelines

Form 16.1 – Detailed Equipment List (District)

5. Compile all exhibits for the Final Project Proposal. Prepare final FPP document for the District's final review, execution, and submittal to the CCCCCO. Update the District's FUSION database based on the final FPP document.

The Architect shall provide and be responsible for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Any other project consultants deemed necessary by the Owner shall be provided by and are the responsibility of the Owner.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

GOVERNANCE COMMITTEE MEETING

February 17, 2009 - 7:45 p.m.

Student Services Lobby, Norco Campus

Committee Members: Mary Figueroa, Committee Chairperson
Mark Takano, 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)
Anette Guldhammer, CTA Representative (Moreno Valley)
Dariush Haghighat, CTA Representative (Riverside)
Mark Sellick, CTA Representative (Riverside)
Gustavo Segura, CSEA Representative (Moreno Valley)
Richard Goldstein, CSEA Representative (Riverside)
Steven Bishop, ASRCCD Student Representative

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Revised and New Board Policies – First Reading
- The Committee will review Board Policies 3100, 3550, 3710, 3720,
3750, 3820, 4106, 4222, 4226, 4600, 5031, 5055, 5110, 5120, 5300,
5550, 5700, 6700 and 7348.
2. Comments from the public.

Adjourn

Prepared by: Heidi Wills
Administrative Assistant,
Board of Trustees and Chancellor's Office

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: February 24, 2009

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.

General Institution

- 3100 – Organization Structure – Replaces current Policy 2000.
- 3550 – Drug Free Environment and Drug Prevention Program – Replaces current Policies 3115/4115.
- 3710 – Intellectual Property and Copyright – This is a new Policy for the District.
- 3720 – Computer and Network Use – Replaces current Policy 3060.
- 3750 – Use of Copyrighted Material – Replaces current Policy 5045.
- 3820 – Gifts – Replaces current Policy 6140.

Academic Affairs

- 4106 – Nursing Programs – This is a new Policy for the District.
- 4222 – Remedial Course Work – Replaces current Policy 6093.
- 4226 – Multiple and Overlapping Enrollments – This is a new Policy for the District.
- 4600 – News Media – Replaces current Policy 6000.

Student Services

- 5031 – Instructional Materials Fees – Replaces current Policy 7035.
- 5055 – Enrollment/Registration Priorities – Replaces current Policy 5000. Along with this Policy are copies of the approved Administrative Procedures for this Policy, (as Information Only), which are AP 5055 – Enrollment Priorities and AP 5056 – Registration Priorities. Since the October, 2008 Board meeting administration, staff, students and faculty worked very hard toward the approval of AP 5056. Both AP's were approved by Executive Cabinet on February 2, 2009.
- 5110 – Counseling – This is a new Policy for the District.
- 5120 – Transfer Center – This is a new Policy for the District.
- 5300 – Student Equity – This is a new Policy for the District.
- 5550 – Speech: Time, Place and Manner – Replaces current Policy 5120.
- 5700 – Athletics – This is a new Policy for the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: February 24, 2009

Subject: Revised and New Board Policies – First Reading (Continued)

Business and Fiscal Affairs

6700 – Use of Facilities – Replaces current Policy 8005.

Human Resources

7348 – Retirement Credit for Unused Sick Leave – Replaces current Policies 3096 and 4081.

Recommended Action: It is recommended that the Board of Trustees accept for First Reading Board Policies 3100, 3550, 3710, 3720, 3750, 3820, 4106, 4222, 4226, 4600, 5031, 5055, 5110, 5120, 5300, 5550, 5700, 6700 and 7348.

Irving G. Hendrick
Interim Chancellor

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

Riverside Community College District Policy

**General Institution
DRAFT**

BP 3100 ORGANIZATIONAL STRUCTURE

Reference:

Education Code Section 72400

The Chancellor shall establish organizational charts that delineate the lines of responsibility and fix the general duties of employees within the District. The organizational charts **are** is a structural outline of administrative responsibility.

The organizational charts are subject to review by the Board of Trustees.

~~❖ From Riverside CCD Policy 2000 titled Organizational Structure~~

~~The organizational structure of the Riverside Community College District is the responsibility of the Chancellor of the District and shall be defined in an organizational chart approved by the Board. The major duties and responsibilities of each administrative position other than that of the Chancellor of the District are delineated in the management handbook.~~

~~The entire College staff and student body shall be shown on the organizational chart in a general structure. Detailed organizational patterns shall take various forms as defined by appropriate Board policies and College procedures pertaining to specific areas.~~

NOTE: The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 2000 titled Organizational Structure adopted on 7-64 and amended on the following dates: 5-7-75, 11-6-84, and 5-17-05.

Date Adopted:

(Replaces current Riverside CCD Policy 2000)

Riverside Community College District Policy

**General Institution
DRAFT**

**BP 3550 DRUG FREE ENVIRONMENT AND DRUG PREVENTION
PROGRAM**

References:

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

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

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal.

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

~~❖ From Riverside CCD Policy 3115/4115 titled Drug-Free Workplace~~

~~It shall be the policy of the Riverside Community College District, in order to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990, to provide a drug-free workplace for its employees. The unlawful manufacture, distribution, dispensing, possession or use of any controlled substance in the workplace, including but not necessarily limited to any building, property, facility, or satellite center of the District, is strictly prohibited. Violators of this policy shall be disciplined.~~

NOTE: The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3115/4115 titled Drug-Free Workplace adopted on 6-22-94.

Date Adopted:

*(Replaces current Riverside CCD Policies
3115/4115)*

Riverside Community College District Policy

**General Institution
DRAFT**

BP 3710 INTELLECTUAL PROPERTY AND COPYRIGHT

References:

Education Code Sections 72207 and 81459;
17 United States Code 101, et seq
17 United States Code 201, et seq
35 United States Code 101, et seq
37 Code of Federal Regulations, 1.1, et seq

The Chancellor shall develop procedures that define the rights, interests, protection and transfer of intellectual property created by the District employees and students. *In addition, procedures shall also be developed* to implement the provisions of the Education Code which authorize the securing of copyright protection for works *developed by the District*. The procedures developed by the Chancellor shall assure that the District may use, sell, give, or exchange published materials and may license materials prepared by the District in connection with its curricular and special services.

In the development of these procedures, the Chancellor shall solicit the input from the appropriate representatives of the college community in accordance with the District's policies regarding shared local decision-making.

NOTE: The **bold type** signifies language that is legally required.

Date Adopted:

*(This is a new Policy for the District
recommended by CCLC and Legal Counsel)*

Riverside Community College District Policy

**General Institution
DRAFT**

BP 3720 COMPUTER AND NETWORK USE

Reference:

Education Code Section 72400

~~The procedures shall include that users must respect software copyrights and licenses, respect the integrity of computer-based information resources, refrain from seeking to gain unauthorized access, and respect the rights of other computer users.~~

❖ From Riverside CCD Policy 3060 titled Computing and Internet Policy

It shall be the policy of Riverside Community College District Board of Trustees to require that employees, faculty and students agree to and adhere to the applicable District Computing and Internet Policy. **Employees and students who use District computers and networks and the information they contain, and related resources have a responsibility not to abuse those resources and to respect the rights of others.**

The Chancellor shall establish procedures that provide guidelines to students and staff for the appropriate use of information technologies.

The District will supply, as specified in the **procedures**, regulations its employees with computers to assist in the fulfillment of their responsibilities. It is understood that these computers are **District** college property and are to be used for job related duties. While the District respects the privacy of its employees, the District reserves the right to allow appropriate **District**/college personnel access to these computers for the sole purpose of accessing relevant data deemed necessary and reasonable for the normal operation of the District. ~~Such access must be approved by the Chancellor.~~

NOTE: The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3060 titled Computing and Internet Policy adopted on 12-16-03 and amended on 5-17-5.

Date Adopted:

(Replaces current Riverside CCD Policy 3060)

**General Institution
DRAFT**

BP 3750 USE OF COPYRIGHTED MATERIAL

References:

Education Code Sections 32360 and 67302;
U. S. Code Title 17, Copyright Act of 1976

❖ **From current Riverside CCD Policy 5045 titled Use of Copyrighted Materials**

As part of the ongoing instructional process of the ***District*** College, it is desirous and necessary to utilize the ideas, materials, and creations of those outside the immediate college community.

In many instances, ~~Ofttimes,~~ the ideas, materials, and creations used have been copyrighted by the originators.

Using their materials requires following both existing law and judicial interpretation. Occasionally, local judgments must be made in areas where conflicting or no judicial interpretation exist.

~~To provide guidance to those employed by Riverside Community College in the use of copyright materials, and to ensure compliance with the new provisions of the law, the following practices apply:~~

1. Employees of the Riverside Community College District will abide by all aspects of the Copyright Law, Title 17 of the United States Code, to the extent possible under authoritative interpretation of the law.
2. When atypical requests for the use of or duplication of copyright materials occur, and where a clear interpretation of the law is not readily available (documented) from a recognized authority, ***District counsel will be contacted for an opinion/interpretation on the issue at hand.*** ~~and in order to impede the educational process, the District will entrust temporary decision making powers to a committee chaired by the Dean of Academic Services. This committee is to be composed of the Dean of Academic Services; the Assistant Dean of Academic Services, Instructional Media Center, the Chairperson of the Library; a faculty representative of the Academic Senate; and a faculty member from the performing arts. This committee shall review specific requests and will make ad hoc recommendations to the President of the College.~~

~~3. Any list of operating guidelines under the copyright law for use by District employees shall be approved by the Riverside County Counsel prior to its effective date.~~

NOTE: The information in **regular type** is current Riverside CCD Policy 5045 titled Use of Copyrighted Materials adopted on 5-16-78. The information in ***bold italic type*** is provided by RCCD staff.

Date Approved:

(This procedure replaces RCCD Policy 5045)

Riverside Community College District Policy

No. 3820

**General Institution
DRAFT**

BP 3820 GIFTS

Reference:

Education Code Section 72205, 72670

- ❖ From Riverside CCD Policy 6140 titled Gifts, Grants, Bequests, and Fund Raising

The ~~Riverside Community College~~ District is committed to accept gifts, grants, donations and bequests for the benefit of the District. Acceptance of such gifts, grants, donations and bequests will be through the Riverside Community College *District* Foundation *Board of Directors* and may be subject to such conditions or restrictions as the ~~Board~~ may prescribe. **The Board of Directors reserves the right to refuse to accept any gift which does not contribute toward the goals of the District, or the ownership of which would have the potential to deplete resources of the District.**

A coordinated program of fund raising from governmental, business and community sources to assist in supporting the *District's* College's goals and objectives will be pursued by the ~~Riverside Community College~~ Foundation with the prior approval of the Board of Trustees and the *Chancellor* ~~President of the College~~.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the *Foundation or the District* of a product, enterprise, or entity.

In no event shall the *Foundation Board of Directors* accept a donation from any donor who engages in practices or policies which discriminate against any person on the basis of race, sex (i.e., gender), color, religion, national origin, age, disability, or sexual preference; or when the stated purposes of the donation are to facilitate such discrimination in providing educational opportunity.

NOTE: The **bold type** signifies language that is legally advised. The language in **regular type** is current Riverside CCD Policy 6140 titled Gifts, Grants, Bequests, and Fund Raising adopted on 3-6-84.

Date Adopted:

(Replaces current Riverside CCD Policy 6140)

**Academic Affairs
DRAFT**

BP 4106 NURSING PROGRAMS

References:

Education Code Sections 66055.8, 66055.9, 70101, 70106, 70120, 70124, 60125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3 and 92645;
Title 5, Sections 55060, et seq;
Health and Safety Code Section 128050

The District shall consider all of the following when screening nursing students:

- ❖ **Academic degrees or diplomas, or relevant certificates, held by the applicant;**
- ❖ **Grade point average in relevant coursework;**
- ❖ **Life experiences or special circumstances of an applicant; and**
- ❖ **Proficiency or advanced level coursework in languages other than English.**

Nursing students who have already earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.

Loan assumption agreements may be awarded to undergraduate and graduate students with demonstrated academic ability.

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

Date Adopted:

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

Riverside Community College District Policy

No. 4222

**Academic Affairs
DRAFT**

BP 4222 REMEDIAL COURSEWORK

References:

Title 5 Section **55035**

❖ **From current Riverside CCD Policy 6093 titled Remedial Limitation**

Riverside Community College District *recognizes its students' needs for remedial coursework, which shall be made available to all incoming students based upon appropriate assessment instruments, methods or procedures.* ~~has, in accordance with provisions of AB 1725, established guidelines limiting the number of units students can earn in remedial (pre-collegiate basic skills) courses to 24 semester units. These regulations are effective for courses taken at Riverside Community College after July 1, 1993.~~

*NOTE: This policy is suggested as good practice. The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6093 titled Remedial Limitation adopted on 7-22-93.*

Date Adopted:

*(This is current Riverside CCD Policy 6093
just re-numbered)*

BP 4226 MULTIPLE AND OVERLAPPING ENROLLMENTS

Reference:

Title 5 Section 55007

The Chancellor shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.

The Chancellor shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 5 Section 55007.

***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. 4600

**Academic Affairs
DRAFT**

BP 4600 NEWS MEDIA

References:

No references

❖ **From current Riverside CCD Policy 6000 titled Board of Publications**

The ~~Riverside Community College~~ District supports the availability of a comprehensive writing experience for its students. An integral part of this experience shall be the establishment of a Board of Publications which shall function as a review board for all student selected publications. The detailed functions of the Board of Publications shall be as outlined in the related ***administrative procedure*** regulations.

*NOTE: This policy is suggested as good practice. The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6000 titled Board of Publications adopted on 10-7-80.*

Date Adopted:

*(This is current Riverside CCD Policy 6000
just re-numbered)*

**Student Services
DRAFT**

BP 5031 INSTRUCTIONAL MATERIALS FEES

References:

Education Code Section 76365, 79121, and 81458;
Title 5 Sections 59400 et seq.

❖ **From Riverside CCD Policy 7035 titled Course Materials and Supplies Fees**

The ~~Riverside Community College~~ District has a strong commitment to ensuring accessibility to all its programs and services for residents of the District who are capable of benefiting from the experiences provided. As an important component of this “open door” policy, the District actively promotes low cost education for District residents. Where consumable items, supplies, or special services are necessary to enhance the educational experiences of students, the District is compelled to make reasonable charges to the students to assist in defraying the costs of providing these items, supplies, or special services.

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 **regular type** is current Riverside CCD Policy 7035 titled Course Materials and Supplies Fees adopted on 7-7-81 and amended on 1-17-84.

Date Adopted:

(Replaces current Riverside CCD Policy 7035)

Riverside Community College District Policy

No. 5055

**Student Services
DRAFT**

BP 5055 ENROLLMENT/REGISTRATION PRIORITIES

References:

Title 5 Sections 51006, 58106, and 58108

The Chancellor shall establish procedures defining enrollment *and registration* priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

~~Admission priority to designated over-subscribed programs shall be determined according to the legal residence of applicants in the order listed:~~

- ~~1. Residents of the Riverside Community College District.~~
- ~~2. Residents of other community college districts within Riverside County which do not present similar courses or programs.~~
- ~~3. Residents of California community college districts outside Riverside County.~~
- ~~4. Residents of areas outside of California.~~

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 **regular type** is current Riverside CCD Policy 5000 titled Resident Priority for Special Program Applicants adopted on 6-1-71; amended on 12-17-74; readopted on 5-7-75; amended on 4-19-77 and on 12-18-79.

Date Adopted:

(Replaces current Riverside CCD Policy 5000)

(INFORMATION ONLY)

Riverside Community College District Procedure

No. 5055

Student Services

AP 5055 ENROLLMENT PRIORITIES

References:

Title 5 Sections 51006, 58106, and 58108
Education Code 66025.8

All courses and programs of the District shall be open to enrollment in accordance with Board Policy 5052, Open Enrollment, and a priority system consistent with Board Policy 5055 and this Procedure.

Students have the right to challenge any enrollment restriction in accordance with Policy 4260, titled Pre-Requisites, Co-Requisites and Advisories.

No student is required to confer or consult with or required to receive permission to enroll in any class offered by the District, except as provided for in Administrative Procedure 5052, titled Open Enrollment.

Students are not required to participate in any pre-registration activities not uniformly required, and no registration procedures are used that result in restricting enrollment to a specialized clientele.

Program Enrollment

The following programs have separate admissions processes, in accordance with Title 5:

Cosmetology
Culinary Arts
Dental Assisting
Dental Hygiene
Emergency Medical Services: EMT and Paramedic
Esthetician
Fire Academy
Ford ASSET
GM ASEP
Nursing
Physicians Assistant
Peace Officer Academy
Toyota T-Ten

For further information on these programs, contact the program directly, or visit our website at: <http://www.rcc.edu/academicPrograms/occupational/WhenToApply.cfm>

Over-Subscribed Enrollment Priority

Once students satisfy the admissions criteria to over-subscribed programs, enrollment priority shall be determined according to the legal residence of applicants in the following order:

1. Residents of the Riverside Community College District who have completed a minimum of a 3 unit academic course in the Riverside Community College District.
2. Residents of the Riverside Community College District.
3. Residents of other community college districts within Riverside County which do not present similar courses or programs.
4. Residents of California community college districts outside Riverside County.
5. Residents of areas outside of California.

NOTE: Pursuant to legislation, Associate Degree in Nursing programs are exempt from non-evaluative selection criteria.

Office of Primary Responsibility: Student Services

Administrative Approval: February 2, 2009
(Replaces RCCD Policy 5000)

(INFORMATION ONLY)

Riverside Community College District Procedure

No. 5056

Student Services

AP 5056 REGISTRATION PRIORITIES

References:

Title 5 Sections 51006, 58106, and 58108
Education Code 66025.8

Students eligible for and receiving priority or early registration will be allowed to enroll in a maximum of thirteen (13) units for spring and fall terms, and seven (7) units for winter and summer terms (unless otherwise stated) during the priority/early registration period.

Priority Registration

Students in these groups will be coded in the system and allowed priority registration throughout the District:

- a. Group I – Students required by Title 5 and the Education Code to be given priority registration.
- b. Group II – Students who must be enrolled in a minimum of twelve (12) units in the spring and fall terms in order to remain in an established RCCD program, and where specific time restrictions are imposed by the program. Students in a grant-funded program where early registration is an eligibility requirement from the grantor.

Early Registration

Campus Registration Committees will be established and charged with determining eligibility criteria for other groups seeking early registration. Groups granted early registration by a campus committee are eligible for early registration for courses offered through that campus only, or one of its designated sites.

Order of Registration

Students shall be allowed to register in the following order:

- a. Students eligible for priority registration under Group I;
- b. Students eligible for priority registration under Group II;
- c. Students eligible for early registration as approved by the Campus Registration Committees;

- d. Continuing students. Registration dates are set in descending order to that the students with the greatest number of completed units are first, and the least number of completed units follow;
- e. Continuing concurrently enrolled high school students (a maximum of eight (8) units for fall and spring terms and five (5) units for winter and summer terms);
- f. New students. These students are given dates to register in the order in which they apply to the college; and,
- g. New concurrently enrolled high school students (a maximum of eight (8) units for fall and spring terms and five (5) units for winter and summer terms).

Office of Primary Responsibility: Vice Chancellor Student Services
Vice President Educational Services/Student
Services

Administrative Approval: February 2, 2009

**Student Services
DRAFT**

BP 5110 COUNSELING

References:

Title 5 Section 51018

Counseling services are an essential part of the educational mission of the District.

The Chancellor shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

Pre-enrollment counseling shall be required of all first-time college students who have declared one of the educational goals delineated in Administrative Procedure 5110.

Counseling shall be required for all first time students enrolled *in six or more units*, students enrolled provisionally, and students on academic or progress probation.

NOTE: *This procedure 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 CCLC)

Riverside Community College District Policy

No. 5120

**Student Services
DRAFT**

BP 5120 TRANSFER CENTER

References:

Title 5 Section 51027
Education Code Sections 66720-66744

The District incorporates as part of its mission the transfer of its students to baccalaureate level institutions. The District further recognizes that students who have historically been underrepresented in transfer to baccalaureate level institutions are a special responsibility.

The Chancellor shall assure that a Transfer Center Plan is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students and complies with law and regulations.

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 CCLC)

Riverside Community College District Policy

No. 5300

**Student Services
DRAFT**

BP 5300 STUDENT EQUITY

References:

Education Code Sections 66030, 66250 et seq., and 72010 et seq.;
Title 5 Section 54220

The Board of Trustees is committed to assuring student equity in educational programs and services. The Chancellor shall establish and implement a Student Equity Plan that meets the Title 5 standards for such a plan.

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 CCLC)

Riverside Community College District Policy

No. 5550

**Student Services
DRAFT**

BP 5550 SPEECH: TIME, PLACE, AND MANNER

References:

Education Code Sections 76120 and 66301

The college(s) of the District is/are non-public forums, except for those areas that are generally available for use by students or the community, which are limited public forums. The Chancellor shall enact such administrative procedures as are necessary to reasonably regulate the time, place, and manner of the exercise of free expression in the limited public forums.

The administrative procedures promulgated by the Chancellor shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards designated for such use, the distribution of printed materials or petitions in those parts of the District designated as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia.

Students shall be free to exercise their rights of free expression, subject to the requirements of this policy.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on district property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, intimidation, or hate violence unless such speech is constitutionally protected.

❖ **From Riverside CCD Policy 5120 titled Use of Facilities, Distribution and Posting of Literature, and Preventing Disruption of Instructional and/or Other District Activities**

~~Riverside Community College District is committed to assuring that all persons may exercise their constitutional rights protected under the First Amendment to the United States Constitution and Article I, Section 2, of the California Constitution. The District's commitment to the exercise of free speech and free expression is not intended to convert all of the facilities maintained and/or owned by the District into a public forum, limited public forum, or designated public forum. As the owner of property, the District reserves the right to limit the use of its facilities for the distribution of literature and to prevent potential disruption of instruction and other activities of the District, in a manner consistent with the Constitution of the State of California and the Constitution of United States.~~

This ~~Board Policy 5120~~, relating to use of facilities, distribution and posting of literature, and preventing disruption of instructional and/or other District activities does not apply to student news media as provided for in Board Policy **4600, titled "News Media"** ~~6000~~.

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. The information in **regular type** is from Riverside Policy 5120 titled Use of Facilities, Distribution and Posting of Literature, and Preventing Disruption of Instructional and/or Other District Activities adopted on 6-9-98 and amended on 11-15-05.

Date Adopted:

(Replaces current Riverside CCD Policy 5120)

Riverside Community College District Policy

No. 5700

**Student Services
DRAFT**

BP 5700 ATHLETICS

References:

Education Code Sections 78223, 66271.6, 66271.8, and 67360 et seq.

The District shall maintain an organized program for men and women in intercollegiate athletics. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.

The Chancellor shall assure that the athletics program complies with the California Community Colleges Athletic Association Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.

***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 CCLC)

Riverside Community College District Policy

No. 6700

**Business and Fiscal Affairs
DRAFT**

BP 6700 USE OF FACILITIES

References:

Education Code Sections 82537 and 82542

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

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

No group or organization may use District property for purposes that discriminate on the basis of race, color, religion, ancestry, national origin, disability, sex (i.e., gender), or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

~~❖ From Riverside CCD Policy 8005 Use of Facilities~~

~~It is the policy of the Riverside Community College District to authorize the use of facilities for public, literary, scientific, recreational, or educational meetings or for the discussion of matters of public interest. The Board may establish such terms and conditions of usage as are deemed proper. The Riverside Community College District desires to make College facilities available to the public whenever possible and so long as there is no conflict with the educational program.~~

NOTE: The **bold type** signifies **legally required** language 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 information in regular type is current Riverside CCD Policy 8005 titled Use of Facilities adopted on 9-19-78 and amended on 11-4-80, 6-2-92, and 5-16-06.

Date Adopted:

(Replaces current Riverside CCD Policy 8005)

Riverside Community College District Policy

No. 7348

**Human Resources
DRAFT**

BP 7348 RETIREMENT CREDIT FOR UNUSED SICK LEAVE

References:

Education Code Sections 22717, 87781, and 88191;
Government Code Section 20963 and 20963.5

❖ From current Riverside CCD Policy/Regulation 3096 titled Unused Sick Leave -Retirement Credit - Academic Employees

~~The policy of the Riverside Community College District *will* is to report to the State Teachers' Retirement System **for academic employees, and to the Public Employees' Retirement System, for classified employees**, each employee's unused sick leave at the time of an employee's retirement. ~~, in accordance with applicable sections of the Education Code.~~ Such unused sick leave shall be credited to the retiree's service credit **to the extent allowed by law.** as provided for in Education Section 22719.~~

~~Any certificated employee, who became a member of the State Teachers' Retirement System, on or after July 1, 1980, shall not be eligible for this provision.~~

Retirees may not receive a lump sum settlement for unused sick leave days accumulated.

~~❖ From current Riverside CCD Policy/Regulation 4081 titled Unused Sick Leave -Retirement Credit - Classified Employees~~

~~The policy of the Riverside Community College District is to report unused sick leave to the public employees' retirement system at the time of an employee's retirement, in accordance with applicable sections of the Education Code and the Government Code. Such unused sick leave shall be credited to the retiree's service credit as provided for in Government Code Section 20862.5.~~

~~Any classified employee who became a member of the Public Employees' Retirement System on or after July 1, 1980, shall not be eligible for this provision.~~

~~❖ Regulations for Policy 3096, Unused Sick Leave - Retirement Credit - Academic Employees~~

- ~~I. Any unused days of sick leave allowed pursuant to Education Code 87781 shall be credited towards retirement service credit for retiring certificated employees, in accordance with provisions of Education Code Section 22719.~~
- ~~II. Any certificated employee who became a member of the State Teachers' Retirement System on or after July 1, 1980 shall not be eligible for this provision.~~
- ~~III. Retirees may not receive a lump sum settlement for unused sick leave days accumulated.~~

~~❖ **Regulations for Policy 4081, Unused Sick Leave – Retirement Credit Classified Employees (Members of PERS)**~~

- ~~I. Any accumulated days of leave of absence for illness or injury allowed pursuant to Education Code Section 88191 which are unused at the time of retirement shall be credited towards retirement service benefit for retiring classified employee.~~
- ~~II. Any classified employee who became a member of the Public Employees' Retirement System on or after July 1, 1980, shall not be eligible for this provision.~~
- ~~III. Retirees may not receive a lump sum settlement for unused sick leave days accumulated.~~

Office of Primary Responsibility: **Vice Chancellor, Diversity and Human Resources**

NOTE: The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy/Regulation 3096 titled *Unused Sick Leave – Retirement Credit – Academic Employees* adopted on 3-7-89 and Policy/Regulation 4081 titled *Unused Sick Leave – Retirement Credit – Classified Employees* adopted on 3-7-89.

Date Adopted:

(Replaces current Riverside CCD Policies & Regulations 3096 and 4081)